



*CAPITAL AREA GROUNDWATER  
CONSERVATION DISTRICT*

**Request For Qualifications (RFQ)**

**FINANCING FOR PUBLIC ENTITIES AND  
FACILITY OPERATIONS & MAINTENANCE**

**Capital Area Ground Water Conservation District**

**Gary J. Beard, Executive Director**

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Submittal Deadline:

**ELECTRONIC RESPONSE**

**Thursday, January 21, 2020 at 10:00 AM CT**

At the above date and time, the solicitation will  
be closed and no further submissions will be  
allowed



# CAPITAL AREA GROUNDWATER CONSERVATION DISTRICT

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# Section 1 – RFQ Introduction and Requirements

## 1. Intent and Scope of RFQ

The mission of the Capital Area Ground Water Conservation District (“District”) is to provide for the efficient administration, conservation, orderly development and supplementation of groundwater resources in the parishes of Ascension, East Baton Rouge, East Feliciana, Pointe Coupee, West Baton Rouge and West Feliciana.

The District develops, promotes, and implements management strategies to provide for the conservation, preservation, protection, recharging and prevention of waste of the groundwater resources, over which it has jurisdictional authority, for the benefit of the people that the Capital Area District serves.

The District intends to establish a contract with a vendor for the Financing for Public Entities and Facilities Operations and Maintenance. The District is looking for a service provider that has the depth, breadth and quality of resources necessary to finance and oversee the assets, programs, and projects being financed and complete all phases as required by the District.

The NIGP Codes for this RFQ include, but not limited to: 946 Financial Services; 958-39 Financial Management Services

**Infrastructure Services.** Through this Request for Qualifications (“RFQ”), the District seeks to establish partnerships with qualified parties (“**Service Providers**”) that will support the District in achieving its mission by providing the District with a solution for its physical infrastructure. Specifically, Service Providers must demonstrate that they have the depth, breadth and quality of resources necessary to reliably procure, install and support infrastructure assets that are essential to the District (“**Installed Assets**”), and to make such Installed Assets available so that the District may use them on an “as needed” basis for the provision of its services to its customers.

**Usage Fees.** It is the intent of the District to utilize a monthly “Usage Fee” structure to define charges, fees and fee-basis associated with services delivered by Service Providers. The Service Provider shall own the Installed Assets, having no UCC Financing filings on them, and charge the District for the use of those Installed Assets based on actual usage at a pre-determined fee rate (“**Usage Fee Rate**”). Once a Service Provider has been selected and contracted, specific Installed Assets, associated services and the associated Usage Fee Rate shall be specified through the issuance of a service addendum (“**Service Addendum**”) to the Contract. Usage Fee Rates and unit basis will be at the preference of the Service Provider but shall be designated on a “per individual service item basis.” The monthly “Usage Fee” structure shall be similar to those found when contracting with water utilities that have cloud-based metering and performance measurements. The Service Provider must present the District with Usage Fee Rates or

methodology to determine such rates for the services being offered. The Usage Fee Rates shall not adversely impact the bonding capacity or balance sheet of the District.

**Transparent Rate Structures.** To maintain best procurement practices, the District intends to partner only with Service Providers that provide well-defined, transparent rate structures in an arrangement and on a basis that minimizes taxpayer risks and obligations. Rate structures established for the services provided should not be contingent on any factors other than the cost to procure, install, maintain and service the Installed Assets and must not include or be premised on the Service Provider's sharing in any operational savings realized by the District as a result of replacing existing assets. Additionally, all actual costs incurred by the Service Provider, such as costs charged by direct manufacturers, contractors, and other involved parties, must be identified and quantified as part of the contracting process. The District will not guarantee nor represent that usage of a service provided for by a Service Addendum will repay any of the costs incurred by the Service Provider in making such service available to the District.

Each of the services to be proposed as a Service Addendum is to be priced with a rate structure that identifies any items ineligible for inclusion in the rate structure. Contracts and Service Addendums may be awarded to multiple Service Providers based on the qualifications of all Service Providers.

