



REQUEST FOR PROPOSAL (RFP)

- RFP TITLE:** Performance Contract for Operating Cost-Savings Measures
- RFP NUMBER:** 16-007
- SCOPE OF SERVICES:** Washoe County School District (WCSD) is seeking proposals from Qualified Service Companies (also called ESCOs) who have been pre-qualified by the State of Nevada, Public Works Division to conduct a Financial Grade Operational Audit and who are capable of implementing a Performance Contract for Operating Cost-Saving Measures to provide energy and maintenance cost-saving equipment and services for WCSD facilities
- PRE-PROPOSAL CONFERENCE:** A **MANDATORY** pre-proposal conference and site tour will be held on May 19, 2016. Proposals from firms not attending the conference and site tour will **NOT** be accepted. The conference and site tour will begin at 8:30 a.m. at Spanish Springs High School located at 1065 Eagle Canyon Drive, Sparks, NV. A total of six (6) WCSD sites will be visited and the conference and tour are expected to last until approximately 4:00 p.m.
- RFP DUE / OPENING DATE & TIME:** June 22, 2016 at **2:00 P.M. (PST)**
- QUESTIONS:** All questions must be submitted by email to solicitations@washoeschools.net. Questions must be submitted no later than 5:00 p.m. local time on May 24, 2016.
- WCSD LOCATION:** Washoe County School District
Purchasing Department, Room 0
14101 Old Virginia Road
Reno, NV 89521-8912
- SURETY REQUIREMENT:** **NONE REQUIRED**
- WCSD CONTACT PERSON:** Andrea J. Sullivan
Director of Procurement and Contracts
solicitations@washoeschools.net
- ADVERTISEMENT DATE:** April 28, 2016
- NUMBER OF PAGES IN THIS RFP:** 25
- NUMBER OF PAGES IN ATTACHMENT A:** 2
- NUMBER OF PAGES IN ATTACHMENT B:** 1
- NUMBER OF PAGES IN ATTACHMENT C:** 10
- NUMBER OF PAGES IN ATTACHMENT D:** 5
- NUMBER OF PAGES IN ATTACHMENT E:** 7

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- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP on WCSD's forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFP should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 1.8 When a **surety** is required, such surety shall be acceptable only in the form of a Bid Bond, Certified Check or Cashier's Check in the amount stated. The surety must accompany the submission. After award of solicitation by the authorized WCSD representative(s) is obtained, the bid surety of the unawarded Proposers shall be returned.
- 1.9 Addenda issued may become an integral part of this RFP. All addenda are posted on the WCSD Purchasing website at: <http://www.washoeschools.net/Page/778>
 - Proposer must acknowledge receipt of Addenda by signing and returning with the original RFP documents. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed Addendum may result in rejection of an RFP.
 - To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department at (775) 850-8025 or email solicitations@washoe.schools.net with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any addenda documents required by this proposal.
 - If Proposer is a member of DemandStar and has downloaded a bid document from DemandStar at www.demandstar.com, Proposer will electronically receive from DemandStar any addenda issued. (*Demandstar requires paid membership*)
- 1.10 An authorized representative of Proposer's firm must sign this RFP document. An unsigned proposal shall be disqualified/rejected.
- 1.11 Prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.12 All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Proposer.
- 1.13 Proposer assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Proposer's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.14 All proposals and accompanying documentation become the property of WCSD and will not be returned.
- 1.15 Exceptions to any of the terms, conditions and/or specifications of this proposal must be noted in Section 56.0 of this proposal. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. The WCSD reserves the right to accept or reject any exceptions based on the best interest of the WCSD.

2.0 LATE PROPOSALS

Late proposals will NOT be accepted. A proposal may be received any time prior to the due date and time. A proposal arriving after 2:00 pm (PST) on the due date will be returned to its sender unopened.

3.0 WITHDRAWAL OF PROPOSAL

3.1 A proposal may be withdrawn by written notification delivered by mail, fax or e-mail provided such notice is received prior to the date and time set for the RFP opening.

3.2 A request for withdrawal of a proposal received after the scheduled opening will not be considered.

4.0 PROPRIETARY INFORMATION

4.1 WCSSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under said law, all WCSSD records are public (unless otherwise declared by law to be confidential), subject to inspection and may be copied by any person.

4.2 Proposers are advised that after the Director of Procurement and Contracts has made a Recommendation of Award (ROA), the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

WCSSD reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement. WCSSD also reserves the right to make its ROA from the written proposals without any presentation.

6.0 GOVERNING LAW

Should there be any vendor contract/agreement required, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract agreement may be brought except in courts located in Washoe County, Nevada, USA.

7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.

7.2 Submission of a signed proposal in response to this solicitation is certification that Proposer's firm (or any Sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state

or federal department or agency. Submission is also agreement that WCSD will be notified of any change in this status.

7.3 Loss of Agreement and/or Inability to Fulfill Requirements

- A. If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
- B. Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default.
- C. Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
- D. WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Proposer.
- E. If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant agreement of this RFP, WCSD may cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.
- 8.2 WCSD would only exercise the *Funding Out Clause* above, if the WCSD failed to appropriate the necessary funds to pay for the services under this RFP. In that case, WCSD may contract with another party for the same services immediately following the termination of a resultant contract specific to this RFP. However, should WCSD appropriate the funds at a later time, WCSD could issue a new RFP for these services.

9.0 DEFAULT

In case of default by awarded Proposer, WCSD may deduct any unpaid balance due the awarded Proposer, procure the product(s) or service(s) from another source, hold the defaulting awarded Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debar the awarded Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

10.0 TERMINATION OF CONTRACT

This contract may be terminated in whole or in part by WCSD for its convenience, but only after the awarded Proposer is given:

- Not less than thirty (30) days' written notice of intent to terminate.

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- An opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

11.0 JOINDER OF LOCAL GOVERNMENTS

Nevada Revised Statute 332.195 – Joinder or mutual use of contracts by local governments states the following:

- A. A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting awarded Proposer. The original contracting local government is not liable for the obligations of the local government which joins or uses the contract.
- B. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.
- C. After the award of this RFP, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the awarded Proposer.

12.0 AMERICANS WITH DISABILITIES

12.1 WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

13.0 INSTALLATION

- 13.1 If applicable, the awarded Proposer shall make good, to the satisfaction of the Capital Projects and Facilities Management Departments of the WCSD, any damage to the work of other trades caused by any installation.
- 13.2 Wherever, in these specifications, a particular brand or make of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

- 14.1 The awarded Proposer shall, at the awarded Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required (refer to Sections 14.5 and 15.3).
 - 14.1.1 The authorized Insurer of the awarded Proposer and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCSD for payment of any premiums, costs or assessments under any form of policy.
 - 14.1.2 The awarded Proposer's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.

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- 14.2 The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Proposer by WCSD and shall continue in force as appropriate until the completion of the contract term.
- 14.3 The Accord 25 Certificate of Insurance Form or a form substantially similar must be submitted by the awarded Proposer to WCSD to evidence the insurance policies and coverages required.
- 14.4 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Proposer. The COI must name WCSD as the Certificate Holder as follows:
- Washoe County School District
425 E. Ninth Street
Reno, Nevada 89512
- 14.5 For the purpose of substantiating the requirement of the WCSD to be named as an "Additional Insured", the COI's "Description of Operations/Locations/Vehicles" section shall state the following:
- The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents or volunteers.*
- 14.6 The COI shall state that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled or non-renewed by either the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.
- 14.7 Upon renewal of the policies listed, awarded Proposer or authorized Insurer shall furnish the WCSD with replacement certificates.
- 14.8 The awarded Proposer shall furnish WCSD with COI with Additional Insured Endorsement(s) effecting coverage required.
- 14.9 All COIs and relative endorsements are to be received upon written request by WCSD to the awarded Proposer and must be reviewed and approved by the WCSD's Purchasing Department prior to any services being rendered and/or products procured.
- 14.10 Although not a standard practice of WCSD, WCSD reserves the right to require of the awarded Proposer to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 14.11 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents or volunteers shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- 14.12 Any failure of the awarded Proposer to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

15.0 GENERAL LIABILITY INSURANCE

15.1 During the life of the contract, the awarded Proposer providing service to WCSD shall maintain Comprehensive General Liability Insurance with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current A.M. Best rating of A-:VII or better:

- A. Premises-Operations
- B. Independent Contractor's Protection
- C. Products and Completed Operations
- D. Broad Form Property Damage
- E. Personal Injury (with Employee Exclusion deleted)
- F. Blanket Contractual Liability
- G. Property Damage Liability

15.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits with (at minimum) two million dollars (\$2,000,000) aggregate.

