



**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**IMPLEMENTATION OF A GUARANTEED COST REDUCTION PROGRAM FOR COUNTY**

Guadalupe County (County) is requesting proposals from interested and qualified contractors for the implementation of a guaranteed cost reduction program for the County. The County plans to select the most qualified contractor for performance contracting services in accordance with Section 1, Subtitle C, Title 9, Local Government Code, Chapter 302 - Energy Conservation Measures For Local Governments.

This Request For Proposal (RFP), requests qualifications from companies for performance contracting services to develop and implement cost reducing strategies at the Counties facilities. The savings generated from such strategies will be utilized to provide facility improvements and upgrades. Timely implementation of this project is of the essence.

All qualified firms interested in providing the specified performance contracting services should respond with a written proposal to County. Final selection will be made in accordance with the policies and administrative directive of the County and other statutory provisions.

An original proposal and three (3) copies must be submitted in a sealed envelope addressed to:

**HONORABLE MIKE WIGGINS, COUNTY JUDGE**  
**GUADALUPE COUNTY**  
**307 W. COURT, SUITE 200**  
**SEGUIN, TEXAS 78155**

and the envelope in which the Requests for Proposals are enclosed is to be clearly marked:

**REQUEST FOR PROPOSALS**  
**IMPLEMENTATION OF A GUARANTEED COST REDUCTION PROGRAM FOR COUNTY**  
**RFQ #09-4400**  
**DEADLINE: 11-20-08 2PM**

All bids must be received in the County Judge's office at 307 West Court, Suite 200, Seguin, Texas by:

**PROPOSAL DEADLINE: THURSDAY, NOVEMBER 20, 2008 AT 2:00 P.M. CST**

Late submissions will not be accepted. Responses must be received by the above listed date and time. Submissions received after such time and date will not be accepted. Guadalupe County is not responsible for lateness of mail, courier service, etc. Late responses will be returned and will not be considered.

There is no expressed or implied obligation for Guadalupe County to reimburse respondents for preparing Qualification Statement in response to this request and Guadalupe County will not reimburse such expenses.

It is understood that Guadalupe County reserves the right to accept or reject any and/or all responses to this RFP as it shall deem to be in the best interest of Guadalupe County. Receipt of any Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to completing bidders and kept secret during the negotiation/evaluation process.

## **Section I - General Information**

### **1) Purpose**

This Request For Proposal (RFP), requests qualifications from companies for performance contracting services to develop and implement cost reducing strategies at the Counties facilities. The savings generated from such strategies will be utilized to provide facility improvements and upgrades. Timely implementation of this project is of the essence.

### **2) Objective**

The objective in issuing this Request For Proposal is to solicit proposals of qualifications from companies that have the experience, capability, to provide guaranteed upgrades to the existing facilities and systems through performance contracting. The selected performance contractor shall provide the County a comprehensive program to reduce costs and upgrade facilities including:

- a) performance of energy audits,
- b) design and installation of energy efficient equipment and systems,
- c) training of existing personnel in the operation and maintenance of installed systems,
- d) training of staff on energy education and awareness,
- e) monitoring of energy costs, and systems,
- f) financing for the project, and
- g) a written guarantee that total program costs shall be one hundred percent (100%) covered by the energy and operating cost reductions.

### **3) Performance Contracting**

For the purposes of this document, "Performance Contract" means a contract that provides improvements and upgrades for energy efficient equipment and service in which the payment obligation is guaranteed by the performance contractor to be less than the energy and operational cost reductions attributable to the services and/or equipment under the contract for the term of the agreement.

### **4) Savings Guarantee**

The performance contractor shall provide a written savings guarantee in accordance with Section 1, Subtitle C, Title 9, Local Government Code, Chapter 302 - Energy Conservation Measures For Local Governments. The total program costs, including financed equipment cost, maintenance costs, and other costs, shall be one hundred percent (100%) covered by program operational and energy savings. The guarantee shall be monitored monthly and reconciled on an annual basis, commencing one year from the date of completion of installation.