**No Leases.** In order to ensure there is no impact on the District's current or future financial statements, financing covenants or bond capacities. A Service Addendum is to have the option for it to be considered a non-lease service contract (i.e. utility) under the current or proposed Government Account Standards Board ("GASB") standards such as Statement 87. Under no circumstances may Service Provider use third-party financing that collateralizes the equipment or installation.

**Free and Clear Title.** It is the District's intention that the design, engineering, installation, upgrading, replacement and routine maintenance of the Installed Assets must be fully paid for by the Service Provider without the existence of any liens, security interests, encumbrances, pledges or mortgages on any Installed Assets at any time. Only the Service Provider, or a legal affiliate thereof, may own the Installed Assets and any transfer of ownership must be approved in advance and in writing by the District.

**Right to Purchase.** At all times, the District intends to retain the right to purchase any Installed Asset singly, as a subgroup or *in toto* at any time, free and clear of all obligations, using a pre-agreed to open book formula. The District intends to retain the right to terminate any Service Addendum at any time and return the Installed Assets associated therewith without any cancellation charges, fees, penalties or liability for any future expected usage or future expected Service Provider losses.

**Quality, Performance and Risk Standards.** As a general matter, the District does not intend to specify products, installers or servicers. However, the District reserves the right to make such

determinations on a case-by-case basis. In all circumstances, the District does intend to have unlimited ability to set quality, performance and risk standards and to veto, without contest, any proposed product, service or Service Provider.

**Service Provider Qualification.** It is the intent of the District to solicit only Service Providers for this RFQ that meet the qualifications outlined in the RFQ selection criteria. The Service Providers must demonstrate their financial capability to pay for the services, infrastructure and other assets without encumbering those assets with any liens, mortgages, pledges or security interests.

The successful Service Provider must show the capability to review the District's needs as well as to consult with the District to help ascertain the options for the assets being installed, Usage Fees likely to be realized and the likely usage volumes by the District.

**Total Cost of Usage.** The Service Provider must present the District with proposals that meet the requirements for the scope of work for each proposed Service Addendum. Additionally, the proposal for a specific Service Addendum shall estimate the Total Cost of Usage differential between the District's existing assets and the proposed assets **over a [30]-year period**. When requested by the District and reasonably complete and accurate historical data is provided by the District.

**Public Agency.** The District is a public agency. As such, this RFQ is a solicitation for the provision of services through a government procurement process. All Proposals must conform to all requirements under applicable law for such a process.

**Contact Information.** In conformance with Tab 1 Paragraph 6 below, the following individuals shall be the sole authorized contacts for questions and any other communications regarding this RFQ

**Offer to Contract.** A Proposal in response to this RFQ is an offer to contract with the District ("**Offer to Contract**") based upon the terms, conditions, and specifications contained in this RFQ. No such Offer to Contract shall become a Contract unless and until it is executed by the District's Executive Director. A Contract shall have its inception in the acceptance through signature of an Offer to Contract and no separate or additional contract will be required.

## 2. Specifications

**Contract Specifications.** The District is seeking proposals from qualified and reputable Service Providers who are experienced in implementing financial programs to obtaining services, infrastructure and assets. This may include, but is not limited to, items such as:

- Electrical such as Micro Grids, Lighting, SCADA, Controls, Switches, Transformers
- Flow Metering and chloride detection Equipment for water wells and pumping systems

- Data transmission systems (radio or cellular signals)
- Pipes, Valves, water wells, drilling, water and wastewater treatment systems

**‘Value-Add’ Products and Service-Response.** The District is soliciting value added services and asks each Service Provider to include with their Proposal, descriptions for each class of item and service listed above on which they provide rates or rate structures, if different from the sealed rates being submitted. Service Provider should include any additional information that the District should have when making its decision concerning contract award(s), if any.

Failure to include applicable descriptions and rate structures for Service Provider’s ‘value add’ services and products will result in such ‘value add’ items not being considered for and included in potential services under a contract award.