15.3 By endorsement to the required General Liability policy, WCSD must be named as an "Additional Insured" for all liability arising from this contract. The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or equivalent.

16.0 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

16.1 During the life of the contract, the awarded Proposer shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:VII or better.

16.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence.

17.0 WORKER'S COMPENSATION COVERAGE

17.1 Awarded Proposer shall have Worker's Compensation coverage as required by law, including Statutory Limits identified, for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.

18.0 PROFESSIONAL LIABILITY INSURANCE

18.1 During the life of the contract, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any services are rendered and/or products procured.

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- 19.2 WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any services are rendered and/or products procured.
- 19.3 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy.
- 19.4 It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

- 20.1 Proposer must be licensed or incorporated to do business in the State of Nevada.
- 20.2 Proposer shall possess all applicable licenses and/or certifications to perform this type of service.
- 20.3 If applicable, Proposer shall possess appropriate city and/or county business licenses.

21.0 VESTED INTEREST

- 21.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 21.2 The only benefit the awarded Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in awarded Proposer's initial RFP response and subsequent written additions to the agreement authorized by WCSD.

22.0 WARRANTY

- 22.1 Proposer warrants that any services rendered under this contract shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.
- 22.2 Proposer further warrants that any services rendered under this contract shall fulfill the requirements and intent of the entire contractual agreement inclusive of Proposer's RFP response.
 - If service fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the service or portion of the service that is unsatisfactory.
 - Awarded Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

Any attempt by awarded Proposer to assign or otherwise transfer any interest in this RFP (contract) without the prior written consent of WCSD shall be "VOID."

24.0 ATTORNEY'S FEES

The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

25.0 COMPLIANCE WITH LAW

Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of RFP (contract) in the utmost professional confidence.

27.0 COVENANT

Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this RFP (contract). Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

28.0 DISPUTE RESOLUTION

28.1 Any controversy or claim arising out of or related to the RFP (contract) or the breach thereof shall be settled by arbitration unless WCSD, at its sole option, rejects arbitration by so notifying Proposer.

28.2 If the WCSD rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the WCSD.

28.3 Failure to effect service upon the WCSD within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.

28.4 If the matter is arbitrated, WCSD shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.

28.5 The parties agree that any arbitrator may not award attorney's fees in any case.

28.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this proposal shall take precedence.

29.0 FORCE MAJEURE

Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During

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any period of Proposer's inability to perform, WCSD may acquire from others said goods or services without incurring liability to Proposer.

30.0 PATENT INDEMNITY

Awarded Proposer agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement or copyrights on goods supplied.

31.0 PENALTIES

In case of default by Proposer, the WCSD may procure the products and/or services from other sources and may deduct from any unpaid balance due Proposer or collect against the bond, security, or surety for the amount of excess costs so paid.

32.0 INDEMNITY

32.1 Proposer agrees to defend, indemnify and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the gross negligence or intentional misconduct of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer in the performance of services hereunder.

32.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the gross negligence or intentional misconduct of WCSD or any officer, employee, or agent of WCSD subject to the provisions of Nevada Revised Statutes, Chapter 41, including, but not limited to Section 41.035.

32.3 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD. Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act or related statute.

33.0 INTELLECTUAL PROPERTY

Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

34.0 NO THIRD-PARTY RIGHTS

This RFP (contract) is made for the benefit of WCSD and Proposer, not for any outside party.

35.0 NON-ENDORSEMENT

35.1 As a result of the selection of an awarded Proposer to supply services and/or products under this RFP, WCSD is neither endorsing nor suggesting that the Proposer's service is the best or only solution.

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35.2 The awarded Proposer agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without prior express written consent of WCSD.

36.0 RECORDS

36.1 Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by WCSD.

36.2 Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.

36.3 WCSD may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

37.0 SEVERABILITY

If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

38.0 EXPENSES

In the event that WCSD agrees to pay for any of Proposer's expenses directly related to services and/or products relevant to this RFP, the following parameters shall apply:

- No overhead and/or profit shall be permitted.
- Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

39.0 REJECTION OF PROPOSALS

WCSD reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

- Proposal lacks signature by an authorized representative of Proposer.
- Evidence of collusion among Proposers exists.
- Proposer fails to meet any terms and conditions as specified in this RFP.
- Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.
- WCSD investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.
- Cost of services exceeds budgetary constraints.

40.0 REFERENCES

- 40.1 WCSD may investigate information supplied by Proposer to determine its accuracy.
- 40.2 Proposer supplying a reference or customer list gives the WCSD permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

41.0 PROPOSAL NEGOTIATIONS

- 41.1 WCSD may open negotiations with responsive Proposers after submission of proposals and prior to award.
- 41.2 At its sole discretion the WCSD reserves the right to award an agreement without negotiation based upon written proposals.
- 41.3 The WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted which is not in the WCSD's best interest.

42.0 CONTRACT AWARD GUIDELINES

- 42.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.
- 42.2 WCSD reserves the right to award an agreement on the basis of individual scope of service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.
- 42.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.
- 42.4 Any additional contract/agreement documents conjoined as part of this RFP for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.
- 42.5 Once awarded, this RFP (contract) will be the final expression of contract/agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 42.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFP document shall take precedence.
- 42.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

43.0 RECOMMENDATION FOR AWARD POSTING

- 43.1 It is the responsibility of the interested Proposer to obtain the Recommendation for Award (ROA).

43.2 The Recommendation of Award is posted on the following websites:

<http://www.washoeschools.net/Page/778>
www.DemandStar.com (*DemandStar requires paid membership*)

43.3 Proposer may also obtain the Recommendation of Award by contacting WCSD's Purchasing Department at solicitations@washoeschools.net or by calling (775) 850-8025.

44.0 APPEAL BY UNAwarDED PROPOSER

44.1 Any unawarded Proposer may appeal a pending Recommendation of Award.

44.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than six (6) calendar days after the date of the Recommendation for Award. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.

44.3 Appellant may be required to post a bond with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.

44.4 The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).

44.5 If Appellant is not satisfied with Director of Procurement and Contracts' response, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Trustees, who will render the final decision.

44.6 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.

44.7 WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.

44.8 WCSD will stay any award action until after the Board of Trustees renders a final decision.

44.9 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by WCSD because of the unsuccessful appeal.

45.0 BID BOND

45.1 When a bid bond is required, every RFP shall be accompanied by a surety company certified Bid Bond or Cashier's Check made payable to:

Washoe County School District
425 East Ninth Street
Reno, Nevada 89512

45.2 Depending on the requirements, the amount of surety shall not be less than ten percent (10%) of the total RFP submitted. Said amount to be forfeited to WCSD should the

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Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.

45.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.

46.0 PERFORMANCE BOND

46.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the proposal award for the initial period.

46.2 The Performance Bond shall be made payable to WCSD, executed by one or more surety companies authorized to do business in the State of Nevada.

46.3 The Performance Bond shall be conditioned upon the awarded Proposer's full performance of the service, in accordance with the plans, specifications, terms and conditions of the award of proposal by the Board of Trustees.

46.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFP for the renewal period.

***** **END OF GENERAL TERMS AND CONDITIONS** *****

SPECIAL TERMS AND CONDITIONS

47.0 TERM OF AGREEMENT

It is the intent of WCSD to award a contract for a term of ten (10) to twenty (20) years upon award by the Board of Trustees which is anticipated to be August 23, 2016.

48.0 BACKGROUND INFORMATION

Washoe County School District (WCSD) is seeking proposals from Qualified Service Companies (also called ESCOs) who have been pre-qualified by the State of Nevada, Public Works Division to conduct a Financial Grade Operational Audit and who are capable of implementing a Performance Contract for Operating Cost-Saving Measures to provide energy and maintenance cost-saving equipment and services for WCSD facilities (please see Attachment A for definitions of certain words, phrases and acronyms important to performance contracts). A link to the ESCOs who have been pre-qualified by the State of Nevada, Public Works Division can be found at:

http://publicworks.nv.gov/uploadedFiles/publicworksnvgov/content/Documents/SPWB/Qualified_Service_Companies_NRS333a.pdf

The use of the term "ESCO" refers to proposers with certified personnel, doing business in the United States and duly registered in the State of Nevada. The selected ESCO is required to hold all applicable state and other licenses. For this project, WCSD may accept one or more firms teaming up together for a joint venture with one firm acting as the lead firm. WCSD will contract with one company directly.