In the event that the actual savings are less than the guaranteed savings, the performance contractor shall provide a cash reconciliation of the difference. The performance contractor's guarantee shall be a first party direct guarantee from the contractor to County. A third-party guarantee or performance bond in lieu of the guarantee is not acceptable.

### **5) Term of Contract and Contractual Obligation Per Year**

In accordance with Local Government Code §302.004(b), if the term of the contract exceeds one year, the County's contractual obligations in any one year during the term of the contract beginning after the final date of installation may not exceed the total energy and water savings, the net operating cost savings, and the stipulated or agreed upon increase in billable revenues resulting from the estimated increase in meter accuracy, divided by the number of years in the contract.

### **6) Eligible Bidders**

To effectively manage the risk to the County, the County requires a dedicated in-house performance contracting/service team with total capability to design, install and maintain the installed systems. The firm's dedicated team (subcontractors not included) should have a minimum of five (5) years experience providing performance based contracts for Counties in the State of Texas. Preference will be given to a firm that can provide a total in-house energy portfolio of services including electric and gas commodity.

7) Proposal Format

Proposals must be submitted in the format outlined in this document. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. At the discretion of the County, proposals not containing the information requested may be removed from the evaluation process. Respondents shall use the prescribed format to clearly indicate their experience and qualifications, describe their technical approach to this project, and fully describe their proposed guaranteed savings contract. Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

8) Contract Responsibility

The selected contractor will be required to assume total responsibility for all services offered in his proposal. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

9) Required Bonds and Insurance

Prior to award of a contract, the performance contractor shall provide County with a 100-percent project value bond for its faithful performance as required by Section 1 Subtitle C Title 9, Local Government Code, Chapter 302 - Energy Conservation Measures For Local Governments.

The successful respondent shall procure and maintain in effect during the life of the agreement commercial general liability insurance in amount not less than \$1,000,000 each occurrence, comprehensive automotive liability insurance in amount not less than \$1,000,000, and workers compensation insurance in accordance with the Worker's Compensation Act of the State of Texas to adequately protect the interests of County for all labor employed by the contractor.

In addition, professional liability insurance coverage shall be in force according to the requirements for engineering design work in the State of Texas. Evidence of required bonds and insurance shall be presented prior to execution of a guaranteed savings contract. Insurance policies to be carried under the agreement shall not be changed or canceled without prior written notification to County.

10) Taxes, Fees, Code Compliance, Licensing, Regulations

The performance contractor shall be responsible for payment of any required taxes or fees associated with the execution of the guaranteed contract. The performance contractor shall be responsible for compliance with all applicable codes and Statutes. All engineering, design, installation and construction work shall be done by contractors licensed in the State of Texas.

Each energy or water conservation or usage measure must comply with current local, state, and federal construction, plumbing, and environmental codes and regulations.

Notwithstanding, Section 302.001, and energy savings performance contract may not include improvements or equipment that allow or cause water from any condensing, cooling, or industrial process or any system of nonpotable usage over which public water supply system officials do not have sanitary control to be returned to the potable water supply.

11) References and Proprietary Information

Submission of a response deems permission to make inquiries concerning the respondent and its officers and to any persons or firms deemed appropriate by County. All documentation shall be open for public inspection after a contract is awarded, except for trade secrets and confidential information so identified by bidder as such. All confidential information, as defined by the Texas Open Records Act, should be clearly marked in red and clearly identified on each page in which it is found. Data or information so identified will be used by County solely for the purpose of evaluation and contract negotiations.

12) Inquiries

Questions that arise from respondents prior to proposal submission shall be submitted in writing to the County. The point of contact for this project is Mike Wiggins, County Judge at 830-303-4188 Ext. 328.