**Warranty information.** Service Provider must provide information and answers to the following questions from which information will be used if the Service Provider is awarded a Contract:

- Do the Service Provider vendors offer extended parts and labor warranties? If yes, state examples.
- Do the Service Provider vendors provide extended warranties and/or maintenance contracts at an additional cost to the District? If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- Give examples of governmental entities where the Service Provider vendors have extended labor warranties. Include description of these warranties.
- Is warranty coverage dependent on any specific requirements?
- Who performs the Service Provider equipment mfg.’s start-up procedure?
- Detail and provide example documentation verifying Service Provider vendor warranty protection covering installation, details, materials, workmanship, inspection and preventive maintenance programs, if any.
- Detail how the Service Provider tracks warranties and updates warranty periods as units or components are replaced.
- What are the Service Provider vendors typical warranty on materials?
- What are Service Provider vendors typical warranty on installation?

**Subcontracting Plan (if applicable).** Service Provider shall submit a subcontracting plan, and, if required or necessary, Service Provider shall submit an updated subcontracting plan of an Addendum prior to commencement of any Addendum work. Service Provider(s) must pre-qualify

their subcontractors and engage them in conformance with the provisions of the applicable codes and in compliance with applicable wage and labor acts. The plan shall explain the subcontracting procedures, provide assurances that the subcontractors meet the high standards detailed in the Request for Proposals, include a subcontractor's log, subcontractor qualification form, felony conviction notice, and child and sex offender notice. This plan must also address how the Service Provider will implement its safety plan with subcontractors. (The Service Provider may reference its safety plan.) The plan must address attracting, utilizing, and mentoring small and disadvantaged businesses. The subcontracting plan must also address how the Service Provider will institute a prompt payment plan upon completion and acceptance of the work and how progress payments will be made to subcontractors on long-term installations.

Subcontractors will be held to the same standards as the Service Provider, and the District and Service Provider shall collaborate and be responsible for the supervision of all subcontractors. The Service Provider is responsible under this Contract for all subcontractors utilized by it and for the quality of the work performed. The District has the right to accept or reject any and all subcontractors.

**Certificates.** Service Provider should provide all of the following information:

- Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which the Service Provider can provide products/services.

**Ability to provide the required product(s) and/or perform the required service(s).** Describe skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business with the District. Confirm that the proposed materials/services will meet or exceed the District facility specifications and the proposed Usage Fee Rates comply with governmental requirements.

### **3. Usage Fee Rates**

Service Providers must submit pricing for their products, services and warranties in Usage Fee Rates. Usage Fee Rates listed will be used to establish the extent of the Service Provider's product lines, services, warranties, etc. that are available from a Service Provider.

All Proposals must allow the District buyout, at the District convenience, and the terms. Please explain your purchase option and what the buyout provisions are and identify any penalties for early payoff.

As described herein, the Service Provider and the District may sign a Service Addendum which may include additional contractual obligations as agreed to by both parties. All Service Addendums must reference this Contract number and title.

Once Service Providers are evaluated for qualification, Once the most-qualified company is

selected, they will be requested to submit a definitive proposal for the required facilities. The District shall review the proposals using the following:

- 1) Lowest expected Cost of Usage over 20+ Years.
- 2) Simplicity of contracting
- 3) Speed of execution
- 4) Quality of design & engineering
- 5) Designed in reliability, safety, and performance
- 6) Conformance to facility processes and preferences

If the District does not accept the financial offering from the best qualified company, the District may ask for a proposal from the next best qualified company. The District's judgment upon which proposal serves the best financial interests of the District over 30+ years.

#### **4. Amendments**

The Service Provider shall acknowledge receipt of any amendment (an “**Amendment**”) to this RFQ by signing and returning such Amendment by the specified due date and time. It is the Service Provider's responsibility to obtain copies of any Amendment(s) relevant to this RFQ. Service Provider's failure to submit Amendments with its Proposal may be grounds for deeming a submittal non-responsive.

#### **5. Applicable Laws, Codes and Regulations**

Upon award of a Contract, the selected Service Provider shall become responsible for obtaining all necessary permits and licenses and paying all necessary fees as may be required by local authorities having jurisdiction. The Service Provider will be responsible for verifying compliance with local authorities having jurisdiction **prior to commencing work**. All documents prepared by Service Provider, along with manufacturer's data sheets and specifications for equipment shall be submitted to jurisdictional authorities having authority for review and approval of same.