ESCOs must meet all of the criteria listed in NRS 332.352. The ESCO must be familiar with, fully understand, and abide by NRS 332, especially NRS 332.300 – 332.830. A link to NRS 332 can be found at:

<http://www.leg.state.nv.us/nrs/NRS-332.html>

An evaluation committee will review and evaluate the proposals submitted. During the evaluation process, the committee reserves the right, where it may serve the WCSD's best interest, to request additional information or clarification, or to allow corrections of errors or omissions.

Proposers must read and comply with the attached Material Disturbance Permit which outlines WCSD's asbestos and lead removal and disturbance requirements (see Attachment E).

Submission of a proposal indicates acceptance by the ESCO of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the exceptions section of this document and confirmed in the resultant contract between WCSD and the ESCO selected. WCSD reserves the right to accept or reject any exceptions taken by an ESCO.

49.0 SCOPE OF WORK

49.1 WCSD currently operates approximately 7,355,595 square feet of facilities in 129 buildings, all of which could potentially be included in the performance contract. A sample of project sites for this RFP are listed in Attachment C: Technical Facility Profile.

WCSD desires that a Preliminary and Comprehensive Audit of facilities be conducted by each ESCO that submits a proposal, in accordance with the provisions in NRS 332.360. The proposal will include a comprehensive audit and assessment of all potential operating cost-

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savings measures that might be implemented at WCSD's facilities identified in Attachment C. The proposal must also include a comprehensive audit report that lists project scope, preliminary cost, estimated savings, and cash flow.

The following is a partial list of considerations/challenges WCSD would like the ESCOs to consider for this project:

- Achievement of significant long-term energy, water and operating cost savings in a cost effective manner is a priority
- Various financing options should be proposed
- LED lighting for interior and exterior fixtures
- Systems proposed must be compatible with WCSD's Alerton system for HVAC controls
- A data dashboard for energy use, including renewable energy systems, and water use needs to be considered
- A path to zero net energy should be included as an option
- Cisco Energy Management system or equivalent technology
- Bert or Boss plug load management system or equivalent technology
- Educational programs that can be incorporated into WCSD curriculum

WCSD seeks to maximize energy cost savings and related operational and maintenance cost savings in order to pay for facility upgrades, improvements and services. Services and capital improvements would be financed through a Performance Contract for Operating Cost-Saving Measures which:

- Incurs no initial capital costs, but an option for WCSD to provide initial capital if desired may be considered, subject to WCSD approval;
- Provides an annual cost savings and performance guarantee over the term of the contract;
- Maintains improvements in and consistent levels of operational functionality;
- Realizes additional related benefits such as reduced maintenance needs, facilities improvements and enhanced occupant comfort;
- Maintains consistency with all applicable state and local codes and standards; designs must comply with all applicable codes.

ESCO must have the demonstrated capability in engineering and management to provide a broad range of services. Services may include but are not limited to the following:

- Project development plan including financial proposal
- Financial-grade Operational Audit to evaluate costs and savings of a variety of operational cost savings measures
- Design services
- Equipment procurement and purchasing
- Construction management
- Hazardous waste disposal or recycling
- Continuing operations and maintenance for all improvements
- Staff training on routine maintenance and operation of systems
- Training of occupants
- Financing capability or ability to help find financing
- Commissioning
- Performance and cost guarantee of savings
- Improving long-term, high-efficiency performance of buildings

ESCO must have the technical capability to address a broad range of systems including, but not limited to:

- Mechanical Systems - heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, refrigeration, and distribution systems.
- Physical Plants - heating and cooling and cogeneration systems.
- Lighting systems - indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- Building envelope systems - windows, insulation, and weatherization.
- Specialty Systems - compressed air, industrial systems, power quality, electrical distribution, laundry equipment, kitchen equipment, and pool systems.
- Water and Sewage Systems - automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.
- Renewable Energy Technologies - wind, solar, and geothermal.

49.2 Contracting Phases of RFP:

Phase 1 - RFP

Through this RFP, an ESCO will be selected based on the proposal which WCSD deems to be in its best interest. The responses to this RFP will include a comprehensive audit report of all potential operating cost-savings measures that might be implemented at WCSD facilities identified in Attachment C. Some ESCOs may be asked to present their findings to the Evaluation Committee. The selected ESCO will conduct a Financial-Grade Operational Audit of the buildings that will comprise the Performance Contract for Operating Cost-Savings Measures.

Phase 2 - Financial-Grade Operational Audit and Project Development

The selected ESCO will conduct a Financial Grade Operational Audit of a group of buildings listed in Attachment C to identify potential cost-saving measures, determine the cost and savings of each measure, and present a measurement and verification plan to validate future savings. A project proposal will present a bundle of measures that can be financed through guaranteed savings over the proposed financing term, including a cash-flow table for the financing term. The ESCO will submit the Audit Report and a Project Development Plan.

Phase 3 - Financing Solicitation

The selected ESCO may solicit bids from financing companies on behalf of WCSD, functioning in a non-advisory role as federal regulations restrict the ESCO's role in advising on financing. Alternatively, WCSD may arrange financing independently. A separate financing agreement will be developed including ESCO payment schedules and lender financing terms and schedules. The Financing Agreement will be signed concurrent with the Performance Contract.

Phase 4 - Performance Contract for Operating Cost-Savings Measures

Following satisfactory completion of the Financial Grade Operational Audit, WCSD may develop and negotiate a Performance Contract for Operating Cost-Savings Measures with the ESCO. The ESCO and WCSD will negotiate the project scope, cost and financial terms for the performance contract. When negotiations are concluded, WCSD may issue a Notice to Proceed. Through the performance contract, the ESCO proceeds to final design, construction, and commissioning of the improvement measures. The contract will define the

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final agreed upon list of measures, equipment and labor costs and guaranteed cost savings. It will document equipment specifications and warranties. It establishes the schedule and responsibilities of the ESCO and District. It incorporates current state statutes and directives that directly relate to performance contracting. Design and submittal reviews will be performed by WCSD. Designs must comply with adopted building codes and receive required permits.

Phase 5 - Commissioning

Upon completion of the construction, but prior to project acceptance by WCSD, the ESCO will use Commissioning to verify that the design intent has been implemented. Equipment submittals will be reviewed and compared to design and will be tested in the field to verify performance. The ESCO will conduct Commissioning to verify proper installation and proper operation of all equipment and cost-savings measures.

Phase 6 - Guarantee and Measurement and Verification

The ESCO will monitor the reductions in energy or other operating costs related to savings measures implemented under the performance contract, and shall at least once a year prepare and provide a Measurement and Verification Report to WCSD on the performance of the operating cost-savings measures. The performance contract must include a Measurement and Verification Plan to identify the methodology used to validate the cost savings for each measure as identified by the ESCO. The Measurement and Verification Plan must follow established industry guidelines such as the guidelines presented by the International Performance Measurement and Verification Protocol. The Measurement and Verification Plan will provide the Measurement and Verification methodologies and the terms and conditions for the savings guarantee.

49.3 Project Tracking

The selected ESCO will be required to collect and report project data, on behalf of WCSD and with approval by WCSD, using eProject Builder (ePB). ePB is a web-based tool managed on behalf of the Department of Energy by The University of California/Lawrence Berkeley National Laboratory (LBNL). ePB enables ESCO and their contracting agencies or other entities to:

- Upload and track project-level information;
- Generate basic project reporting materials (e.g. task order schedules) that may be mandated by local, state, and/or federal agency requirements; and
- Benchmark proposed Energy Savings Performance Contract (ESPC) projects against historical project data.

For more information on this requirement, please use the following link:

[http://energy.nv.gov/uploadedFiles/energynvgov/content/Programs/PCAAP%20NOTICE%2015NOV16-17JUN02\(2\).pdf](http://energy.nv.gov/uploadedFiles/energynvgov/content/Programs/PCAAP%20NOTICE%2015NOV16-17JUN02(2).pdf)

50.0 MANDATORY SITE VISIT AND PRE-PROPOSAL CONFERENCE

A mandatory site visit and pre-proposal conference will be held on May 19, 2016. Any ESCOs not in attendance cannot submit a proposal. See Attachment D for more details on the sites to be visited. **The site visits and conference will begin at 8:30 a.m. PST at Spanish Springs High School located at 1065 Eagle Canyon Drive, Sparks, NV.**

51.0 SUBMITTAL FORMAT REQUIREMENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. **The submittal shall be bound and indexed. Each Proposer must submit ten (10) copies of its proposal with one clearly marked as "MASTER." A digital copy shall also be provided either on CD or USB drive.**

NOTE: RFP should be organized in the following format for ease of evaluation.

