

City of Kenner

Request for Proposal

For Performance-Based Energy Efficiency
Contract Services



RFP No. 22-6663

Public Notice Date: Wednesday, April 6, 2022

Submission Deadline: Wednesday, May 18, 2022, by 10:30 AM

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REQUEST FOR PROPOSALS (RFP)

for

Performance-Based Energy Efficiency Contract Services

for the

City of Kenner, Louisiana

INTRODUCTION

THE CITY OF KENNER, LOUISIANA (hereinafter referred to as **CITY**) seeks proposals from interested Energy Services Companies (ESCOs) to conduct a technical energy audit of facilities and develop a Performance-Based Energy Efficiency Contract to identify and implement capital improvements to reduce energy, water, operational and related costs in **CITY** facilities. Annual cost savings must be guaranteed by the ESCO to be greater than the annual costs attributable to the services or equipment under the contract.

Many **CITY** facilities were damaged by Hurricane Ida and damage assessments are ongoing as this RFP is being issued. It is the **CITY**'s hope that the selected ESCO will work with the **CITY** to define a specific scope of energy efficiency and infrastructure upgrades in conjunction with plans to repair existing facilities. Due to the severity of Hurricane Ida damage to City Hall Buildings A, B and C, these buildings will not be included in the RFP. The **CITY** reserves the right to include the buildings in a performance-based energy efficiency contract with the selected ESCO if restoration/rebuilding plans can be aided by inclusion of energy upgrades in those buildings in the ESCO contract.

OVERVIEW

CITY seeks to maximize energy and related cost savings and increase revenues to pay for facility upgrades and services.

The ESCO's primary purpose will be to guide the **CITY** in the accomplishment of its long-range energy management goals, including:

- Incurs no up-front capital costs (**CITY** may provide capital, if desired)
- Achieves significant long-term cost savings through effective energy management
- Achieves a guarantee for cost savings
- Achieves as much cost savings as possible
- Maintains consistent and acceptable levels of occupant comfort
- Maintains consistent levels of building functionality

- Captures additional benefits from energy-related services and capital improvements, such as environmental protection, improved occupant comfort, reduced maintenance needs, improved indoor air quality, additional building improvements, etc.
- Minimizes cost to the **CITY** for the duration of the ESCO Contract
- Meets the standards of the Louisiana Revised Statutes, LA RS 33:4547, Performance-Based Energy Efficiency Contracts, in all aspects of the project.

RFP INSTRUCTIONS

The complete text of rules governing the RFP process and *Performance Based Energy Efficiency Contracts* in Louisiana can be seen in **Attachment I: LA RS 33:4547, Performance-Based Energy Efficiency Contracts**. Pursuant to La. RS 33:4547.1, et. seq., **CITY** hereby advertises and submits this Request for Proposals (RFP) for **Performance-Based Energy Efficiency Contracts**.

This RFP shall comply with the requirements of **LA RS 33:4547.2** including, but not limited to the following:

- Fifty percent (50%) of the total weighted evaluation criteria of the proposal shall be determined by the economic benefit to the **CITY**, including payback, savings, scope of work, quality of the solution, cost-effectiveness of maintenance, and cost of energy conservation measures (hereinafter referred to as ECMs) selected.
- Each ECM shall be listed separately, and, for each proposed ECM, the energy savings, operational savings, total savings, cost, and payback shall be provided separately.
- Detailed scope of work shall be provided for each ECM proposed that describes each piece of major equipment proposed and provides details for all services proposed.
- Required maintenance that must be performed to guarantee the savings shall be described in detail for each ECM proposed and cost of maintenance provided, if included in the proposed contract.
- Award shall be made to the responsible ESCO whose proposal is determined by **CITY** to be the most advantageous, taking into consideration price and the evaluation factors set forth in the RFP, including unquantifiable perceptions of **CITY** staff.
- Each proposal shall clearly identify all responsibilities of the **CITY**, if any, under the guarantee for each ECM including, but not limited to, operating hours, maintenance requirements, and operating protocols.

As related to this RFP, the following words shall be defined as follows:

- Shall / Must – denotes a mandatory requirement
- May / Allows – denotes a permissible action
- Should / Provides – denotes a desirable action
- Contractor – denotes any person having a contract with governmental body

- CITY – denotes The City of Kenner, Louisiana Government
- ESCO – denotes energy service company that is responding to the RFP
- Discussions – denotes a formal, structured means of conducting written or oral communications / presentations with responsible ESCOs who submit proposals in response to this RFP

CITY Point of Contact

Any interested ESCOs should direct all questions related to the proposal to the Department of Finance at FinContracts@kenner.la.us. Interested individuals or firms can obtain a copy of the Request for Proposal packets by emailing the City of Kenner Finance Department at Fincontracts@kenner.la.us or visiting www.Kenner.la.us. Copies of the Request for Proposal packet may also be obtained and submitted on the website www.centralauctionhouse.com. Completed packets are to be returned to the Finance Department by mail via USPS, Fed Ex, and UPS, or emailed to Fincontracts@kenner.la.us. Representatives of ESCOs **SHALL NOT** contact any other **CITY** employee or **COUNCIL MEMBER** concerning this RFP during the RFP process (from the date/time of RFP issuance to the date/time proposals are due).

Site Visits

Site visits at individual facilities must be approved in advance by Mark Glorioso, the Director of General Services, and thereafter, coordinated at least twenty-four (24) hours in advance with the designated facility point-of-contact (POC) and shall be conducted during normal operating hours. A list of facilities, addresses, and POCs is provided in this Section under “Buildings and Facilities”.

Inquiry Period

An inquiry period is hereby firmly set for all interested ESCOs to perform a detailed review of the RFP documents and to submit any written questions relative thereto. **ALL** Requests for Information (RFIs) **MUST** be in writing and received by the Finance Department on or before the date and time identified in **Attachment C, Proposed Project Schedule**. Inquiries shall not be entertained thereafter.

Inquiries shall clearly reference the relevant RFP section. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and/or written response to all requestors of the RFP. No negotiations, decisions, or actions shall be executed by any bidder because of oral discussions with a **CITY** employee. Inquiries concerning this solicitation may be hand delivered or delivered by mail, express courier, email, or fax (with follow-up phone call confirming same) to:

CITY OF KENNER

Attn: Finance Department
1610 Rev. Richard Wilson Dr.
Kenner, Louisiana 70062
Email: FinContracts@kenner.la.us
Phone: (504) 468-4049

Proposal Requirements

Proposals must be prepared as described in **Attachment D: ESCO Response**. ESCOs must submit proposals in a sealed package no later than **10:30 A.M., Wednesday, May 18th, 2022**.

Evaluation and Selection

The CITY's Project Evaluation Group (PEG), along with the third-party engineer required by the state, will assess each ESCO's proposal using evaluation criteria identified in **Attachment E: Evaluation Criteria**. The PEG will submit a recommendation for ESCO selection to the Mayor of Kenner. The prescriptive ratings of the PEG and third-party engineer for each ESCO will be included with the recommendation.

ESCO Interviews

ESCO interviews MAY be conducted by the PEG, if deemed necessary by the PEG to complete ESCO selection. If conducted, each ESCO interview will be assessed as described in **Attachment E: Evaluation Criteria** and will provide the opportunity for the ESCO to address questions and more fully describe how they represent the best ESCO partner for the CITY. Where possible, ESCOs should include the individuals who will be key points of contact and have major responsibility for contract negotiation, engineering and design, construction management and measurement and verification in the interviews. Interviews may be recorded.

Final Selection

After considering the recommendation of the PEG and third-party engineer, and envisioning the needs, goals, and future of the CITY, the Mayor will accept or reject the recommendation as being the most advantageous to the CITY. CITY reserves the right to select any qualified ESCO, to postpone selection until further notice, or to withdraw this request for proposals entirely.