#### **6. Transparency Policy**

Commencing on the date and time this RFQ was published, all potential and actual Service Providers (including their representatives) shall only discuss matters associated with this RFQ with the District personnel identified in the Contact Information section of Tab 1 Paragraph 1, until either a Contract has been awarded or all Proposals have been rejected and this RFQ is cancelled. As long as this RFQ is not discussed, Service Providers may continue to conduct business with the District and discuss business that is unrelated to this RFQ with the District staff who are not decision makers in the selection process for this RFQ.

## **7. Confidential Information**

The District is obligated to abide by all public information laws. If a Service Provider believes that a specific section of its Proposal is confidential, the Service Provider shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Service Provider shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.

## **8. Term of Contract**

Contracts are awarded by the District through open competition in compliance with all applicable procurement rules and regulations.

Service Addendums for specific services will be month-to-month commitments with no minimum usage fee and no termination fees beyond recovery of actual costs less usage based depreciation. Prior to the District issuing to Service Provider a notice to proceed with installation (“**NTP**”) of a specific Installed Asset, the District shall retain the right to cancel any Service Addendum.

Each combination of Contract, Service Addendum and Installation Acceptance will constitute a unique and standalone service agreement with the District.

## **9. Formation of Contract (Execution of Offer)**

A Proposal in response to this RFQ is an Offer to Contract with the District based upon the terms, conditions, scope of work, and specifications contained in this RFQ. No such Offer to Contract shall become a Contract unless and until it is executed by the District’s appropriately authorized officer. The Service Provider must complete and submit all required signature forms. The formation of all Contracts shall follow the multiple step process hereinafter described in Tab 2 Paragraph 13 hereof.

# Section 2 – Instructions, Evaluation and Definitions

## 1. Proposal and Submission Procedures

Proposals will be accepted until the deadline indicated in this RFQ. Each Proposal must be submitted in a sealed envelope or package. The outside of the envelope or package must bear the following information in clear and legible form:

- Print the full name and address of the responding entity, and the name and telephone number, including the area code, of the person to contact with questions about the bid submission. 
- A representative of the responding entity who is authorized to enter into contracts on behalf of the entity must sign Proposals in ink. The person signing the forms must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
- Service Providers must return all properly signed original documents required in the RFQ. Service Providers should retain for their files copies of all submitted documents. Failure to return any document or information requested as part of the RFQ may result in the rejection of the entire Proposal.
- Any change made to any written Proposal on any of the documents must be made in ink by marking through the original entry and clearly entering the new information alongside the change. Changes should not be made with correction fluid. All changes must be “initialed” by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction.

Service Providers are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this RFQ before submitting a Proposal. Failure to do so will be at the Service Provider’s own risk. The law makes no allowance for errors of omission or District on the part of the Service Provider; furthermore, the Service Provider cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFQ.

the District assumes no financial responsibility for any costs incurred by Service Providers in developing and submitting a Proposal or any amendments or addenda, participating in pre-Proposal meetings, participating in any negotiation session or discussions, or any costs incurred by Service Providers pursuant to this RFQ.

## 2. Required Proposal

Each Service Provider must submit Proposals in accordance with the following:

- All Proposals must be signed by an officer of the Service Provider authorized to enter into contracts on behalf of the Service Provider.
- Signed Proposals should be submitted by email in .pdf format.
- Signed Usage Fee Rate schedules should be submitted by email separate from the Proposal in .pdf format.

To standardize the way information is submitted in Proposal to this RFQ, SOQ submissions are to be organized as detailed in Attachment A.

Service Providers failing to organize Proposals in the manner requested may be considered non-responsive and may not be evaluated. Service Provider is responsible for ensuring that the District receives their Proposal and has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

### **3. Questions**

Written questions will be accepted until January 14, 2020 at 4:30PM Central Time.

### **4. Certification**

By submitting a Proposal to this Request for Proposals, Service Provider is certifying that neither its firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any federal or state department or agency. Further, if any of the aforementioned situations occurs during the course of the procurement, Service Provider is required to inform the District thereof.