- 51.1 Include a complete Table of Contents.
- 51.2 Include a cover letter written on Proposer's letterhead with firm's full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone, fax number and email address. State whether Proposer's organization is national, regional or local. State the location of the office from which Proposer's work would be performed.
- 51.3 Fill out and include Attachment B, ESCO Information Sheet. This form must be included with proposal package.
- 51.4 Provide a brief history of the firm, including any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
- 51.5 Identify each principal of the firm and all key personnel. Include a one-page organizational chart for the firm.
- 51.6 Identify the senior-level principal who will act as the primary professional assigned to the WCSD account, and describe this person's experience and qualifications. Include a resume for this principal. Should Proposer need to replace this senior-level principal, WCSD approval will be required.
- 51.7 Identify all other key staff to be assigned to the project and include resumes for all key staff. Should Proposer need to replace any key staff assigned to the project, Washoe County School WCSD approval may be required.
- 51.8 Explain in detail the duration and extent of experience with school districts including name, address, and phone number of contact person for each operation.
- 51.9 Describe the technical approach taken in detail including how the project will be organized. This portion of the proposal should be the most in-depth part of the proposal. Proposer must demonstrate grasp of the project requirements as well as the depth and breadth of the project. Proposer should demonstrate in detail how work being proposed aligns with the Scope of Work in Section 49.0 of this RFP.
- 51.10 If applicable, submit names, addresses, phone numbers, and applicable licenses of all firms and/or subcontractors, which will provide services in conjunction with the performance of this RFP. Please note that subcontractors are required to carry the appropriate licenses.
- 51.11 **ALL** Submittal Forms within Sections 55 through 58 must be submitted with RFP or the proposal may be rejected.

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- 51.12 Submit any proposed agreement required by the Proposer. Washoe County School District may elect to execute Proposer’s agreement provided WCSD’s standard terms and conditions in this Proposal are incorporated into the final agreement. Unless otherwise identified as such, WCSD’s contract language takes precedence in all cases.
- 51.13 Submit annual reports or financial statements for the last three (3) consecutive years of operation. **Such financial statements are a requirement of this RFP.** Failure to submit the required financial statements could result in rejection of proposal.
- 51.14 The Reference Form in Section 54 of this RFP document must be submitted with proposal. WCSD reserves the right to contact any other firms/people about your services whether or not they are included on the Reference Form.
- 51.15 Indicate all costs associated with program implementation and define details on the attached pricing and analysis sheets (see Attachment D). **These pricing and analysis sheets must be provided in a separate, sealed envelope within the sealed proposal.**

52.0 TIMELINE OF EVENTS RELATED TO RFP:

52.1 The following is the **TENTATIVE** schedule of events for the RFP submittal and selection process. WCSD reserves the right to change the schedule at any time.

Schedule of Events:	Date & Time:
RFP Released Published	April 28, 2016
Deadline for Submitting Questions (<i>via email</i>)	May 24, 2016 at 5:00 PM (PST)
Mandatory Site Visits and Pre-Proposal Conference	May 19, 2016 at 8:30 AM (PST), Spanish Springs High School, 1065 Eagle Canyon Drive, Sparks, NV
Addendum for Q & A Posted	May 30, 2016
Sealed Proposals Due/Open	June 22, 2016 at 2:00 PM (PST)
Formal Interviews & Presentation by Finalists	Week of July 25-29, 2016
RFP Award by WCSD Board of Trustees	August 23, 2016
Effective Date of Contract	August 24, 2016

52.2 Interviews and Presentations:

WCSD may elect to request formal interviews and presentations of the Proposers to provide an opportunity to present proposals to the evaluation committee. These formal interviews and presentations are **TENTATIVELY** scheduled to take place during the week of July 25 – 29, 2016. The presentations and interviews will take place at the Purchasing Department’s local site of choosing and will be communicated to the finalists. The number of Proposers asked to participate will be determined by the WCSD’s RFP Evaluation Committee and may be changed at the sole discretion of the WCSD. Proposers chosen to participate in the interview and presentation phase will be notified of the actual date, time, and location.

53.0 EVALUATION CRITERIA

53.1 An evaluation committee will review the responses and determine the best proposal in accordance with the following evaluation criteria, which are listed below in no particular order.

- A. Demonstrated expertise in this particular field including Proposer’s background and experience and success in conducting similar work with school districts of similar size.

References validating past experience will also be heavily considered. Qualifications of person or people that will work on project including resumes and description of responsibilities for each staff member will be considered. Detail must be provided showing Proposer meets the qualifications set forth in Section 48.0 of this RFP document.

- B. Technical approach and Proposer’s grasp of project as shown by the depth, breadth, clarity, and reasonableness of proposal including a demonstrated knowledge required to conduct a comprehensive audit report, a financial grade audit, and achieve operating cost-saving measures. The ability of a firm to audit, analyze and design ways in which to achieve operating cost savings will be considered. Familiarity with code requirements, project management approach, and schedule will also be considered. This also includes the Proposer’s ability to meet the specifications set forth in the scope of work (see Section 49.0) in this RFP document.
- C. Overall financial results (costs and savings) to Washoe County School District and financial terms of the Proposal. Proposer must complete and include in sealed proposal the cost and analysis sheets provided in this document (see Attachment D.) Contract terms and conditions, all financial aspects, and financial guarantee will be heavily considered.
- D. Other related factors
- E. Financial Stability (pass/fail)

53.2 Financial stability will be evaluated on a pass/fail basis. The financial statements submitted will be evaluated by a qualified member of WCSD’s Business and Finance Department. Any Proposer that does not pass this evaluation will have their proposal rejected.

53.3 Final selection will be subject to review and approval by the WCSD’s Board of Trustees.

***** **END OF SPECIAL TERMS AND CONDITIONS** *****

SUBMITTAL FORMS

54.0 REFERENCE FORM

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

Company name:	
Contact person:	
Address:	
Phone:	
Fax #:	
E-mail address:	
Description of service provided:	

55.0 PUBLIC DISCLOSURE FORM

Agency/Firm Name: _____

I hereby certify that I understand:

- WCSD employees shall not receive unlawful compensation, commission or personal profit in the course of performing WCSD duties.
- WCSD positions may not be used for unlawful purposes or personal gain.
- I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former WCSD Board of Trustees members and current and former WCSD authorizing officials.

Please complete form below. Additional sheets may be attached if necessary. Write **N/A** if non-applicable.

Company/Employee	Position	Date of Hire	WCSD Official/ Trustee	Relationship/ Interest

I hereby acknowledge that I am an authorized agent of the submitting firm/agency and that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to this contract/agreement with WCSD may result in termination of said RFP (contract/agreement).

Signature: _____

Print Name: _____

Title: _____

Date: _____

56.0 CONTACT INFORMATION

Firm Name:	
Address:	
City:	State:
Phone #:	Fax #:
Email:	

57.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. **This form must be signed whether or not there are exceptions noted.**

58.0 PROPOSAL SIGNATURE

By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Proposer’s firm.
- Proposer has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- Proposer intends to supply the materials and/or services specified herein.
- Proposer shall provide, execute, and maintain insurance policies as specified herein.
- Proposer shall comply with all federal, state, city, local, county, WCSD statutes, other regulations and requirements.

 Authorized Signature

 Print Name

 Title

 Date

Attachment A

For the purposes of this RFP, the following definitions will be used:

Acronym, Word, or Phrase	Description and/or definition
District	Washoe County School District
Commissioning	A comprehensive quality assurance process, overseen by a qualified commissioning authority or qualified Third-Party Consultant. Systematic, thoroughly documented and collaborative process ensures system components are designed, installed, functionally tested, and capable of operating at peak performance through their lifecycle, and will achieve the energy and maintenance savings stated in the approved project documents.
Preliminary and Comprehensive Audit	The Preliminary and Comprehensive Audit identifies the extent to which a building or other facility is a candidate for an operating cost savings retrofit. Energy and water utility billing data and other maintenance and operations data is compared with a national benchmark for similar buildings to support justification of the project. A general assessment of operating savings is identified and used to guide the decision to perform a significantly more detailed "Financial-grade Operational Audit."
Evaluation Committee	An independent committee established by District to evaluate and score proposals submitted in response to this RFP.
ESCO	Energy Service Company. Firm submitting a proposal in response to this RFP. Synonymous with Qualified Service Company as used in NRS 332.300.
Financial-grade Operational Audit	(Also "investment-grade audit") The financial-grade operational audit carefully analyzes savings estimates and implementation and maintenance costs of energy and operating cost savings measures and should examine the interactive and/or synergistic impacts of various measures. It also addresses benefits including, but not limited to, savings in energy usage, maintenance and materials. The financial analysis should clearly delineate the costs and benefits of the Project including first cost, simple payback period, net present value, and internal rate of return. This audit also provides objective and professional evaluation of internal control through financial, operational and compliance audits.
Firm	Firms with certified personnel, doing business in the United States and duly registered in the State of Nevada with business license paid to the District after selection of the firm.
Key Personnel	ESCO staff responsible for oversight and management of work during the life of the project and for deliverables, as applicable.
M&V	Measurement and Verification. Those engineering, operational, or other methods and protocols used to validate that the Project's stated savings and/or cost reductions are achieved.
May	Indicates something that is not mandatory but permissible.
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NRS	Nevada Revised Statutes – All applicable NRS 332.300 documentation applicable to Performance Contracting in state or local governments are presented in Attachment B and may be reviewed via the internet.