### 13) Schedule Of Events

County expects to undertake the selection process according to the following schedule:

Request for Proposal Issued	October 13, 2008
Submission of Proposals Due	Thursday, November 20, 2008 at 2:00 p.m.
Contractor Selection	Tuesday, December 9, 2008 at 10:00 a.m. ( <i>approximate date</i> )

### 14) Definition of Terms

All terms are defined by Local Government Code §302.001 as follows:

- "Baseline" means a calculation or set of calculations in an energy savings performance contract that may be based on historical costs, revenues, accuracy, or related components and used for determining:
  - (A) the costs for energy or water usage by a local government and related net operating costs;
  - (B) the billable revenues from providing energy, water, or other utilities to users; or
  - (C) the efficiency or accuracy of metering or related equipment, systems, or processes or procedures.
- "Energy or water conservation or usage measures" means:
  - (A) the installation or implementation of any of the items, equipment, modifications, alterations, improvements, systems, and other measures described by Subdivision (4) that are intended to provide:
    - (i) estimated energy savings;
    - (ii) an estimated increase in billable revenues; or
    - (iii) an estimated increase in meter accuracy; or
  - (B) the training for, or services related to, the operation of the items, equipment, modifications, alterations, improvements, systems, or other measures described by Paragraph (A).
- "Energy savings" means an estimated reduction in net fuel costs, energy costs, water costs, stormwater fees, other utility costs, or related net operating costs from or as compared to an established baseline of those costs. The term does not include an estimated reduction due to a decrease in energy rates that is not derived from increased conservation or reduced usage.
- "Energy savings performance contract" means a contract between a local government and a provider for energy or water conservation or usage measures in which the estimated energy savings, increase in billable revenues, or increase in meter accuracy resulting from the measures is subject to guarantee to offset the cost of the energy or water conservation or usage measures over a specified period. The term includes a contract for the installation or implementation of the following, including all causally connected work:
  - (A) insulation of a building structure and systems within the building;
  - (B) storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
  - (C) automatic energy control systems, including computer software and technical data licenses;
  - (D) heating, ventilating, or air-conditioning system modifications or replacements that reduce energy or water consumption;
  - (E) lighting fixtures that increase energy efficiency;
  - (F) energy recovery systems;
  - (G) electric systems improvements;
  - (H) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;
  - (I) water-conserving landscape irrigation equipment;
  - (J) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
    - (i) landscape contouring, including the use of berms, swales, and terraces; and
    - (ii) the use of soil amendments that increase the water-holding capacity of the soil, including compost;
  - (K) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;
  - (L) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;

- (M) equipment needed to capture water from nonconventional, alternate sources, including air-conditioning condensate or graywater, for nonpotable uses;
  - (N) metering or related equipment or systems that improve the accuracy of billable-revenue-generation systems; or
  - (O) other energy or water conservation-related improvements or equipment, including improvements or equipment relating to renewable energy or nonconventional water sources or water reuse.
- "Guarantee" means a written guarantee of a provider that the energy savings, increase in billable revenues, or increase in meter accuracy from the energy or water conservation or usage measures will at least equal the cost of the energy or water conservation or usage measures, all causally connected work, and ancillary improvements provided for in an energy savings performance contract.
  - "Increase in billable revenues" means an estimated increase in billable revenues as compared to an established baseline of billable revenues.
  - "Increase in meter accuracy" means an estimated increase in efficiency or accuracy of metering or related equipment, systems, or processes or procedures that is calculated or determined by using applicable industry engineering standards.
  - "Local government" means a county, municipality, or other political subdivision of this state. The term does not include a school district authorized to enter into an energy savings performance contract under > Section 44.901, Education Code.
  - "Meter guarantee" means a guarantee of a stipulated or agreed upon increase in billable revenues to result from the estimated increase in meter accuracy, based on stipulated or agreed upon components of a billable revenue calculation in an energy savings performance contract.
  - "Provider" means an entity in the business of designing, implementing, and installing of energy or water conservation or usage measures or an affiliate of such an entity.