Contract Negotiations

Following selection, CITY will issue to the selected ESCO a Notice of Intent to Award a Performance-Based Energy Efficiency Services Contract and to proceed with detailed negotiations and additional audits, as necessary. Then, following successful completion of the technical aspects and finalization of Project scope, an Energy Savings Performance Contract will be negotiated to implement the projects, as given in **Attachment G: Model Energy Savings Performance Contract** and **Attachment C: Special Contract Terms and Conditions**.

REQUIRED ESCO SERVICES

ESCO Expertise

ESCO must have the demonstrated capability in engineering and management to provide solutions in a broad range of building and infrastructure systems that include, but are not limited to the following:

- Mechanical systems: Heating, ventilating and air conditioning (HVAC) systems, building automation systems (BAS), domestic hot water systems, distribution systems, etc.
- Lighting systems: Interior and exterior lighting, lighting controls, daylighting strategies, etc.
- Building envelope systems: Windows, insulation, weatherization, etc.

- Specialty systems: Laundry equipment, kitchen equipment, pool systems, etc.
- Water and sewer systems: Low flow plumbing fixture retrofits and replacements, automatic controls, cooling tower modifications, irrigation system upgrades and controls, etc.
- On-site power generation: Cogeneration, micro-turbine generation, renewable energy systems etc.

In addition to technical competence, the ESCO's perceived interpersonal interfacing is a critical component as determined solely by **CITY**.

Project Development

- Ability to identify and evaluate costs and savings of a variety of energy-saving and infrastructure improvement measures
- Experience and ability to prioritize multiple ECMs based on cost-benefit, including economic payback, resolution of customer operational and maintenance issues, and improvements to infrastructure reliability and energy resiliency
- Ability to present energy audit information and recommendations to customer with clarity and understanding of long-term efficacy of improvements

Project Management

It is a requirement of the **CITY** that the ESCO shall provide a Project Manager who will be responsible for the Contract. The Project Manager must be employed on a full-time basis by the ESCO and must be assigned to the **CITY**'s contract. The Project Manager is expected to be the primary liaison and point of contact between **CITY** and ESCO during implementation of the contract. The Project Manager shall work directly with the designated **CITY** point of contact and others designated to implement and achieve cost savings goals. It is recommended that this person be identified and introduced during the evaluation and/or negotiation phase, if possible.

Implementation / Financing

- Design and permitting
- Equipment selection and procurement
- Construction management
- Hazardous waste disposal or recycling
- Financing capability or expertise to assist **CITY** in securing optimal financing

Commissioning / Guarantee / Monitoring

- Commissioning of equipment and systems
- Prescribing required operations and maintenance for improvements
- Provision of training to **CITY** staff on prescribed required operations and maintenance
- Guarantee of energy and water savings and other cost reductions

- Monitoring, measurement, and verification, and reporting of the performance and savings from improvements
- Monitoring and reporting of emissions reductions
- Maintaining long-term, high-efficiency performance of buildings

BUILDINGS AND FACILITIES

Facilities identified for this work are listed below. Each site or location may contain multiple buildings which have not been listed herein. The Technical Energy Audit conducted by the ESCO shall break down the audit per building. CITY reserves the right to reduce the scope of work or conduct work in phases. Point of Contact for access to buildings and facilities is Mark Glorioso

List of Buildings and Facilities Included in the RFP

Facility	Street Address	Year Built	Stories	Bldg SF	Annual Operating Hours
Barbre Gym	1610 Rev Richard Wilson Dr		1	Need SF	4,368
Boat Launch Shelter	Lakefront @ Williams Blvd	1996	1	506	NA
Buddy Lawson Gym	1800 Short Street	1986	2	11,940	4,368
Butch Duhe Gym	1710 10th Street	1973	2	13,877	4,368
Butch Duhe Concession Stand	1710 10th Street	2009	2	2,048	4,368
Children's Castle Building	501-503 Williams Blvd	1995	2	4,582	832
City Hall Bldg D	1610 Rev Richard Wilson Dr	1952	2	26,538	2,080
City Park Pavilion	3800 Loyola Drive	2003	1	3,000	2,080
Community Development	624 Williams Boulevard	1986	1	3,705	2,080
Council on Aging	641 Compromise Street	1997	1	4,382	2,600
Fire Dept Headquarters	2226 Williams Boulevard	1996	2	7,040	8,760
Fire Station #36	2000 Rev Richard Wilson Dr	2007	2	4,336	8,760
Fire Station #37	1919 40th Street	2001	2	12,076	8,760
Fire Station #379	3343 Williams Boulevard	1966	1	3,077	8,760
Fire Station #39	401 Vintage Drive	1979	1	4,126	8,760
Galatas Gym Building	41 Nassau Avenue	1986	2	15,495	4,368
JP Register of Voters	408 Minor Street	1985	1	1,365	2,600
Kenner Food Bank	317 Oxley Street	2015	1	2,400	2,080
Lincoln Gym Building	3100 Tifton Avenue	1977	2	14,320	4,368
MLK Resource Center	1042 31st Street	2003	1	5,520	2,600
Muss Bertolino Gym Building	600 W Esplanade Ave	1986	2	13,156	4,368
Muss Bertolino Locker Rm/Sto B	600 W Esplanade Ave	1986	1	630	4,368

Facility	Street Address	Year Built	Stories	Bldg SF	Annual Operating Hours
Muss Bertolino Concession Std	620 W Esplanade Ave	1976	2	1,280	4,368
Planetarium	2020 Lloyd Price Avenue	2003	1	5,774	3,120
Police Dept. Headquarters	500 Veterans Boulevard	2000	4	61,662	8,760
Police Training Center	1939 Rev Richard Wilson Drive	1995	2	6,060	8,760
Pontchartrain Center	4545 Williams Boulevard	1990	2	126,454	5,824
PW Transportation Bldg A	1803 23rd Street	1988	2	3,816	2,600
Rivertown Science Center	409 C Williams Boulevard	1990	1	5,774	3,120
Rivertown Space Station Building	409 R Williams Boulevard	1990	1	3,661	3,120
Susan Park Gym Building	502 Veterans Boulevard	1980	2	13,007	4,368
Wentwood Gym Building	100 W Loyola Drive	1997	2	12,636	4,368
Wentwood Concession Stand	200 W Loyola Drive	2010	1	1,250	4,368
Wentwood Adult Complex	2 Furman Circle	1972	2	11,848	4,368
Woodward, Keith Gym Building	2001 34th Street	1968	1	12,107	4,368
WWTP Plant Front Admin Trailer	1 West 30th Street	2003	1	Need SF	8,760
WWTP Plant Operations Building	1 West 30th Street	1980	1	Need SF	8,760
WWTP Plant Rear Office	1 West 30th Street	2003	1	Need SF	8,760
WWTP Plant Headworks	1 West 30th Street	1980	1	NA	8,760
WWTP Effluent Pumping Station	1 West 30th Street	2003	1	NA	8,760
WWTP Plant Clarifiers	1 West 30th Street	2003	1	NA	8,760
WWTP Plant Expansion	1 West 30th Street	1980	1	NA	8,760

List of Buildings Not Included in RFP:

Facility	Street Address	Year Built	Stories	Bldg SF
Alabama Tennis Courts	4221 Alabama St			
Annie Washington Comm Ctr	625 Veterans Boulevard	1996	2	1,530
A P Clay Tennis Courts & Gazebo	939 Rev. Richard Wilson Drive			
Betsy B. Hammond Tot Lot	600 Salvadore Road			
Buddy Lawson Field 1 and Playground	1800 Short St			
Burn Out House	908 A & B 27th Street	1977	1	2,100
Butch Duhe Fields	1710 10th St			
Ceramics	2508 20th Street	1977	1	4,126