### **5. Prohibition on Lobbying**

No Service Provider shall, directly or indirectly, engage in any conduct (other than the submission of the Proposal or other prescribed submissions and/or presentations) to influence any employee of the District or any member of the District's Board concerning the award of a Contract as a result of this RFQ. Violation of this prohibition may result in disqualification of the Service Provider from further participation in the RFQ for the services or goods sought herein or from participation in future the District solicitations or contracts. The communication blackout period shall commence from the issue of this RFQ through Contract award. The Contract Administrator identified in the Contact Information section of Tab 1 Paragraph 1 is the only the District representative authorized to communicate with Service Providers or their representatives during the blackout period.

### **6. Statement of Qualifications Requirements**

Service Providers must identify all senior team participants and consultants the Service Provider has experience with in the delivery of described available services for the District.

## 7. RFQ Addendum

In the event that any changes to this RFQ occur subsequent to the issuance of the original RFQ, the changes or corrections to this RFQ will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFQ or any previous addendum.

Each addendum must be acknowledged on the acknowledgment form provided with the addendum. All required acknowledgment forms must be submitted along with the submission of a Proposal.

## 8. Award

Each Proposal to this RFQ will be evaluated on the criteria identified below and assigned points for each criterion on an absolute basis. The Service Provider whose proposal receives the highest aggregate score will be recommended for the Contract award. Notwithstanding any other provision of this RFQ, the District reserves the right to:

- waive any immaterial defect or informality;
- reject any or all Proposals or portions thereof; or
- reissue an RFQ.

(400 points) **Standard Terms and Conditions.** Standard contract terms and conditions as proposed by Service Provider such that auditors would not characterize the Contract and its addendums as a lease [or other vehicle] under GASB current and proposed and accounting standards and appropriateness for the District to use as a general platform for infrastructure services.

(200 points) **Financial Resources.** An assessment of Service Provider's financial resources and/or access to capital sufficient to allow Service Provider to become owner of Installed Assets as specified in specific addendums.

(100 points) **Construction/Project/Installation Management Standards.** Service Providers qualifications and demonstrated experience requirements for firms & individuals that will be used in service addendums:

- Engineering and design
- Procurement
- Installation
- Commissioning

- Monitoring and verification
- Maintenance
- Upgrades
- Substitutes/Replacements

Ability to adhere to installation schedules and complete all phases of the performance contracting program process in a timely manner.

(100 points) **Operational Capability.** Service Provider's operational capability to measure and monitor the performance of assets down to a unique serial # or small collection of serial numbered devices and accurately track their usage in a fully transparent and auditable environment with clear integration to billing of usage to agreed rates.

(100 point) **Ease and Simplicity of Contract.** Service Providers proposed processes for use to engage with the District.

(25 points) **References.** References from current clients of non-lease service agreements.

(25 points) **Disadvantaged Business or Small Business Goal.** Demonstration of commitment to meet or exceed the participation goal using acceptable certified subcontractors. The goal of this RFQ for disadvantage business or small business participation is 10%.

(50 points) **Local and Domestic Content.** Service Addendum products and services local and domestic content. Supply-chain safety, sustainability and reliability.

A Proposal in response to this RFQ is an Offer to Contract with the District based upon the terms, conditions, and specifications contained in this RFQ. No such Offer to Contract shall become a Contract unless and until it is executed by the District's Executive Director. A Contract have its inception in the acceptance through signature of an Offer to Contract and no separate or additional contract will be required. For that reason, all terms, conditions and specifications of the procurement contract are contained in the RFQ, unless any of the terms, conditions, or specifications are modified by an addendum or subsequent Contract amendment. The terms and conditions set forth in this RFQ and the selected Service Provider's Offer shall form the entire contract between the District and the Service Provider.

## 9. Qualifications Evaluation

- The District will evaluate each Proposal and award up to the maximum number of points indicated for each of the seven qualification criteria. The total number of points awarded for the seven criteria will be summed. The highest scoring Proposal (the score representing the committee's determination as that Service Provider being the most qualified) will be selected to enter into a Contract, subject to approval by the District's governance.