Acronym, Word, or Phrase	Description and/or definition
Open Book Pricing	Vendors will fully disclose all costs, including all costs of subcontractors and vendors. The ESCO will maintain cost accounting records on authorized work performed showing actual costs for labor and materials.
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
Public Records	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the ESCO fails to provide recommended information, District may, at its sole option, ask the ESCO to provide the information or evaluate the proposal without the information.
Third-Party Consultant	Individual/firm hired to work on behalf of District to assist District as necessary to review proposed savings for the performance contract project and may provide post-implementation review of Project savings measurement and verification results reported by the ESCO. Although the listed duties are not meant to be all-inclusive, whatever roles the consultant fills will be advisory only. Third-Party Consultant duties are further defined in statute NRS 332.360.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

ESCO INFORMATION SHEET FOR RFP # 16-007

ESCO Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this ESCO Information Sheet in the response.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different from above</i>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the Organization)</i>	
	Signature:	Date:

Attachment C: Technical Facility Profile

Washoe County School District Technical Facility Profile

The information provided in the following Technical Facility Profile (TFP) was put together by the Washoe County School District (WCSD) team and is intended to give Energy Service Companies (ESCOs) an overview of each building that will be included in the ESPC. The information in this TFP is provided to inform the ESCOs about the facilities and their condition so that the ESCO can make the decision whether to respond to the solicitation or, if the decision has been made to respond, help develop a realistic cost to conduct the preliminary and comprehensive energy audit. *The following information was prepared by the Owner with diligence. The ESCO is responsible for verifying the accuracy, as necessary.*

Building List

The table below provides a building list of the facilities that are potential candidates (either now or in the future) for this ESPC project. The buildings listed are only those buildings where the utility bills are paid by WCSD as well as the buildings in which WCSD has responsibility to complete any desired or necessary upgrades.

Building Name	Primary Use	Total sf (conditioned space)	Year Constructed	Years of major additions or renovations	Location (if not near other facilities)	Condition (Good, Fair, etc..)
Spanish Springs High School	Student Academics & Faculty Offices	293,270	2001	2006	1065 Eagle Canyon Drive, Sparks, NV	Fair
Shaw Middle School	Student Academics & Faculty Offices	126,020	2004	None	600 Eagle Canyon Drive, Sparks, NV	Good
Sepulveda Elementary School	Student Academics & Faculty Offices	60,862	2006	None	5075 Ion Drive, Sparks, NV	Good
Reed High School	Student Academics & Faculty Offices	237,092	1974	None	1350 Baring Blvd, Sparks, NV	Fair
Duncan Elementary School	Student Academics & Faculty Offices	32,423	1957	None	1200 Montello Street, Reno, NV	Poor

Traner Middle School	Student Academics & Faculty Offices	77,725	1961	None	1700 Carville Drive, Reno, NV	Poor
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Provided below is only information that was readily available.

Energy and Water Cost & Consumption Information

- *Data: Systems and processes used to collect data, such as Portfolio Manager or your energy management system:*
 - WCSD currently reviews monthly NV energy statements and aggregates the information into an excel spreadsheet for analysis and reporting. The data included in the utility tracking workbook contains electric demand, consumption, & cost, natural gas consumption & cost, water consumption & cost, and graphical representations of monthly & annual use.
- *Present utility companies that provide electricity, fossil fuel, and water.*
 - Electrical Service Provider – NV Energy.
 - Natural Gas Service Provider – NV Energy.

Water Service Provider – Truckee Meadows Water Authority and City of Sparks

- *Availability of natural gas in the area.*
 - WCSD has natural gas available and is currently utilized at all of the schools.
- *Individual building utility meters.*
 - The School District has utility meters for electric, natural gas, and water at each of the school facilities.
- *Utility consumption and cost information for each building.*
 - The School District electric, natural gas, & water consumption & cost information are included with the technical facility profile information in Attachment C.
- *Utility rate schedule and a sample bill for each utility*
 - Rate schedules and billing information for WCSD are included with the technical facility profile information in Attachment C and can be found at the end of this document.

Past Energy Improvement Efforts

- *Major energy-related changes made during the past ten years (boiler/chiller replacements, other heating/cooling modifications, cooling additions, energy management control installation/upgrade, T8/electronic ballast lighting upgrades, ventilation improvements, etc.).*
 - Spanish Springs High School.
 - In 2001, the school had its trash management system upgraded to cardboard compactors and then single stream recycling in 2009.
 - In 2008, the high bay lighting in the gymnasiums were upgraded at the school to T-5.
 - Yvonne Shaw Middle School.

- During the construction of the middle school, a ground source heat pump system was installed for heating and cooling.
 - In 2011, a 50 kilowatt solar array was installed for electricity production at the school.
- Sepulveda Elementary School
 - During construction of the elementary school, a ground source heat pump system was installed for heating and cooling.
 - In 2010, a 50 kilowatt solar thin film system was installed for electricity production.
- Reed High School.
 - In 2001, a comprehensive lighting retrofit, a trash management system upgrade, and a vending miser controls installation was completed at the school.
 - In 2011, a 1 megawatt solar array was installed at the school for electricity production.
 - In 2015, an LED lighting pilot project installed 15w LED tubes in all fixtures throughout the school, funded by the Governor's Office of Energy.
- Duncan Elementary School.
 - In 2000, a comprehensive lighting retrofit to 32w T-8 and a vending miser controls installation was completed at the school.
- Traner Middle School.
 - In 2000, a comprehensive lighting upgrade 32w T-8, a vending miser controls installation, and a comprehensive water fixture upgrade was completed at the school.
 - In 2002, a boiler replacement project was completed at the school.
 - In 2003, a ventilation system upgrade project was completed at the school.
 - In 2004, a trash management system upgrade was completed and a separate cooling system for the main office was installed at the school.
 - In 2008, the high bay lighting in the gymnasium was upgraded at the school T-5.

Future Plans

- *Major changes planned to occur (additions or renovations; lighting upgrade, major equipment replacement; decommissioning, demolition or sale; significant change in function or hours of operation in the next 15 years; change in function of building such as from classrooms to offices, change in hours of use such as year-round to seasonal operation).*
 - Reed High School.
 - The interior linear fluorescent lighting systems at the school are currently in the early stages of being upgraded to LED technology.

****All Schools – please visit the link below for a comprehensive look at the low, medium, and high priority capital improvement projects planned for the Washoe Country Schools:***

<http://datagallery.washoeschools.net/buildings/RepairsMap.aspx>

- *Available, planned, or anticipated funding for these improvements.*
 - Standard Capital Improvement Funds are allocated (when available) for all of the WCSD capital improvement projects and energy efficiency projects.