Facility	Street Address	Year Built	Stories	Bldg SF
City Hall Bldg A	1801 Williams Boulevard	1973	1	16,625
City Hall Bldg B	1801 Williams Boulevard	1980	3	15,000
City Hall Bldg C	1801 Williams Boulevard	1956	4	22,000
Coconut Beach	100 Coconut Beach Court			
Community Resource Building	200 Decatur Street	1991	2	11,265
Dance Studio Building	2508 20th Street	1977	2	3,600
Emmett J. Krupp Jr. Field	3323 Arkansas Ave			
Fire Station #38	400 Veterans Boulevard	1972	1	6,822
Galatas Fields 1 and 2	41 Nassau Drive			
Greenwalt Center	1924 - 1926 18th Street	1973	1	1,746
Greenlawn Soccer Field & Playgrd	3323 Arkansas Ave			
Heritage Hall (#28)	303 Williams Boulevard	1986	2	7,075
Hispanic Resource Center	4312 Florida Avenue			
City Park Gazebo and Dog Park	3800 Loyola Dr			
Splash Park at AP Clay Center	200 Decatur St			
Lafreniere Soccer Office	1918 18th Street	1986	1	1,420
Laketown Lighthouse Conc. Stand	4603 Williams Boulevard	2000	1	976
Laketown Park and Shelters 1 - 7	5051 Williams Blvd			
Laketown Pier	4600 Williams Boulevard	2010	1	620
Miguez Park	67 Baron Lane			
Muss Bertolino Fields	620 W. Esplanade Ave			
Muss Bertolino Stadium	620 W. Esplanade Ave			
Office of Motor Vehicles	421 Williams Boulevard	1993	2	8,176
Parks & Recreation Admin	1905 24th Street	2000	2	5,000
Retail Shop	400 Williams Boulevard	1966	1	2,358
Retail Shop	402 Williams Boulevard	1984	1	
Rivertown Exhibition Hall	415 Williams Boulevard	1990	1	5,639
Rivertown Observatory Building	409 B Williams Boulevard	1970	1	561
Rivertown Party Room	409 A Williams Boulevard	1969	1	600
Rivertown Repertory Theater	325 Minor Street	1984	3	12,542
Rivertown Repertory Theater	401 Minor Street	1984	2	7,798
Rivertown Welcome Center	405 Williams Boulevard	1996	1	1,872

Facility	Street Address	Year Built	Stories	Bldg SF
Rosemary Minor Tot Lot	500 Taylor Street			
St. Mary's Chapel	2015 Fourth Street			Need SF
Skateboard Park	200 W Loyola Drive	2017	N/A	2,400
Sto. Shed / Maintenance Bldg	3800 Loyola Drive	2017	1	900
Susan Park Fields 1 and 2	502 Veterans Blvd			
Tire Shop and Storage for Fleet	1905 (1803) 23rd Street	2000	1	3,560
Wentwood Fields	200 W. Loyola Drive			
Westgate Playground	3535 Maine Avenue			Need SF
Woodlake Gym Building	131 W Esplanade Ave	1997	2	11,480
Woodlake Concession Stand	131 W Esplanade Ave	1997	1	2,709
Woodlake Fields	131 W. Esplanade Ave			
Vehicle Inspection Stn-Brake Tag	1904 24th Street	2000	1	4,000
Veteran's Park and Shelters 1 - 7	1901 Williams Blvd			

ATTACHMENT A

PRE-PROPOSAL MEETING / SITE VISIT REGISTRATION for Performance-Based Energy Efficiency Contract Services for the City of Kenner, Louisiana

The City of Kenner Government invites you to attend a pre-proposal meeting for Performance-Based Energy Efficiency Contract Services. This meeting is **mandatory** for all ESCOs planning to submit a proposal in response to this RFP. Please submit the registration to FinContracts@kenner.la.us prior to the Pre-Proposal Meeting.

DATE: April 20, 2022
TIME: 9:00 AM
LOCATION: 1610 Rev. Richard Wilson Dr.
Kenner, Louisiana 70062
Second Floor Auditorium

ESCOs are encouraged to tour the facilities immediately, as needed, by contacting Mark Glorioso for approval. Procedures for access to the buildings can be explained by phone immediately and will be explained at the pre-proposal meeting. Appropriate individuals will be available to answer questions about facility operation, maintenance, problems, concerns, plans, etc.

Mark Glorioso's contact phone number is (504) 617-1029.

- Yes, I plan to attend the pre-proposal meeting.*
- I acknowledge that this meeting is mandatory.*

Name: _____

Company Name: _____

Mailing Address: _____

Phone: _____ **Fax:** _____

E-mail: _____

Email Response to: <mailto:FinContracts@kenner.la.us>

ATTACHMENT B

SPECIAL INSTRUCTIONS AND REQUIREMENTS

All provisions of LRS 33 Chapter 10-C §4547.1, §4547.2, §4547.3, and other LRS must be met.

Cost Estimates

The cost estimate for each ECM must include all estimated costs, including design, engineering, installation, repairs (if any), and maintenance, as well as any other categories presented in the stated cost in the RFP.

Annual Savings Estimates

The utility and operational and maintenance cost savings for all ECMs must be estimated for each year during the contract period. **NO SAVINGS CAN BE STIPULATED - ALL SAVINGS MUST BE MEASURED AND VERIFIED ANNUALLY.**

Annual Energy Cost Escalation Rate

The Annual Energy Cost Escalation Rate to be used in calculating annual energy cost savings for the contract that results from this solicitation is fixed at *two percent (2%)*.

Allowable Payment Sources

Payment sources to support the capital investment payments are as defined in La. R.S. 39:1496.1 and LAC 34:V.Chapter 1, Subchapter A, Section 6.a.

Performance and Payment Bond

The ESCO shall provide a 100% Performance and Payment Bond in the amount of all labor, materials, and equipment installed for the **CITY** prior to the execution of the Contract.

Administrative Fee

If a performance contract is executed, the contracting ESCO shall submit a certified or cashier's check, payable to the **CITY**, in a sum determined by the **CITY**, up to *two and one-half percent (2.5%)* of the total installed value of the performance contract.

Equipment Compatibility or Standardization

All equipment or systems installed that are comparable to similar equipment or systems at the facilities, shall provide functions, features and operability that are, at a minimum, equal to the existing equipment and systems. Installed equipment and systems shall meet all standards for such equipment established by the **CITY**. Equipment shall be selected to minimize, to the extent practical, the number and type of service parts and materials needed on-site and shall consider the future likelihood of availability during the full term of the contract. This applies to all main mechanical, electrical and controls equipment. The control systems used shall be capable of interfacing with **CITY's** existing systems and/or systems desirous and advantageous to **CITY**. Further, systems herein must meet

all existing acceptable industry standards, parameters germane and acceptable to Performance-Based Contracting, and approved by CITY.

CITY Standards

All energy saving work shall be in accordance with CITY standards. As a minimum, all work shall conform to local and state Codes, including NFPA, IBC, IMC, State Plumbing Code, State Energy Code, and the NEC. The proposed energy saving strategies shall also meet the requirements of accepted standards such as ASHRAE. Thermal comfort shall be in accordance with ASHRAE Standard 55. Lighting levels shall meet the requirements of IESNA tables.

Contract Term

As described in statute: **LA RS 33:4547.1 & 33:4547.3- - NOT TO EXCEED 20 YEARS.**

Excess Savings

Annual cost savings beyond the guaranteed minimum savings shall be retained by CITY and shall not be allocated to shortfalls in any other years.

Measurement and Verification Methodology

The ESCO shall use the most recent version of the accepted industry standard of the *International Performance Measurement and Verification Protocol (IPMVP)* for validating and reporting savings to the CITY. The ESCO shall also provide digital files acceptable to CITY with reports of energy savings.