- Service Providers should take care in preparing their Proposals and pay attention to every page and form in the RFQ. Service Providers should be sure to complete and/or sign everywhere designated and provide all the information requested. Service Providers should provide all information requested in the criteria listed in all seven (7) evaluation categories.
- Service Providers are to respond strictly to the qualification criteria cited in the Qualification sections of this RFQ, with no consideration given to actual Usage Fee Rates. Usage Fee Rate structures, however, are a consideration. Examples of similar installations may be submitted as part of the firm's experience. The District may consider alternative cost-saving or enhanced benefit solutions with the selected firm.
- Following the evaluation of qualification submittals for Infrastructure as a Service, the District may, at its sole discretion:
  - Invite a short list of qualified Service Providers to participate in oral interviews;
  - Take no further action;
  - Modify (expand or reduce) the attached scope of services and issue a Service Addendum based upon the modified scope;
  - Select the successful firm(s) without further discussion; or
  - Conduct discussions in writing.

## **10. Approval of Contract**

Award of a Contract resulting from this RFQ may be contingent upon the prior receipt of written approval from the District's Board. No Contract shall be binding on the District until this approval has been obtained. All Service Providers to this RFQ hereby acknowledge the contract award requirement enumerated in this Paragraph.

## **11. Public Notice of RFQ Results**

Anticipated Board meeting notices are posted on the District's website. The anticipated the District Board meeting for approval of a contract resulting from this RFQ will be forthcoming. It is the responsibility of each Service Provider to check the District's website for notices on the specific dates for the District Board meetings. Each Service Provider to this RFQ and the District hereby agree that this provision shall serve as the minimum required action by each Service Provider toward exercising due diligence in obtaining the results of this RFQ. The requirement of approval by the District Board for any particular solicitation is dependent upon several factors. However, each Service Provider shall be required to check the District website regarding whether or not the RFQ associated with their bid requires approval by the District Board. It shall be the responsibility

of Service Providers to this Request for Proposals to monitor the website for award decisions.

## 12. Evaluations

This District will first review and evaluate all Proposals based on Service Provider qualifications. Only after a Service Provider is deemed qualified will negotiations be conducted relative to pricing.

**Identification of one (1) or more qualified Service Providers.** Submitted qualifications will be reviewed by the Executive Director which may select a short-list of the most qualified Service Providers based on the selection criteria described in the RFQ. Specifically, the District will first select the most highly qualified provider(s) on the basis of demonstrated competence and qualifications.

**Pricing Evaluation.** The Executive Director will attempt to negotiate a contract with that/those Service Provider(s) at fair and reasonable Usage Fee Rates.

After selection, all Proposals are subject to evaluation and approval. In evaluating Proposals received and determining the best value for the District and may consider any combination of the following criteria:

- Service Provider's experience as a provider of Infrastructure as a Service;
- Service Provider's availability of or access to investment capital;
- Quality of the Service Provider's goods and/or services;
- Extent to which the goods/services meet the District' needs;
- Cloud-based monitoring of usage and product performance;
- Upgradability, flexibility, reliability and durability of goods;
- Length, scope of coverage, reputation, ability to deliver manufacturer's warranty;
- Impact on the ability of Service Provider to comply with any applicable laws or rules, including those relating to the utilization of historically underutilized businesses;
- Total long-term cost to the District to use the Service Provider's goods/services;
- Usage Fee Rate; and
- Any other relevant factor that an entity could consider in selecting a Service Provider.

Service Provider must be willing to accept a Contract Award for any combination of the items and/or services contemplated by this RFQ.

The successful Service Provider(s) will be notified with a "Notice of Award" issued by the Executive Director.

### **13. Multiple-Step Contract Engagement Process**

This RFQ contemplates a multiple-step contracting process:

- i. Identification of the Lowest Qualified Proposal per Paragraph 12 above;
- ii. the District then identifies specific projects (installations of assets) to be completed pursuant to the terms of the Proposal.
- iii. Service Provider then provides the District with a calculation of the reasonably expected Usage Fee Rate and the projected cost for use of the Service Provider's equipment or materials over their useful life, with such calculation specifying the cost of the equipment, installation, service and warranty.
- iv. Upon acceptance of the proposed Usage Fee Rate by the District, Service Provider will engage a qualified contractor selected pursuant to requirements of regulations governing the procedures for procuring contract services via public bid.
- v. Service Provider then provides a confirmed Usage Fee Rate to the District based on said costs and pursuant to the terms proposed in its response to this RFQ and enter into a Service Addendum with the District including such rates and terms.
- vi. Upon approval by the District, the selected Service Provider then proceeds with the installation of equipment/materials pursuant to the Service Addendum between Service Provider and the District.