#### 15) Methods of Delivery

All proposals must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

#### 16) Late Bids

Bids received after submission deadline will not be opened and will be considered void and unacceptable. Guadalupe County is not responsible for lateness of mail, courier service, etc.

## **Section II - Response Format and Preparation Instructions**

Responses must be submitted in the format outlined in this section. Provide one (1) original and three (3) copies of your responses. Each response will be reviewed to determine if it is complete prior to actual evaluation. County reserves the right to eliminate from further consideration any response which is deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the County is that all responses follow the same format in order to evaluate each response fairly. Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

The Request for Qualifications is limited to 25 pages using a number 10 Arial font. Do not include additional documents as an appendix. Begin each section and subsection described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly at the upper right corner of each page.

1) **Table of Contents**

Responses shall include a table of contents properly indicating the section and page numbers of the information included. This page is not included in the 25 page response limitation.

2) **Executive Summary**

Responses shall include an abstract of no more than two (2) pages on the information presented in the proposal and the contractor's unique qualifications and services.

3) **Background, Experience & Capabilities**

A. **Background and Firm Profile**

Provide general information on the responding firm, including; name, business address, local telephone number, names of the Texas Management team, and contact person for this project. Describe the firm's approach to performance contracting. Also include a complete description of the firm's Texas service strength and capabilities, including the firms total energy portfolio capability.

B. **Project Team**

List the members of the project team that will develop, design, project manage, install and service the installed systems (do not include subcontractors). Provide a list of the firm's personnel to be used on this project and their qualifications. Indicate the following about the team that will be permanently assigned to this project, number of years in performance contracting, number of guaranteed performance contracts. A one page resume including education, experience, and any other pertinent information shall be included for each team member assigned to this project.

C. **References**

The respondent shall include references which shall indicate the prior relevant work experience of the prime contractor. References shall be of the type and format described below:

1) **Performance Contracting, Supply and Demand Side Services** – Provide Five (5) business references with the entity's name, address, telephone number, and contact person and a brief one paragraph overview of the services performed for each reference. .

2) **Mechanical Service and Repair** – Indicate the service ability of the responding firm (do not include subcontractors). References shall demonstrate local area mechanical service and repair experience. Provide the entity's name, address, telephone number, and contact person for each firm.

4) **Technical Approach**

A. **Needs Analysis**

Indicate the respondents approach to performing detailed audits, identification and design of improvement measures, and a comprehensive solution that addresses all aspects of energy and operating costs.

B. **Training**

Provide an overview of the training that will be provided to the in-house maintenance personnel. The respondent will also include information about programs available for promoting energy awareness among staff.

C. Project Management

Indicate your firms approach to managing the project. Include a timeline showing the necessary activities and schedule for implementation of the project. Describe the various responsibilities and coordination of your team members for effective project management.

D. Savings Projections

Indicate your firms approach to projecting the energy savings associated with the project. Describe the methodology reporting of energy savings. Describe the processes and tools used to effectively project energy savings.

5) Financial Approach

A. Financing Source

Describe the sources and types of financing the respondent will use to implement this project. Indicate the team's prior use and experience with this method of financing.

B. Standards of Service and Comfort

Describe your firms approach to assuring that the customer has a complete understanding of the financial and technical guarantees of performance.

C. Savings Calculations and Monitoring

Indicate the Protocol that your firm will use proving the energy savings associated with the project.

6) Other Benefits

Describe any other benefits County will realize through this guaranteed savings contract using your firm's team.

### Section III - Selection Criteria

1) Completeness

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

2) Formal Evaluation

A. Evaluation Process

The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. The evaluation process will include verification of team references, verification of project team resumes, confirmation of financial information, and may also include site visits or other information as directed by the County.

B. Grading Format

Each section or subsection of the RFP response will be considered a separate selection criterion and will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points. Scoring will be summarized on the Formal RFP Evaluation Form.