Reporting

Upon request by the CITY (and/or its Auditor) or by the Legislative Auditor of the State of Louisiana (Legislative Auditor), an ESCO shall provide any working documents, accounting records, or other materials relating to costs, pricing, or any other aspect of the ESCO's performance pursuant to a performance contract. Documents, records, or other materials provided by an ESCO shall be subject to review and verification by the CITY, by the Legislative Auditor, or by an independent third party selected by the CITY or by the Legislative Auditor.

The ESCO shall produce and present to the CITY on an annual basis, performance reports for this Contract. The ESCO's reports to the CITY shall include at a minimum the following:

- ESCO's name and address
- Whether the payment obligation under the performance contract is either:
 - Set as a percentage of the annual energy cost savings attributable to the services or equipment under the performance contract; or
 - Guaranteed by the ESCO to be less than the annual energy cost savings attributable to the services or equipment under the performance contract
- Total annual savings guaranteed by the ESCO
- Total amount CITY is required to pay under the performance contract and the term of the contract

- Total amount paid-to-date by **CITY** and the amount paid each year-to-date under the performance contract.
- Any costs paid by **CITY** which were associated with the setup or maintenance of the performance contract or with repair or maintenance of the equipment used under the performance contract.
- The annual cost to **CITY** of energy or other utilities beginning two years prior to operation of the performance contract and during the operation of the performance contract.
- The annual energy cost savings each year, shown also as a percentage of the annual amount to be paid by **CITY** under the performance contract.
- Annual maintenance cost savings for each year. Maintenance savings means operating expenses eliminated and future capital replacement expenditures avoided by the **CITY** as a result of new equipment installed or services performed by the ESCO.

Disclosure of Subcontractors and Other Parties

The ESCO shall furnish to the **CITY** a list of names of the ESCO's associates (i.e., all contractors, subcontractors, consultants, financing entities, and other professional service providers) that it has used, has under contract, or plans to use in fulfilling the terms of a Contract related to this RFP.

Cancellation of RFP

The **CITY** reserves the right to cancel this RFP before any contract is issued. Any proposal and all proposals may be rejected in whole or part when it is in the best interest of the **CITY**. Said cancellation shall be without any costs, charge, expense, or penalty to the **CITY**.

Failure to Appropriate

Pursuant to Louisiana law, the continuation of this RFP and any resulting contract is contingent upon the appropriation of funds by the **CITY** to fulfill the requirements of the contract. If the **CITY** fails to appropriate sufficient monies to provide for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds have been appropriated. Such termination shall be without penalty or expense to the **CITY**, except for payments which have been earned prior to the termination date [which require strict proof thereof].

ATTACHMENT C

SPECIAL CONTRACT TERMS AND CONDITIONS

The following Special Contract Terms and Conditions will be an integral part of the subsequent contracts and are presented here to emphasize their importance.

- A. The ESCO shall also provide training in the proper operation and maintenance of installed improvements and equipment to CITY's in-house maintenance staff for a term desired by the CITY and shall train CITY's personnel at termination of the contract on proper maintenance procedures, if requested by the CITY (costs will be included in annual ongoing services portion of Agreement). This training shall take the form of training classes and training videotapes as outlined in Agreement.
- B. The standards of service provided for the facilities in lighting shall be made in accordance with the recommended light levels as set forth by the Illuminating Engineering Society of North America Guidelines and the Louisiana Sanitary Code, whichever standard is more stringent.
- C. All engineering and design work related to the installation or modification of facilities shall be reviewed by the CITY's Project Manager before providing Notice to Proceed for the work in question. All design documents shall be in accordance with CITY's Standards. All installation and construction work shall be performed by contractors licensed in the State of Louisiana and the CITY.
- D. The ESCO shall be responsible for obtaining all permits and related permit fees associated with the Work and Services including appropriate code reviews, including, but not limited to, the State Fire Marshal and Office of Public Health. The ESCO shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. CITY shall be responsible for real estate and personal property taxes where applicable. CITY shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes.
- E. The ESCO shall provide a 100% Performance and Payment Bond in the amount of all labor, materials, and equipment installed for the CITY.
- F. The ESCO shall present to CITY all warranties, shop drawings, operating manuals, schematics, etc., at the completion of equipment installation.
- G. The level of quality of lighting, temperature, comfort, and humidity shall in no case be compromised. CITY shall survey and monitor certain areas for adherence to the level of performance at original installation. Any equipment failing to perform at the original level shall be repaired or replaced immediately.
- H. ESCO will be allowed to use the sales tax-exempt status for CITY in order to purchase equipment.
- I. CITY may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its

performance obligations pursuant to this agreement, provided that the **CITY** shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the **CITY** may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

- J. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the **CITY** to comply with the terms and conditions of this agreement, provided that the Contractor shall give the **CITY** written notice specifying the **CITY's** failure and a reasonable opportunity (30 days minimum) for the **CITY** to cure the defect.
- K. Where the ESCO provides any new software as part of this contract, the ESCO must provide customer with an agreed upon number of software licenses, which revert directly to **CITY** when ESCO services are completed. This shall include all levels of programming. The ESCO shall provide all control system controller specific special application software. The ESCO shall use software **acceptable** to **CITY** and after initial setup and each report on energy consumption, turn over a digital copy of the energy usage to the **CITY**.
- L. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- M. Ownership of the equipment shall be discussed during the negotiation phase. Unless otherwise agreed separately in writing, the **CITY** shall own all equipment (and operating systems for said equipment) at the end of the contract.
- N. Each of the items in **Attachment B** is incorporated by reference as if copied herein *in extenso* and shall be included in any resulting Contract.

ATTACHMENT D

PROPOSED PROJECT SCHEDULE

The following schedule is a proposed schedule. It is subject to change during the project.

<u>ACTIVITY</u>	<u>DATE</u>
<u>Advertise and Issue RFP:</u>	April 6, 2022
<u>Week #1 Advertisement:</u>	April 6, 2022
<u>Week #2 Advertisement:</u>	April 13, 2022
<u>Week #3 Advertisement:</u>	April 20, 2022
<u>Mandatory Pre-Proposal Meeting:</u>	April 20, 2022, at 9:00 AM
<u>Site Visits (Schedule to be provided)</u>	April 20, 2022, 9:30 AM – 3:30 PM April 21, 2022, 9:00 AM – 3:30 PM April 22, 2022, 9:00 AM – 3:30 PM
<u>Deadline for Receipt of Written Inquiries:</u>	May 12, 2022, at 3:00 PM
<u>Proposals Due on or Before:</u>	May 18, 2022, at 10:30 AM
<u>ESCO Interviews (Optional):</u>	May 24, 2022 (TBD)
<u>ESCO Selection:</u>	May 25, 2022
<u>City Council Approval of Contract</u>	June 24, 2022

Note: CITY reserves the right to change or deviate from this schedule.

ATTACHMENT E

ESCO RESPONSE

GENERAL INFORMATION

***All provisions of LRS 33 Chapter 10-C §4547.1, §4547.2, §4547.3, and other LRS must be met.*

***In addition to technical competence and the provisions herein, the ESCO's perceived interpersonal interfacing is a critical component of this effort as determined solely by CITY.*

Due Date

Refer to **Attachment D: Proposed Project Schedule** for due date and time. **Late proposals will not be accepted.**

Submit Proposal

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The ESCO's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the ESCO's ability to meet the requirements of the RFP is also desired. Each ESCO is solely responsible for the accuracy and completeness of its proposal.

Quantity: Submit five (5) original proposals and one (1) electronic PDF of the complete proposal in one sealed package.

Delivery Package: The outside of the package should be clearly marked pursuant to the advertisement and include at least "Proposal for Performance-Based Energy Efficiency Contract Services" but shall also include the name of the respondent and "RFP-CITY OF KENNER, LOUISIANA.