## 14. Definitions

For purposes of this RFQ, any associated Service Addendums and the Contract, the following terms shall have the following meanings:

**“Contract”** shall mean the entire agreement between the parties, including, but not limited to:

- The General Terms and Conditions document, this RFQ, all attachments and amendments thereto;
- The specifications included in the RFQ;
- The completed and signed Contract and forms;
- Service Provider’s entire Proposal to the RFQ; and
- Any negotiated items in writing that become addendum to the Contract.

**“Contractor”** shall mean the parties with whom the Service Provider has contracted to accomplish installation/commissioning/maintenance/upgrades/design/engineering required to accomplish a particular Service Addendum.

**“Days”** shall mean calendar days, unless specified as business days.

**“Procurement”** means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**“RFQ”** – Request for Proposal, a type of solicitation document.

**“Scope of Work”** shall mean the specific work agreed to be undertaken and accomplished by Service Provider through its contractors for the District via the delivery order process.

**“Security Policy”** shall mean the document designed to help implement a culture of security, while also inserting a metric to which an entity can point all employees, tenants, students, and contractors as a model of behavior structured to protect their assets.

**“Service”** shall mean the specific service, at a specific location, such as irrigation, boilers, HVAC, lighting, insulation, roofing, etc. that is provided by Service Provider.

**“Service Addendum”** shall mean a separate, additional contract entered between the District and Service Provider to further define, without limitation, a specific service at a specific location and its associated rates, special terms, insurance, maintenance, certifications, performance levels and buyout, invoice requirements, ordering requirements, on-site service, etc.

**“Service Provider”** shall mean the person, company, firm, corporation, partnership or other organization who submits a Proposal which conforms in all material respects to the RFQ document.

**“Service Provider, Responsible”** means a Service Provider having adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the services listed herein.

**“Service Provider’s Key Staff Members”** shall mean those members of Service Provider’s staff that are critical to the quality, implementation, and successful support and execution of the Contract. Service Provider’s Key Staff Members typically include a Corporate Officer in Charge, the Installation General Manager, Delivery Order Manager(s), Business Manager, Safety/Environmental Manager, Quality Assurance/Quality Control Manager, and Marketing Manager.

**“Solicitation”** shall mean an invitation to bid (ITB), request for technical offers (RTO), request for proposals (RFQ), request for qualifications (RFQ), or other invitation or request by which a Service Provider is invited to participate in a procurement.

**“Specifications”** shall mean a description of physical or functional characteristic of a service or installation process. Specifications may include a description or any requirement for selection, design, engineering, mobilization, integration, installation management, contracting, commissioning, usage training, insuring maintaining, upgrading, repairing, substituting, performance monitoring, usage reporting and auditing.

**“Term”** shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

**“Value Add”** shall mean additional products and/or Services provided by the Service Provider that are adjunct to this RFQ that would be beneficial to the District. Service Providers are encouraged to include ‘value add’ items related to this procurement. the District may determine their own specifications prior to issuing a Service Addendum for a specific service; however, each Service Provider shall include with their Proposal to this RFQ detailed specifications for each service listed in this section on which they provide rates.

# Section 3 – Statement of Qualifications

Service Providers should organize their Statement of Qualifications submission in the order detailed below.

## 1. Corporate Background and Experience

- Describe your firm’s organizational structure, including any limited partnerships and how they are applied to this proposed contract.
- Indicate all other names by which your firm has been known and length of time known by each name.
- Include the address of your firm’s website, if applicable.
- List any equipment manufactured by your company that may be included with a likely Service Addendum.
- List any installation services provided by your company or a legal affiliate that may be included with a likely Service Addendum.
- List any maintenance services provided by your company or a legal affiliate that may be included with a likely Service Addendum.
- List past or present litigation in which your company is a defendant pertaining to similar installations in the District’s state.
- List any contracts in the District’s state in the last ten (10) years that were terminated by the owner prior to completion due to non-performance.
- List any contracts in the District’s state in the last ten (10) years that were terminated by the owner prior to end of term for default or non-performance.
- List above information related to any previous business names.
- Identify and describe business associations with equipment manufacturers or suppliers used in the past 24 months for Service Addendums.