- When possible, state government and Department of Energy grants for energy efficiency projects are also pursued to help pay for the costs of facility improvements for Washoe County Schools.
- *Building improvements that you would like to investigate during this project.*
 - Spanish Springs High School.
 - HVAC equipment and system upgrades: WCSD would like to investigate the possibility up upgrading the chiller and boiler plants at the main high school building to more efficient units. Additionally, a variable-primary chilled-water and hot water pumping system should be considered with these upgrades.
 - Alternative heating & cooling systems: WCSD would like to investigate the feasibility of replacing the chiller & boiler plant systems with a new ground source heat pump system that would feed existing fan coil units.
 - Energy Management System: The high school is on the main Alerton direct-digital control (DDC) system. Most, if not all equipment is full DDC. The system may benefit from a re-commissioning project and should be considered. Occupancy-based fan coil unit operation may be a good option for classrooms. Additionally, more advanced chiller and boiler plant control strategies could be considered.
 - Lighting and lighting control upgrades: WCSD would like to investigate converting existing interior and exterior lighting systems to LED technology and utilizing occupancy sensor and daylight harvesting sensor controls. Additionally, the existing Alerton system may already have existing capabilities to control the lighting systems, which should be considered.
 - Renewable Energy: Solar hot water and/or solar photovoltaics should be investigated at the high school.
 - Yvonne Shaw Middle School.
 - HVAC equipment and system upgrades: Currently, there is a ground source heat pump system at the middle school that provides heating & cooling. WCSD would like to investigate the feasibility of variable frequency pumping strategies for the ground water loop and the distribution loops.
 - Kitchen ventilation & controls: The ventilation system that serves the kitchen operates very poorly and WCSD would like to investigate options for upgrading the make-up air system and the kitchen exhaust system. Additionally, walk-in cooler controls should be investigated.
 - Energy Management System: The middle school is on the main Alerton direct-digital control (DDC) system. Most, if not all equipment is full DDC. The system may benefit from a re-commissioning project and should be considered.
 - Lighting and lighting control upgrades: WCSD would like to investigate converting existing interior and exterior lighting systems to LED technology and utilizing occupancy sensor and daylight harvesting sensor controls where not already in place. Additionally, the existing Alerton system may already have existing capabilities to control the lighting systems, which should be considered.

- Renewable Energy: WCSD would like to investigate the feasibility of a solar hot water system at the middle school and the possibility of expanding the existing small solar PV array.
 - Sepulveda Elementary School.
 - Kitchen ventilation & controls: WCSD would like to investigate options for upgrading the kitchen ventilation system at the elementary school. Additionally, walk-in cooler controls should be investigated.
 - Energy Management System: The elementary school is on the main Alerton direct-digital control (DDC) system. Most, if not all equipment is full DDC. The system may benefit from a re-commissioning project and should be considered. Occupancy-based operation of the geo-heat pumps may be a good option for the classrooms.
 - Lighting and lighting control upgrades: WCSD would like to investigate converting existing interior and exterior lighting systems to LED technology and utilizing occupancy sensor and daylight harvesting sensor controls where not already in place. Additionally, the existing Alerton system may already have existing capabilities to control the lighting systems, which should be considered.
 - Renewable Energy: WCSD would like to investigate the feasibility of a solar hot water system at the elementary school and the possibility of expanding the existing small solar PV array.
 - Reed High School.
 - HVAC equipment & system upgrades: There are many rooftop units (RTUs) at the high school that are in poor condition and WCSD would like to investigate options for a full system replacement. WCSD is open to the possibility of a more centralized heating and cooling plant.
 - Alternative heating & cooling systems: WCSD would like to investigate the feasibility of a full HVAC system replacement to a ground source heat pump system.
 - Energy Management System: WCSD would like to have all HVAC systems connected to the Alerton DDC system. The system may benefit from a re-commissioning project and should be considered.
 - Kitchen ventilation & controls: WCSD would like to investigate options for upgrading the kitchen ventilation system at the high school. Additionally, walk-in cooler controls should be investigated.
 - Lighting and lighting control upgrades: WCSD is in the process of an interior lighting upgrade to convert all linear fluorescents to LED technology at the high school. LEDs should be evaluated for all outdoor lighting. Occupancy sensor and daylight harvesting sensor controls should be evaluated where feasible (and not already implemented). Additionally, the existing Alerton system may already have existing capabilities to control the lighting systems, which should be considered.
 - Renewable Energy: WCSD would like to investigate the feasibility of a solar hot water system at the high school.
 - Duncan Elementary School
 - HVAC equipment & system upgrades: Many of the RTUs that serve the elementary school are in poor operating condition and WCSD would like to

- investigate options for full HVAC system replacement. WCSD is open to a centralized HVAC system.
- Alternative heating & cooling systems: WCSD would like to investigate the feasibility of a full HVAC system replacement to a ground source heat pump system.
- Energy Management System: The elementary school is on the main Alerton direct-digital control (DDC) system. Most, if not all equipment is full DDC. The system may benefit from a re-commissioning project and should be considered.
- Lighting and lighting control upgrades: WCSD would like to investigate converting existing interior and exterior lighting systems to LED technology and utilizing occupancy sensor and daylight harvesting sensor controls where not already in place. Additionally, the existing Alerton system may already have existing capabilities to control the lighting systems, which should be considered.
- Renewable Energy: WCSD would like to investigate the feasibility of a solar hot water system and a solar PV system at the elementary school.
- Traner Middle School
 - HVAC equipment & system upgrades: WCSD would like to investigate the options to replace the boilers and air-cooled chiller with new, efficient models. Additionally, variable volume chilled-water and hot water pumping systems should be evaluated.
 - Alternative heating & cooling systems: WCSD would like to investigate the feasibility of a full HVAC system replacement to a ground source heat pump system.
 - Energy Management System: The middle school is on the main Alerton direct-digital control (DDC) system. Most, if not all equipment is either DDC or controlled via electronic-to-pneumatic pressure transducers. The system may benefit from a re-commissioning project and should be considered.
 - Lighting and lighting control upgrades: WCSD would like to investigate converting existing interior and exterior lighting systems to LED technology and utilizing occupancy sensor and daylight harvesting sensor controls where not already in place. Additionally, the existing Alerton system may already have existing capabilities to control the lighting systems, which should be considered.
 - The middle school has minimal insulation in the walls and attic. Building shell and insulation improvements should be prioritized before sizing new mechanical systems.
 - Renewable Energy: WCSD would like to investigate the feasibility of a solar hot water system and a solar PV system at the middle school.
- All schools: interior and exterior water conservation projects?

****All Schools – please visit the link below to gain a more detailed understanding of the low, medium, and high priority capital improvement project possibilities for the Washoe County Schools:***

<http://datagallery.washoeschools.net/buildings/RepairsMap.aspx>

Energy and Water-Using Systems Description (general description of types of systems and equipment conditions at each building included in RFP).

- *Heating & Cooling Systems and Condition.*
 - Spanish Springs High School.
 - The main heating system at the high school is served by two (2) natural-gas fired hot water boilers installed in 2001. Hot water is distributed by two (2) constant volume hot water pumps to fan coil units that are located throughout the school. The newer addition to the high school is served by two (2) separate natural gas-fired hot water boilers. These boilers have two (2) pumps that also serve fan coil units. The pumps are equipped with variable frequency drives. The theatre, library, and ROTC units are served by RTUs, and the gymnasium is served by a heating & ventilation unit.
 - The main cooling system at the high school is served by a water-cooled chiller installed in 2001. Two (2) constant volume pumps distribute chilled-water to fan coil units throughout the school. The cooling tower is equipped with a variable-speed fan and is served by two (2) constant volume condenser water pumps. The chiller plant also has plate and frame heat exchanger for water-side economizing to take advantage of 'free cooling' when outside air conditions are appropriate. The 2006 addition is served by an air-cooled chiller with four (4) chilled water pumps that distribute water to fan coil units. The theatre, library, and ROTC units are served by RTUs. There is no cooling system in the gymnasium.
 - The kitchen air ventilation system is served by multiple make-up air units and a constant volume, manually operated kitchen exhaust system.
 - Yvonne Shaw Middle School.
 - The main heating and cooling system at the middle school is served by a geothermal heat pump system that was installed in 2004 when the school was constructed. A ground loop is equipped with two (2) constant volume pumps that circulate water through the ground piping loop and to heat pumps in the attic spaces. Separate ducting is hooked into the air distribution system to provide fresh air for each space served by each heat pump. The ducted outside air system is not sized for full economizing capability.
 - The kitchen air ventilation system is served by a make-up air unit and a constant volume, manually operated kitchen exhaust system. The system does not seem to operate effectively, as there are many temperature and air quality issues reported within the kitchen areas on a consistent basis.
 - Sepulveda Elementary School.
 - The main heating and cooling system at the elementary school is served by a geothermal heat pump system that was installed in 2006 when the school was constructed. A ground loop is equipped with two (2) variable speed pumps that circulate water through the ground piping loop and to heat pumps in the attic spaces. Separate ducting is hooked into the air distribution system to provide fresh air for each space served by each heat pump. The ducted outside air system is not sized for full economizing capability.