Delivery: Proposals may be **hand delivered or mailed** to the following delivery address:

CITY OF KENNER GOVERNMENT

Attn: Purchasing Manager

1610 Rev. Richard Wilson Dr.

Kenner, Louisiana 70062

Email: FinContracts@kenner.la.us

Phone: (504) 468-4049

****Proposals MUST be received no later than May 18, 2022, by 10:30 AM**

Additional Information

- Proposals **will not be read aloud**; however, CITY will mark the documents as “original” proposals. Revisions or modifications to the proposals will not be accepted after they have been opened.
- Answer all questions or state N/A if not applicable.
- Please number and re-state each subheading or question, followed by your response. This improves clarity and makes it much easier to evaluate your proposal.
- Number all pages.
- The CITY will not be liable for any error in the proposal. ESCO will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: CITY reserves the right to make corrections or clarifications due to patent errors identified in proposals by CITY or the ESCO. CITY, at its option, has the right to request clarification or additional information from the ESCO.
- CITY reserves the right to change the calendar of events or issue Addenda to the RFP at any time. CITY also reserves the right to cancel or reissue the RFP. If the ESCO needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the ESCO, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.
- An ESCO may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the ESCO must be submitted to the CITY and must be clearly marked, **Attn: Elizabeth Herring, Chief Financial Officer, “Request to Withdraw Proposal”**.
- Proposals shall be based on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by CITY pursuant to the RFP.
- Issuance of this RFP in no way constitutes a commitment by CITY to award a contract. **CITY reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of CITY to do so --- solely as determined by CITY.**
- All materials submitted in response to this request become the property of CITY. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by CITY and not returned to ESCOs. Any copyrighted materials in the response are not transferred to CITY.
- The CITY is not liable for any costs incurred by prospective ESCOs or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the ESCO in responding to the RFP are entirely the responsibility of the ESCO, and shall not be reimbursed in any manner by CITY.
- All proposals shall be considered valid for acceptance until such time an award is made, unless the ESCO provides for a different time period within its proposal response.

However, CITY reserves the right to reject a proposal if the ESCO's response is unacceptable and the ESCO is unwilling to extend the validity of its proposal.

ESCO PROPOSAL ORGANIZATION

1. QUALIFICATIONS AND CAPABILITY

A. General Firm Information

- 1) Type of Firm (corporation, partnership, sole proprietorship, joint venture)
- 2) Year Firm Established. Number of years your firm has been in business under its present business name
- 3) Other Firm Names. Indicate all other names by which your organization has been known and the length of time known by each name.
- 4) Parent Company. If applicable, state name, address, former name if applicable, tax identification number
- 5) Participating Division or Louisiana Branch Offices. State division or Louisiana branch offices that will participate in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided (office name, address and number of full-time personnel at each location).
- 6) Submittal. Submittal is for (parent company, subsidiary, division, branch office)

B. Experience

- 1) Years in Energy Business. State the number of years your firm has been involved in the energy-efficiency related business. State the number of years your firm has offered performance contracting services nationally and the number of years in Louisiana.
- 2) Number and Value of Contracts. Indicate the dollar volume of energy savings performance contracts implemented by your firm each year for the past five years.
- 3) NAESCO Accreditation. Is your firm accredited by NAESCO? If so, provide a copy of your current accreditation certificate from the National Association of Energy Service Companies (NAESCO).
- 4) Contract Disputes. Has your firm or principals ever been involved in litigation, arbitration, cancellation, and/or non-appropriation of a Performance Contract? If so, provide brief summary of details explaining. If not provide a statement stating so.

C. Scope of Services

- 1) Types of Services. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) available from your firm.
- 2) Expertise in Systems. Describe your ability to offer services to upgrade HVAC, controls, lighting, renewables, pools, kitchen, laundry and other systems.

- 3) Provision of Financing. Describe general ability and approach to help with financing. Describe ability to ensure low rates.
- 4) Provision of Insurance. Generally describe your capability to secure insurance policies.

D. Financial Soundness

- 1) Financial Statement. Attach your firm's most recent audited financial statement or annual report for each of the last two years.
- 2) Identify bonding agent by name, phone number and rating and letter of intent to bond.

E. Attachments for "Qualifications and Capability of Firm" Section

Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

2. EXPERIENCE AND EXPERTISE

A. Project History.

Identify and provide project references (not to exceed ten) that involve buildings similar in type, size, or scope to the building(s) described in the technical appendices and in similar types of facilities. If available, include as much of the following information as possible on each project (*no preferred format*):

Project Identification. Name of project owner, type of project (hospital, k-12 school, university, office building, etc.), location (city, state).

Project Dates. Actual construction start and end dates

Project Size. Number of buildings, total square footage, total contract amount and the total project capital cost.

List of Improvements. Type of retrofits and operational improvements related to energy, water, and other cost savings.

Guaranteed Savings. State the amount of the guarantee. Also describe how the guarantee functioned and if your firm was required to pay funds to meet the guarantee.

Actual Annual Savings. State the actual annual energy, water, and O&M savings (Therms, kWh, kW, Gallons). Also describe if savings were measured or stipulated.

Contract Terms. Type of contract (shared-savings, lease purchase, guaranteed savings), contract term, and financing arrangement.

Source of Funds. Source of funds used for the project. If applicable, describe your firm's role in securing funds.

Technical Design Personnel. Include name(s) of primary technical design personnel.

Project Schedule. Indicate if the project was completed on schedule. If not, please explain.

Comments. Comment on any special features, services, conditions, etc.

Reference Contacts. Names and contact information of CITY's representatives who can serve as references.

B. Personnel Information.

- 1) Qualifications and Experience. Describe the number and quality of staff you currently employ to conduct technical analysis, engineering design, construction management, construction, training, and post-contract monitoring. Provide location, company and resumes of key personnel assigned to this project including Energy Engineer(s), Project Manager, Measurement & Verification Engineer, and Service personnel.
- 2) Subcontractors. Describe the nature of work generally conducted by subcontractors. Provide names, address and phone numbers and anticipated responsibility of any subcontractors for this project.

3. PERFORMANCE CONTRACTING APPROACH

A. Approach

- 1) Differentiation of Your Firm. Describe characteristics of how your firm approaches performance contracting.
- 2) Project Management. Briefly describe your firm's approach to project management.

B. Other Services

- 1) Training Provisions. Describe your firm's capabilities in providing technical training for facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
- 2) Maintenance Contract. Describe the types of services that can be included in the maintenance contract. Comment on whether CITY's maintenance staff can perform some of these duties if desired and describe any impact on the guarantee. (These duties could include programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.). Describe your firm's flexibility in terminating the guarantee. Describe the required length of the maintenance contract and the relationship with the guarantee if CITY chooses to terminate the maintenance contract prior to the end of the performance contract.
- 3) Project Financing. Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing of this project. Please comment on how you would work with CITY to utilize tax-exempt financing if appropriate, or other methods to keep financing costs to a minimum.

C. Construction Issues

- 1) Environmental Liability. State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the project. If the firm is willing to accept any level of environmental liability, state the level and provide a cost analysis.
- 2) Equipment Ownership and Service Responsibility. Describe the status of equipment ownership and service responsibility at contract expiration.
- 3) Warranties. State the nature and term of typical warranties.

D. Attachments for "Performance Contracting Approach" Section

Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

4. TECHNICAL APPROACH

A. Audit

- 1) Technical Site Analysis. Describe your general approach to auditing a facility. What is involved? How is **CITY** involved? Methodical approach? Level of expertise involved? Information and resources needed from **CITY**?
- 2) Engineering Design. Describe your firm's approach to the technical design of this project. Describe standards of comfort and functionality that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.
- 3) Sample Technical Calculations. Submit a sample of technical calculations conducted by your firm for this proposal.