## 2. Key Project Personnel

Provide information regarding capabilities and experience of personnel directly assigned to this installation. Include the following:

- Professional resumes for key personnel and their responsibilities for the duration of the contract.
- Indicate the education and professional licensing of each person as it relates to this installation. Include a list of previous installations, similar in size and complexity, in which each team member has played a significant role.
- Clearly identify who will have primary technical responsibility for utility analysis, engineering and design work, contract negotiations, construction management, training, and performance monitoring.
- Provide an organizational chart that clearly describes your firm’s installation organization.

### **3. Upgrading Infrastructure as a Service Experience**

- How many years your firm has been in the “Infrastructure as a Service” business?
- Describe the complete range of upgrade services and capabilities your firm offers: such as engineering, design, auditing, energy/water product selection and installation, operation and maintenance, commissioning, monitoring and verification, and training.
- What manufacturers and installers has your firm used in the Infrastructure as a Service business model?
- What types of services are usually contracted?
- Describe the process of contractor selection.

### **4. Service Addendums**

- Describe how Service Addendums pricing for rates is done.
- What are the options and implications for terminating a Service Addendum prior to contract term?
- What is the process for determining benefits the District should expect from a Service Addendum?
- How are benefits from using a service monitors and audited?
- How is the performance of assets used to perform a service monitors for efficiency, reliability, and effectiveness?

## **5. Define the District Benefits to Service Provider Ownership vs. the District Ownership.**

- Deferred Maintenance, Emergency Funds, Budgeting
- Financial ratings, bond capacity, debt covenants
- Procurement Frequency, Complexity, Speed
- Product Costs, Warranty, Quality, Maintenance
- Installation Costs, Quality, Change Orders
- Technology obsolescence, Product performance and reliability
- Insurance, Indemnification, product liability
- Fixed costs, changes in usage
- Workload reduction from owning, procuring, financing, maintaining, contracting.

## **6. Corporate Financial Information**

Please provide evidence of financial capability and stability for delivering this contract.

## **7. References**

Discuss your team's experience and capabilities to successfully deliver a Service Addendum. List references within the past three (3) years indicating experience in conducting Service Addendum programs of a similar nature to this installation. Include the following specific information for each installation:

- Date
- Project title and location
- Name, address, and phone number of owner's representative
- Trade references from contractors and/or subcontractors
- Nature of your firm's responsibility
- Scope of work including types of utility conservation measures evaluated and installed with type of equipment used
- Total dollar contract amount and term in years

- Type of Usage Fee Rates (savings, benefits or consumption)
- Early Termination fees, penalties, charges.
- Buy-out terms, usage minimums.
- Exclusion from GASB/FASB current and proposed lease characterization rules
- Projected and actual installation start and end dates
- Projected annual benefits (dollars, reduced risks, systemic savings)
- Actual and measured annual benefits

### **8. Systemic Savings with Modernization**

If systemic savings if a proposed Service Addendum are to be estimated, please address the following:

- What types of cost savings to help define the benefits of your Service Addendum to offset the Usage Fee Rates do you use and the method by which you estimate?
  - Deferred Maintenance
  - Utilities
  - Installation Change Orders
  - Technology obsolescence
  - Man Power
  - Materials
  - Administrative Costs
  - Scheduled or Unscheduled Equipment Replacement
  - Outside Contracts
  - Parts
  - Equipment Repairs
  - Insurance

- Explain how these can be monitored and verified that such systemic savings have been realized.

## **9. Equipment and Training**

Demonstrate expertise in building operations and maintenance training in terms of successfully completed installations of typical vendor's for Service Addendums. Specifically discuss the following areas:

- Types, locations and frequency of training
- Training provided by your personnel, contractors or subcontractors