- The kitchen air ventilation system is served by a make-up air unit and a constant volume, manually operated kitchen exhaust system.
 - Reed High School.
 - The main heating and cooling systems at the high school are served by ~55 RTUs that were installed at the school in multiple phases since the school was constructed. The units have a natural-gas fired section for heating and a direct-expansion system for cooling. All of the units vary in age, manufacturer, and operating condition, some of which are original to the building. It has been reported by maintenance personnel that there are many issues associated with the older units and continuous maintenance needs to be performed to keep the units operating consistently. Some of the on-going issues include heat exchanger failures, modular control failures, burner flame rod failures, and compressor oil and refrigerant leaks.
 - The small gymnasium is served by one (1) gas-fired heating & ventilation unit. The large gymnasium is served by three (3) gas-fired heating & ventilation units, although it was noted that the large gym only needs to run two of these units to maintain appropriate space conditions.
 - The kitchen air ventilation system is served by multiple make-up air units and a constant volume, manually operated kitchen exhaust system.
 - Duncan Elementary School.
 - The main heating and cooling systems at the elementary school are served by multiple RTUs. These are packaged units with natural gas-fired sections for heating and direct-expansion systems for cooling. These units provide heating and cooling to all of the classrooms, offices, and multi-purpose rooms. The units are aging (~20 years old) and there seem to be issues with maintaining consistent operation.
 - Traner Middle School.
 - The main heating system at the middle school is served by two (2) natural-gas fired hot water boilers which were installed in 2001. Hot water is distributed by constant volume pumps which provide water to unit ventilators.
 - The main cooling system at the middle school is served by one (1) air-cooled chiller installed in 2001. Chilled-water is distributed by one (1) constant volume pump and provides water to air-handling units in the attic. The air-handler fans are equipped with variable speed drives and air is distributed to the middle school spaces by variable-air volume (VAV) boxes. A heat exchanger is also located in the chiller room for water-side economizing to take advantage of 'free cooling' when outside air conditions are appropriate. The heat exchanger is also used for loop tempering during the winter time.
 - The gymnasium is served by its own heating & ventilation unit. A separate heat pump serves the main office, and the library is served by a window AC unit.
- *Energy Management Control Systems, condition, manufacturer name and model, and approximate year installed.*
 - The EMS that serves the WCSD facilities is an Alerton DDC system which is BACnet capable via Alerton BACTalk. With the exception of Reed High School, which has

some old RTUs controlled by their own thermostats, all of the HVAC systems are connected to the Alerton system. The school district has a contract with Building Control Services, Inc., based in Reno, for maintenance and improvements on the Alerton system.

- Almost all of the equipment that is connected to the Alerton System is electronically controlled with the exception of Traner Middle School, which has much of the chiller and boiler plant operation controlled via electronic-to-pneumatic pressure transducers.
 - The functionalities of the Alerton EMS include equipment status, equipment & system scheduling, zone air temperature & chilled-water & hot water loop temperature reading, night time setup & setback of zone air temperatures, and trending capabilities.
 - The zone thermostats that are connected to the Alerton system have occupant adjustability between 68 degrees and 73 degrees, with a 1 degree cooling offset and a 4 degree heating offset.
 - Control strategies that may not be implemented at this time are some advanced chiller, boiler, and air system strategies including chilled-water & condenser water temperature reset, hot water temperature reset, discharge air temperature reset, and CO₂-based ventilation control.
- *Lighting Systems and Condition.*
 - ***Currently, Reed High School is in the beginning stages of converting all of the interior linear fluorescent lighting to LED technology.**
 - Most of the interior lighting systems at Spanish Springs High School, Reed High School, Sepulveda Elementary, Shaw Middle School, Duncan Elementary School, and Traner Middle School are comprised of linear fluorescent T8 technology. The schools also utilize compact fluorescents in various spaces.
 - Many of the gymnasium spaces were upgraded to high bay T5 lighting systems.
 - Lighting control capabilities vary at each of the schools. Spanish Springs, Shaw Middle School, and Sepulveda Elementary School all have varying degrees of automatic interior lighting control capability, including occupancy sensors, Alerton system scheduling, and dimming. Reed High School, Duncan Elementary School, and Traner Middle School do not utilize interior lighting controls.
 - Exterior lighting at all of the schools is comprised of pole-mounted metal halides and wall-mounted compact fluorescents controlled by both photocells and time clocks.
- *Domestic Hot Water Heating – General Type.*
 - All of the schools have dedicated domestic hot water systems. These hot water boilers are natural-gas fired units that range in age and condition. In some cases, the DHW temperature is manual adjusted to maintain appropriate supply temperature conditions.
- *Other Energy-Using Systems (laundry, kitchen, laboratory, solar system, swimming pool, spa, ice rink, etc.)*
 - Reed High School and Spanish Springs High School have natural-gas fired cooking equipment and large walk-in coolers. The middle school and elementary schools

have either smaller kitchens with one walk-in cooler or simply mobile coolers for keeping food refrigerated.

- *Landscape Irrigation System and Control.*
 - WCSD has a Rainbird Maxicom irrigation system at the school sites, but these systems are not fully utilized and/or operational.

- *List any added water use such as showers, laundry, etc.*
 - There are shower facilities at Reed High School and Spanish Springs High School, but it was noted that these facilities do not get used very often.

Available Facility Information

Information to be made available to the ESCO, after selected, to begin the Financial Grade Operational Audit.

- *Energy use data*
 - Energy usage data has been provided in a separate workbook in Attachment C.
- *As-built drawings*
 - WCSD will have as built drawings available (conditions of as-builts may vary).
- *Energy Study/Reports*
 - Energy benchmarking reports and previous energy audit reports may be available upon request.
- *Testing and Balancing Reports*
 - WCSD will have testing and balancing reports for most schools, but not all schools.

Maintenance Practices

- *General maintenance practices (preventive maintenance plan used, skilled or low-skilled maintenance staff, good or poor funding for maintenance, much or little deferred maintenance, etc.)*
 - WCSD has a preventative maintenance program to keep equipment and systems running as best as possible (although very difficult to achieve given the poor quality of some major equipment). The maintenance staff at WCSD performs well and keeps up as best as possible, however the staff has very limited resources and often needs to defer maintenance on HVAC systems because of the many problems. The District currently has only two electricians and five HVAC technicians to serve 93 schools and 114 total buildings that the School District is responsible for.
- *Maintenance problems and/or needs associated with deferred maintenance, including comfort problems.*
 - The most glaring issues associated with maintenance is at Reed High School. Many of the RTUs are very old and in poor operating conditions. Much time has been spent repairing and trouble-shooting this equipment to keep it functioning. Other issues at the schools are more standard O&M tasks, but often have to be deferred because of the extreme lack in staffing within the HVAC and electrical departments at the School District.

PRICING AND ANALYSIS SHEETS

Pricing

The maximum audit costs, markups and fees as proposed/negotiated by each ESCO will be applied in any Financial-Grade Operational Audit and Project Development Contract or Performance Contract subsequent to the ESCO listing. Each responding company shall provide its proposed maximum cost for performing a Financial Grade Operational Audit as well as proposed maximum project markups, overhead and profit markups, and fees for pre-defined categories.

Project Cost Breakdown

- In the table below, provide your company's proposed Maximum Percentage of Total Project Price for each category listed. This format is required and must be completed in its entirety. Use only the categories shown. Ranges are not acceptable. Please indicate whether this work will be self-performed by the ESCO or if the ESCO intends to hire a subcontractor for the work.
- Also, clearly describe how incidental and ancillary work will be charged (e.g., billed hourly, billed as a markup of equipment and labor costs). Incidental and ancillary work includes jobsite safety, security, cleanliness and sanitation, limited demolition, and other incidental work that is necessary to ensure that all work is completed in a timely manner.

Project Construction Cost Category	Maximum Percent of Total Project Price	Self-Performed or Subcontracted
Pre-Construction Costs		
Design and other Engineering <i>Professional architectural and engineering services; Energy modeling</i>		
Pre-Construction Services <i>Construction management and project development services</i>		
Other Pre-Construction Costs <i>Site visits, District meetings, Legal review, Accounting services, etc.</i>		
Construction Costs		
Trade Subcontractors <i>Construction contractors subcontracted to ESCO; Lighting, construction, sheet metal, etc.</i>	Provided after Financial Grade Audit completed	
Design/Build Subcontracts <i>Construction and design contractors</i>	Provided after Financial Grade Audit completed	

Direct Purchase Equipment <i>Equipment directly purchased by ESCO</i>	Provided after Financial Grade Audit completed	
Construction Management <i>Construction manager and site superintendent</i>		
Project Engineering <i>Design engineer inspections; Engineering analysis</i>		
General Conditions <i>Miscellaneous non-staffing costs; Equipment rentals, security fencing, etc.</i>		
Construction Completion <i>Commissioning Training Construction M&V O&M Manuals</i>		
Other Construction Costs <i>Site visits, District meetings, Permits, Insurance, Bonds, Warranty Labor</i>		

Profit Markup

In the table below provide the maximum percentage markup that will be applied to direct purchases of equipment, material, and subcontractors for any project within this program. Note that overhead is included in other categories. If a submittal is from a joint venture partnership, include proposed maximum allowable markups in the schedule format above for each participating company.