B. Measurement & Verification Methodology

- 1) Describe your approach to constructing a Measurement and Verification Plan and any guidelines adhered to. The use of the accepted industry standard of the *International Performance Measuring and Verification Protocol* is required.
- 2) Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance. Describe the method(s) used to adjust the energy, water, and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment. Address issues regarding buildings projected to have substantial changes in use.
- 3) List all procedures, formulas and methodologies including special metering or equipment, which your firm will use to calculate energy, water, and O&M savings. Include assumptions made in the calculations and describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or material savings.
- 4) Describe your firm's procedures and schedule for measuring financial performance of projects. Include a sample report of the format that will be used on this project. Describe how the savings guarantee provisions work if project results vary from projections.

- 5) Does the guarantee cover the annual monitoring & verification and maintenance contract? Describe in general the recommended M&V plan for the project in this proposal.

C. Attachments for “Technical Approach” Section

Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

5. SITE-SPECIFIC SCOPE

A. Project Scope

- 1) Types of Services. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) offered for this project.
- 2) Potential Projects. Based on your preliminary assessment of the information provided, describe any equipment modifications, installations, or replacements at the facility that your firm would consider installing as a part of this project. Address energy, water and operation and maintenance opportunities. Also describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value to CITY. Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment in the facilities to be addressed.
- 3) Benefits. Describe the specific benefits your firm can offer.

B. Project Management

- 1) Construction Management. Describe how your firm would work with current building management and maintenance personnel to coordinate construction and avoid conflicts with the building’s operation and use. Describe your flexibility and/or any limitations regarding possible CITY activities such as: management of additional energy and water projects, monitoring of installation and performance of ESCO projects, integration of other identified capital needs with ESCO projects which may or may not contain energy and water saving opportunities.
- 2) Project Schedule. Propose a preliminary project schedule.

C. Operational and Maintenance Responsibilities

- 1) Operations and Maintenance. Describe any major changes in operations or maintenance of the facilities that your firm foresees based on the information provided. Briefly describe the maintenance responsibilities of your firm and CITY. Describe how your firm would provide appropriate training in operations and maintenance of installed improvements.

D. Attachments for “Site Specific Approach” Section.

Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

6. FINANCIAL ANALYSIS

- A. Provide a financial analysis to model the project in this proposal incorporating energy, operational and capital avoidance savings; Turnkey project costs for implementation; Service costs including maintenance, monitoring and Measurement and Verification; and financial transaction costs. Identify all escalations on energy and operational savings and service costs.
- B. **Other Costs:** Describe other costs such as maintenance and monitoring agreements and describe how they will be applied. Also state whether these are annual costs and if they are required each year of the contract.
- C. ESCO may offer alternative financing options.
- D. Provide a separate list of costs and savings associated with each proposed ECM.
- E. **Cost Estimates:** The proposal must include estimates of savings for each measure each year. Provide a separately itemized list of costs and savings associated with each proposed ECM. Also, the cost estimate for each measure must include all costs including design, engineering, installation, maintenance, repairs, and debt services as well as other categories presented in the stated cost in the RFP.
- F. **Annual Savings Estimates:** The utility and operational and maintenance cost savings for all measures must be estimated for each year during the contract period.
- G. **Attachments for “Financial Analysis” Section**
Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section or include elsewhere in a clearly marked location for easy reference.

ATTACHMENT F

EVALUATION CRITERIA

The criteria listed below will be used to evaluate written proposals and the subsequent interviews. The weight given to the individual criteria during the evaluation process is listed for each one.

Proposals should include all necessary information that is pertinent to these evaluation criteria. Additional information required for proper assessment of proposals may be requested from the ESCO at the discretion of CITY.

1. TECHNICAL ANALYSIS (Weight: 50%)

A. QUALIFICATIONS AND CAPABILITY

- 1) **General Firm Information.**
- 2) **Experience of Firm.** General experience in energy-related and performance contracting services, particularly in Louisiana.
- 3) **Scope of Services.** Comprehensiveness of management, maintenance and monitoring services offered, particularly in Louisiana.
- 4) **Financial Soundness.** Financial soundness and stability of the ESCO. Completeness and strength (financial viability) of most recent annual financial statements.

B. EXPERIENCE AND EXPERTISE

- 1) **Project History.** Quality of past projects completed with respect to scope and documented savings, particularly in Louisiana.
- 2) **Personnel Information.** Qualifications and relevant experience of the staff in engineering, project management and other areas of importance.
- 3) **Reference Checks.** To include litigation, arbitration, cancellation and/or non-appropriation of a performance contract.

C. PERFORMANCE CONTRACTING APPROACH

- 1) **Approach.** Overall approach to performance contracting and needed contract adjustments.
- 2) **Other Services.** Full range of services and flexibility in applying those services.
- 3) **Construction Issues.** Ways of handling environmental liabilities, warranties, and equipment service, particularly in Louisiana.

D. TECHNICAL APPROACH

- 1) **Audit.** Overall approach including engineering design and sample calculations
- 2) **Measurement and Verification Methodology** -Overall approach; Reasonableness of methodologies to determine the baseline and savings. General plan for proposed project.

E. SITE SPECIFIC APPROACH

- 1) **Project Scope for This Project.** Understanding of existing building conditions, systems and operation and maintenance projects. Responsive to strategies in adapting control strategies, equipment and maintenance practices in response to changes in utility rates, technology, and building conditions in order to enhance project performance. Comprehensiveness and clarity of the technical approach to this project based on improvements likely to be included. Relevance and benefits of proposed retrofits for these facilities.
- 2) **Project Management for This Project.** Management approach and relevant qualifications of key personnel assigned to the project involved in technical auditing and design, project management and construction, with respect to the size, scope and building type of this project.
- 3) **Operational and Maintenance Responsibilities.** Operation and maintenance approach, approach to compatibility/openness/standardization of equipment, standards of comfort and provision of insurance.

2. FINANCIAL ANALYSIS (Weight: 50%)

A. Evaluate by weighing:

- 1) Cost to benefits analysis (project and services)
- 2) Comprehensiveness of scope (Maximized project potential)
- 3) Reasonableness of savings (energy and operational)
- 4) Cashflow Positive
- 5) Cost of maintenance

ATTACHMENT G

Title 33, Louisiana Revised Statutes, Municipalities and Cities, Chapter 10-C. Performance-Based Energy Efficiency Contracting,

§ 4547.1. Authorization; performance-based energy efficiency contracts

A. Any political subdivision may enter into a performance-based energy efficiency contract for services and equipment. Such a contract shall be considered a contract for services and shall be exempt from the provisions of R.S. 38:2212 but shall be subject to the provisions of this Chapter.

B. (1) For the purposes of this Chapter, a performance-based energy efficiency contract shall be defined as a contract for energy efficiency services and equipment in which the payment obligation for each year of the contract is:

(a) Set as a percentage of the annual energy cost savings attributable to the services or equipment under the contract; or

(b) Guaranteed by the person under contract to be less than the annual energy cost savings attributable to the services or equipment under the contract.

(2) Energy efficiency contracts shall be contracts that are utilized for purposes that include but are not limited to the following:

(a) Insulation and reduced air infiltration of the building structure, including walls, ceilings, and roofs or systems within the building.

(b) Storm windows or doors, caulking or weather-stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, reductions in glass area, or other window and door system modifications that reduce energy consumption.

(c) Automated or computerized energy control systems, including computer software and technical data licenses.

(d) Heating, ventilating, or air conditioning system modifications or replacements.

(e) Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made.

(f) Indoor air quality improvements.

(g) Energy recovery systems.

(h) Electric system improvements.

(i) Building operation programs that reduce operating costs.

(j) Other energy conservation-related improvements or equipment, including improvements or equipment related to renewable energy.

(k) Water and other natural resource conservation, including accuracy and measurement of water distribution and consumption.

(l) An alteration or measure identified through a comprehensive audit or assessment of new or existing facilities.

(3) For the purposes of this Section, the following terms shall be defined as follows:

(a) “Energy efficiency” shall mean an alteration to an existing facility that is designed for the reduction of the consumption of energy or natural resources or the reduction of operating costs as a result of changes that meet the following criteria:

(i) They do not degrade the level of service or working conditions below recognized acceptable standards.