C. Point Values

<b>Experience &amp; Background</b>	<b>30 Total Points</b>
<i>Criterion</i>	<i>Point Value</i>
Firm Profile	10
Project Team	10
References	10
<b>Technical Approach</b>	<b>40 Total Points</b>
<i>Criterion</i>	<i>Point Value</i>
Needs Analysis	10
Training	10
Project Management	10
Savings Projections	10
<b>Financial Approach</b>	<b>20 Total Points</b>
<i>Criterion</i>	<i>Point Value</i>
Financing Source	5
Standards of Service and Comfort	5
Savings Calculations and Monitoring	10
<b>Other Benefits</b>	<b>10 Total Points</b>
<b>Grand Total:</b>	<b>100</b>



D. Percentage Grades

Grade	Description
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability, experience, or understanding of topic.
40%	Criterion was addressed minimally, but response shows some capability, experience, or understanding of topic.
60%	Criterion was addressed adequately. Overall, a basic capability, experience, or understanding of topic.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

E. Example

Firm Profile has a point value of 10 points. If Response A addresses the topic well (the definition of the 80% grade), the 10 point value for the criterion would be multiplied by 80%.

Point Value  
10

Grade  
80%

Score  
8.0

3) Oral Interview

After the formal evaluations, the County may decide on oral interviews to address specific issues with selected respondents. The respondent's answers will be graded using the same format as the formal evaluation of the RFP responses. The maximum possible grand total score of the oral interview will equal 90 points.

4) Final Selection/Notification

The grand total scores of the RFP response and the oral interview will be summed. The respondent with the highest sum shall be selected. County will notify the selected firm.

5) Project Development Agreement (PDA)

Once a final selection has been made, the selected contractor will submit a Project Development Plan (PDA) which, when approved by County, will allow the selected contractor to proceed with a detailed audit, engineering design, and financial analysis of County's facilities. If during this phase, it is determined that the project fails to meet the criterion set forth in the PDA, County can terminate the PDA with no financial liability. If the project meets the criterion set forth in the PDA, and County agrees to the scope of work presented, a Performance Contracting Agreement will be implemented, and the contractor will proceed to implement the proposed improvement measures.

6) Award of Contract

In accordance with Local Government Code §302.005, before entering into an energy saving performance contract, the County will require that energy savings, increase in billable revenues, or increase in meter accuracy estimated or projected by a provider be reviewed by a licensed engineer who; 1) has a minimum of three years of experience in energy calculation and review; 2) is not an officer or employee of a provider for the contract under review; and 3) is not otherwise associated with the contract.

In conducting the review, the engineer shall focus primarily on the proposed improvements from an engineering perspective, the methodology and calculations related to the cost savings, increases in revenue, and, if applicable, efficiency or accuracy of metering equipment.

**GUADALUPE COUNTY PERFORMANCE CONTRACTING**

**FORMAL EVALUATION FORM**

<b>NAME OF RESPONDENT:</b>			
<b>Section Name</b>	<b>Point Value</b>	<b>Percentage Grade</b>	<b>Score</b>
<b>Experience &amp; Background</b>			
Firm Profile	10		
Project Team	10		
References	10		
<b>Technical Approach</b>			
Needs Analysis	10		
Training	10		
Project Management	10		
Savings Projections	10		
<b>Financial Approach</b>			
Financing Source	5		
Standards of Service and Comfort	5		
Savings Calculations and Monitoring	10		
<b>Other Benefits</b>			
Other Benefits	10		
<b>Grand Total Score (Possible 100)</b>			

NOTES: \_\_\_\_\_

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Reviewed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**GUADALUPE COUNTY PERFORMANCE CONTRACTING**

**EVALUATION SUMMARY FORM**

<b>Ranking (In Order)</b>	<b>Respondent Name</b>	<b>RFP Score</b>	<b>Oral Interview Score</b>	<b>Total Score</b>