(ii) They are measurable and verifiable under the International Performance Measurement and Verification Protocol as it existed on January 1, 2006, or subsequently amended verification protocols or alternative protocols and verification standards and methodologies acceptable to political subdivisions.

(b) “Reduction of operating costs” shall mean the elimination of operating expenses or the avoidance of future capital replacement expenditures as a result of new equipment installed or services performed by the performance contractor. A contract which otherwise satisfies the requirements of this Section shall satisfy the requirements allowing use of a performance-based energy efficiency contract even if the sole cost being eliminated or reduced is cost related to maintenance, or as otherwise defined as “Annual energy savings” below.

C. “Annual energy savings” shall mean, when calculating annual energy cost savings attributable to the services or equipment installed pursuant to a performance-based energy efficiency contract as defined in R.S. 39:1484(14), the savings in electricity, gas, water, propane, oil, diesel, steam or other like utility costs increased revenues obtained from upgrades or modifications to a water, wastewater, gas or electric utility infrastructure, systems or accounting and billing systems and shall include future capital expenditures avoided and maintenance savings. Capital replacement expenditures avoided and maintenance savings shall be itemized separately.

D. “Performance contracting” shall mean all programs designed to save energy that are guaranteed by a company or contractor for the political subdivision. The company or contractor guaranteeing such programs may include, but are not limited to, lighting, water conservation, water management

companies, or contractors that specialize in servicing such energy savings equipment such as mechanical or electrical systems and energy services companies (hereinafter referred to ESCO).

E. (1) Prior to award of any performance-based energy efficiency contract, the political subdivision shall select an energy efficiency independent third-party evaluation consultant to review and evaluate the submitted proposals.

(2) No person, entity, or ESCO which assists the political subdivision in the development of the request for proposals shall be the respondent to the request for proposals.

(3) The energy efficiency independent third-party evaluation consultant shall submit the results of his evaluation in an open meeting to the political subdivision for its review. The political subdivision shall require that the consultant selected pursuant to this Subsection participate on its behalf in the negotiation of the contract.

(4) An energy efficiency independent third-party evaluation consultant shall have no conflict of interest as to the political subdivision, the proposals which the consultant is to evaluate, or to any proposer. Prior to the selection of such consultant, the consultant shall certify that there is no conflict of interest as to the political subdivision, the proposals which the consultant is to evaluate, or to any proposer.

(5) In order to fund the cost of the evaluation, review, approval, oversight, and performance audits as provided in this Section, the request for proposals for the award of a performance-based energy efficiency contract shall require the proposer to pay a sum not to exceed two and one-half percent of the total value of the performance-based energy efficiency contract at the time that a contract is executed by that proposer.

(6) An energy efficiency independent third-party evaluation consultant shall, at a minimum, be licensed by the state of Louisiana as a professional engineer or a professional architect with experience in energy efficiency contracting. Each political subdivision shall be responsible for verifying the credentials of the consultant to ensure that he possesses the minimum qualifications and has no conflict of interest to the political subdivision or the proposers.

F. (1) Any performance-based energy efficiency contract entered into shall be for a period equal to the lesser of twenty years or the average life of the equipment installed by the performance contractor and shall contain a guarantee of energy savings. The guarantee of energy savings shall, at a minimum, ensure a total annual savings sufficient to fully fund any financing arrangement entered into to fund the contract. In addition, any performance-based energy efficiency contract shall contain the following clause:

“The continuation of this contract is contingent upon the appropriation of funds by the political subdivision to fulfill the requirements of the contract. If the political subdivision fails to appropriate sufficient monies to provide for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds have been appropriated. Such termination shall be without penalty or expense to the political subdivision except for payments which have been earned prior to the termination date.”

(2) Any contract entered into pursuant to this Chapter shall include the total units of energy saved, the method, device or financial arrangement to establish a firm amount for the savings, the cost per unit of energy, and, if applicable, the basis for any adjustment in the stated cost for the term of the contract, and for each energy saving measure included in the contract, shall also provide the following:

(a) Detailed scope of work.

(b) Price to be paid by the political subdivision as the initial cost.

(c) Annual energy cost savings.

(d) Annual maintenance savings including any maintenance and operational savings associated with installation, including but not limited to services, parts, materials, labor, and equipment.

(e) Annual new maintenance cost including operating expenses added as a result of new equipment installed or services performed by the contractor.

(f) Total annual savings, which shall be determined by adding annual energy cost savings to annual maintenance savings and subtracting any annual new maintenance costs.

(g) All savings shall be guaranteed and measured on an annual basis.

(h) A schedule for submission of the annual savings audit reports.

(3) Except for proprietary company financial information, the responses to a request for proposals shall be public records pursuant the Public Records Law, R.S. 44:1, et seq.

§ 4547.2. Procedures

A. Notwithstanding any other provision of law to the contrary, a political subdivision shall provide adequate public notice of the request for proposals for performance-based energy efficiency contracts by advertising in its official journal at least once a week for three different weeks. The first advertisement shall appear at least forty-two days before the last day that proposals will be accepted. In addition, written notice shall be mailed to persons, firms, or corporations who are known to be in a position to furnish such services at least forty-two days before the last day that proposals will be accepted.

B. The request for proposals shall indicate the relative importance of price and other evaluation factors and shall clearly define the criteria to be used in evaluating the proposals and the time frames within which the work must be completed. Fifty percent of the total weighted evaluation criteria of the proposal shall be determined by shortest payback, maximum savings, scope of the work, quality of the product, cost of maintenance, and quoted amount of the energy conservation measure (hereinafter referred to as ECM) selected.

C. Every request for proposals shall include the following mandatory provisions:

(1) Each ECM shall be listed separately and for each such proposed ECM the energy savings, operational savings, total savings, cost and payback shall be provided separately. Energy Conservation Measure (ECM) also means measures that are applied to existing buildings that improve energy efficiency and are life cycle cost effective. Operational savings means reduction of actual budget line items currently being expended or savings realized from the implementation or installation of energy cost savings measures.

(2) Detailed scope shall be provided for each ECM proposed, which describes each piece of equipment proposed and provides details for all services proposed.

(3) The required maintenance that must be performed to guarantee the savings forecast shall be described in detail for each ECM proposed and the cost of maintenance, if included in the proposed contract.

D. Award shall be made to the responsible offeror whose proposal is determined by the using agency of the governing body of the political subdivision to be the most advantageous, taking into consideration price and the evaluation factors set forth in the request for proposals.

E. Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

F. A request for proposals or other solicitation may be cancelled or all proposals may be rejected if it is determined that such action is taken in the best interest of the political subdivision.

G. For any systems, including, but not limited to, facility automation and control systems proposed pursuant to this Chapter, there shall be provided full capabilities to operate, maintain, repair, update, reconfigure and engineer changes necessary to accommodate facility or operational changes or incorporate new energy savings control strategies. Such shall be available to the using political subdivision or its designee. There is no requirement under this law to provide any political subdivision with access to the operating system of the contractor. However, the user interface software must provide for all capabilities listed in this Section.

H. Each proposal shall clearly identify any and all responsibility of the political subdivision, if any, under the guarantee for each ECM including, but not limited to, operating hours, maintenance requirements, and operating protocols.

§ 4547.3. Term; guarantee of energy savings

A. Notwithstanding any other provision of the law to the contrary, any performance-based energy efficiency contract shall be for a period equal to the lesser of twenty years or the average life of the equipment installed by the performance contractor and shall contain a guarantee of energy savings, for at least the term of the bonds sold or financing arrangement of the political subdivision to support the terms of the energy performance contract.

B. When calculating “annual energy cost savings attributable to the services or equipment” installed pursuant to a performance-based energy efficiency contract as defined in R.S. 39:1484(14), maintenance savings shall be included. “Maintenance savings” means operating expenses eliminated and future capital replacement expenditures avoided as a result of new equipment installed or services performed by the performance contractor.

ATTACHMENT H

CITY OF KENNER

PROFESSIONAL ENGINEERING SERVICES CONTRACT INSURANCE SPECIFICATIONS

I. INSURANCE REQUIREMENTS:

THE ENGINEER IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS KENNER) THROUGH ITS RISK MANAGEMENT CONSULANT WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis; KENNER shall be excess and non-contributing. Latitude is given to the ENGINEER. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. If any policies contain deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. The maximum deductible or retention amount allowed for the ENGINEER for this Contract shall be no more than \$10,000. Additionally, each line of insurance may have its own set of requirements that must be met. Where indicated "(If applicable)", coverage will be required if it is necessary for the ENGINEER to perform Work in an environment that requires that specific coverage. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, if applicable.

B. INSURANCE:

Insurance obtained and maintained in the name of the ENGINEER shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; provide Other States coverage; if applicable
- b. Employers Liability with Minimum acceptable limits of:
\$1,000,000/\$1,000,000/\$1,000,000;

- c. Waiver of subrogation to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract;
- d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 0001 or pre-approved equivalent;
- b. Minimum acceptable limits of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- c. Amendment – Aggregate limits of insurance (per project), [CG 25 03] 9 (edition 11 85) or the most recent edition in use in Louisiana or pre-approved equivalent.
- d. Fire Legal Liability Coverage in the amount of \$300,000 per occurrence, \$1,000,000 aggregate.
- e. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees and volunteers on [CG 20 10 Form B (edition 11 85) or CG 2026 (edition 11 85)];
- f. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- g. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

***Note:** The general liability coverage's shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverage's for this Contract in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under the fire legal liability and premises medical payments sections.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit: \$500,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto; or for All Owned autos and Hired and Non-owned Autos;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- e. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

4. PROFESSIONAL LIABILITY:

- a. Minimal acceptable limits: \$3,000,000 Per Loss; \$3,000,000 aggregate.
- b. If written on a Claims-Made basis, the retroactive date of coverage shall be no later than the inception date of the claims made coverage;
- c. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed;
- d. Sixty (60) days prior written notice of cancellation, non-renewal or adverse Material change;
- e. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER'S scope of Work as described in the Contract and its amendments; and
- f. KENNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level.

II GENERAL SPECIFICATIONS

A. Engineer's Liability Insurance:

The ENGINEER shall purchase in its name, maintain at its sole cost, and expense such liability and other insurance as set out in the insurance requirements of this Contract. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's performance and furnishing of the Work, whether it is performed by the ENGINEER, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable and shall name The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured there under. Additionally, the ENGINEER should be aware of and comply with any requirements of its own insurance policies.

The ENGINEER shall require all subcontractors to maintain, in limits equal to or greater than ENGINEER's, the same insurance coverage for Work performed or materials provided for the Work. The ENGINEER shall insert this requirement in all contracts or agreements written and/or oral with all entities and/or persons who perform any Work under this Contract. At no time shall the ENGINEER allow any subcontractors to perform Work without the required types and limits of insurance coverage.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance coverages required for this Contract are to be purchased and maintained by the ENGINEER from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A VI as of the most currently published *A.M. Best Guide*.

b. If the insurance company providing any insurance coverage furnished by the ENGINEER is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or it ceases to meet the requirements of this Contract, the ENGINEER shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

2. **Partnerships:** If the ENGINEER is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of partnership, shall also be furnished.

3. **Certificates of Insurance/Policies of Insurance:**

a. The ENGINEER shall deliver to KENNER certificates of insurance, with copies to each additional insured identified in the Contract, evidencing all insurance that the ENGINEER has purchased and shall maintain in accordance with this Contract. In order to avoid confusion and/or delays in the progress of the Contract it is mandatory that within ten (10) days after the notification of the award of the Contract, the ENGINEER shall furnish to KENNER the certificates of insurance as required in this Contract. It is imperative that the certificates show all form numbers and edition dates and that all certificates are in compliance with this Contract. Where Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) forms do not provide the coverage, then, at a minimum, "sample" or "draft" policies and/or forms and endorsements shall be furnished to KENNER attached to the certificate. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.

b. Except for those insurance policies which require a "per project" aggregate all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. KENNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of Work and/or during the progress of the Work.

c. If the ACORD Certificate of Insurance Form is used, the cancellation portion of the Certificate is to be modified by deleting the words "endeavor to" which appear before the number of cancellation days and by deleting the phrase "but failure....agents or representatives." The Certificate shall also be modified by stipulating that KENNER will receive thirty (30) days prior written notice of any material adverse change(s) to and/or non-renewal of the respective policy (s). All certificates of insurance shall list all endorsements attached to the respective policies and if the listed endorsements are not ISO and/or NCCI forms then a copy of the endorsements is to be attached to the respective Certificate of Insurance.

KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. KENNER reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to KENNER within ten (10) days of the written request.

4. **Objection by KENNER:** If KENNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the ENGINEER in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, KENNER shall notify the ENGINEER in writing within fifteen (15) days after receipt of the Certificates. The ENGINEER shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.

5. **The ENGINEER'S Failure:** Upon failure of the ENGINEER or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of KENNER, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the ENGINEER to purchase and maintain insurance shall not relieve the ENGINEER from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the ENGINEER concerning indemnification.

6. **No waiver of liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the ENGINEER for the performance of the Work under this Contract. Additionally, the ENGINEER is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the ENGINEER's limits of liability or which may be outside the coverage scope of the ENGINEER's insurance policies. The insurance requirements outlined in this Contract shall in no way be construed to limit or eliminate the liability of the ENGINEER that may arise from the performance of Work under this Contract. The ENGINEER's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the ENGINEER's insurance coverage and shall not contribute with or to it in any way.

7. **No Recourse Against KENNER:** The insurance companies issuing the policies shall have no recourse against KENNER for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the ENGINEER.

ATTACHMENT I

CERTIFICATION OF SUBMISSION

This RFP must be signed by an authorized Representative of the Company/Firm for the Submission to be valid. Signing indicates that you certify compliance with all instructions, terms, conditions, and specifications and further certifies that the person signing this RFP and submitting the Response is duly authorized to act on behalf of the company. Furthermore, a copy of a corporate resolution, certificate of authority, affidavit or any document verifying the requisite authority must be provided in the Response.

(Type or Print Name of Person Authorized to Sign)

(Company Name)

(Street Address)

(City, State, Zip)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Email Address)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

ATTACHMENT J

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of

Incorporated.

At the meeting of Directors of _____, duly noticed and held on _____, a quorum being there present, on motion duly made and seconded. It was:

RESOLVED. That _____, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the City of Kenner or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said Corporation, and the same has not been revoked or rescinded.

SECRETARY-TREASURER

DATE

ATTACHMENT K

AFFIDAVIT

STATE OF LOUISIANA

CITY OF KENNER

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being by me duly sworn and deposed, said, that he
is the fully authorized _____ of
_____ hereinafter referred to as “CONSULTANT”,
who attest that:

- (1) _____ has not and will not employ any person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which they are to indirectly, to secure the public contract under which they are to receive payment, other than persons regularly employed by _____, whose services in connection with the project or in securing the public contract are in the regular course of course of duties for _____.
- (2) No part of the contract price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by _____, whose services with the project are in the regular course of their duties for _____.
- (3) Included herein is a list of all campaign contributions made to elected officials of the City of Kenner during the current term and past term, and that he has not made any contributions to or in support of elected officials of the City of Kenner through or in the name of another person, either directly or indirectly.

SIGNED: _____

SWORN TO AND
SUBSCRIBED BEFORE ME
THIS _____
DAY OF _____
2022.

NOTARY PUBLIC