	Maximum % Markup
Profit Percent	%

Financial-Grade Maximum Operational Audit Fee

Identify your maximum fee to conduct the Financial-Grade Operational Audit and Project Development Proposal, on a cost per square foot basis:

	Proposed Max cost per sf
Financial-Grade Audit and Project Proposal	\$ /sf

Self-Performed Work Fees

In the table below, provide the position descriptions and hourly rates for labor and services as performed by your company. The purpose of this is to enable confirmation through open book pricing.

Position Description	Hourly Rate
Position	\$
Position	\$
Position	\$
Position	\$

Maximum Annual Costs and Fees

For each category describe how that annual cost is determined, how the fee is charged to the project and when it is applied. Markups on fees are not allowable.

- Measurement and Verification – Annual Fee: The Measurement and Verification Services cost is the annual cost for the services necessary after acceptance of the project to annually verify the Energy Performance Contract guarantees. The cost for the guarantee is based upon the M&V option utilized, the risk of savings failure, the field time to measure building performance, and the time to document and present the report.
- Warranty: Warranty is the burdened labor cost associated with time anticipated to be expended by ESCO staff in supporting their direct purchase equipment warranties; and/or equipment provided by subcontractors. This warranty cost may also include costs for extended equipment warranties in those cases where the required/specified equipment warranty is longer than the equipment warranty offered by the manufacturer.
- Other: Describe any other fees and how they will be determined.

Annual Cost Category	How Price is Determined	Years Applied (One-time, Annual, etc.)
Warranty		
Measurement & Verification (Year 1)		
Annual Measurement & Verification Report		
Other:		

Contingency

Describe your company’s typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects and how it proposes to apply contingency to cover changes in work scope and subcontractor change orders. Note that all unused contingency funds will revert to District or be applied to additional work scope through a change order approved by District. **Please attach a separate document describing contingency.**

Equipment/Labor Cost Competition

Describe your company’s process to solicit bids on equipment and/or labor or your process to ensure price/cost competition and the best value for District. **Please attach a separate document that describes this process.**

Open Book Pricing

Open book pricing is required. Describe your company's approach to open book pricing and the method for maintaining cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. **Please attach a separate document that describes this process.**

Best Value

Briefly describe how your approach to Performance Contracting delivers best value for the investment. Describe any utility rebates or other financial incentives or grants you can potentially provide and/or facilitate. **Please attach a separate document that describes this process.**

Site-Specific Approach

Types of Services

- Summarize the scope of services (auditing, design, construction, measurement & verification, operations, maintenance, training, educational programs, financing, etc.) which would be used for this project.

Comprehensive and Preliminary Audit Report

- The Preliminary and Comprehensive Audit identifies the extent to which a building or other facility is a candidate for an operating cost savings retrofit. Energy and water utility billing data and other maintenance and operations data is compared with a national benchmark for similar buildings to support justification of the project. A general assessment of operating savings is identified and used to guide the decision.
- Provide the following based on: 1) a review and analysis of the historical energy and water usage as well as other data and information provided in the Technical Facility Profile (Attachment C) for the buildings; 2) your experience with similar facilities; and 3) references on similar building or equipment types:
 - 1) A comparison of the energy and water consumption in the buildings identified below and in Attachment C.
 - 2) A comparison of the current pattern of the costs associated with energy consumption, water consumption and the disposal of waste, and related labor costs, to the projected costs if operating cost-savings measures are implemented.
 - 3) For the sample buildings identified below and in Attachment C, provide an assessment of potential measures that might be implemented and a rough estimate of the savings and costs associated with implementing an operating cost-savings measure. Describe the basis for determining costs, such as per square-foot basis. 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 operational opportunities as well as renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value. Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment in the facilities to be addressed.

Please attach a separate document that describes these items.

A site visit is required. In addition to the above analysis, provide added information and recommendations based on the site visit. The ESCO will be expected to perform a site visit consisting of the following schools.

BUILDING LIST AND INFORMATION					
Building Name	Primary Use	Total sf (conditioned space)	Year Constructed	Years of major additions or renovations	Location (if not near other facilities)
Reed HS	School	237,092	1974	None	Sparks
Spanish Springs HS	School	293,270	2001	None	Sparks
Traner MS	School	77,725	1961	None	Reno
Shaw MS	School	126,020	2004	None	Sparks
Duncan ES	School	32,423	1957	None	Reno
Sepulveda ES	School	60,862	2006	None	Sparks

MATERIAL DISTURBANCE PERMIT

The Material Disturbance Permit (MDP) is a Washoe County School District (WCSD) document that identified asbestos and lead site specific information and it is issued by the Regulated Systems and Assessment (RS&A) department. A site specific Material Disturbance Permit will be required for each project resulting after this RFP. Each project and facility requires a separate Material Disturbance Permit because each facility has specific information and direction regarding asbestos and lead, and every facility is different in that regard. The Material Disturbance Permit is to be requested by the Project Manager or appointed District representative in accordance with current Material Disturbance Permit requirements. No work can be done by an outside Contractor in WCSD without a MDP.

ASBESTOS

The Washoe County School District has approx. 60% of our facilities that contain asbestos containing materials. Contractors performing disturbances to asbestos containing materials must be properly licensed and trained per the EPA AHERA regulation as well as other Federal, State, and Local regulations.

Since so many of the facilities contain asbestos, minor construction activities many times will involve disturbance of materials which contain asbestos. These projects may involve “small scale, short duration” asbestos disturbances also termed “attachments and penetrations” to non-friable materials. As a part of this contract, the successful RFP applicant will be required to include attachments and penetrations into the scope of their work.

Attachments and Penetrations

Attachments and penetrations for the purpose of this document is the drilling of holes, installing screws, removing screws, installing anchors, nails, staples, or any other disturbance that may release asbestos fibers. Attachments and penetrations are minor disturbance that are normal activities such as installing conduits, mounting boxes or brackets, removing equipment anchors to asbestos containing materials, and other minor disturbances. The Material Disturbance permit will identify which materials at a specific site can be disturbed and the Minimum Requirements to perform an Asbestos/Lead Disturbance.

Asbestos Abatement (The removal of an asbestos material)

Attachments and Penetrations does not include the removal (other than drilling holes) of asbestos containing materials. Any removal of asbestos containing materials is not an “attachment and penetration”, and any removal of asbestos materials must be designed by an EPA AHERA certified Asbestos Project Designer. Any removal project’s design will be the responsibility of the District to design and provide abatement specifications. Asbestos abatement (Removal) must be conducted by an asbestos abatement contractor which will be supervised by the District and or District hired asbestos abatement consultant. The abatement costs will be included into the scope of each project.

Asbestos and the Material Disturbance Permit

The Contractor shall carefully comply with all items of the Building Materials Disturbance Permit, and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once a Material Disturbance Permit Request is received for a specific project, building materials that have been identified as being disturbed during the course of construction and/or demolition will have been tested for the presence of asbestos. These materials will be identified as asbestos containing or non-asbestos containing on the building material disturbance permit(s) by the District's AHERA Management Planner. The Material Disturbance Permit must be referred to before any work commences. No outside asbestos sampling of building materials by the Contractor or a Contractor hired asbestos consultant is allowed.

All asbestos containing material must be handled by contractors and/or individuals trained and certified in the removal of asbestos containing building materials. No asbestos containing materials shall be disturbed prior to authorization from the owner. If any material is encountered that is not listed on the Material Disturbance Permit it shall immediately be brought to the attention of the Project Manager before any work continues that might disturb this material. If any building material listed in the disturbance permit as containing asbestos is improperly disturbed, in the opinion of the District, by the Contractor or his sub-contractor, the District will immediately hire a third party asbestos consultant to investigate possible asbestos contamination and an asbestos Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by the District including the consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from an asbestos fiber release incident, caused by the Contractor or his sub-contractors.

Asbestos Training Certificates

Contractors performing asbestos disturbances as allowed and identified in the Material Disturbance Permit will be required to have a minimum of 16 hours of AHERA asbestos training as well as an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted directly to the Regulated Systems and Assessment (RS&A) Department at 7495 South Virginia Street, Reno, Nevada at least one week prior to the start of the project. The RS&A Department will review the submitted training documentation, verify certificates as required, and approve workers so they can work on the assigned WCSD project. The RS&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the RS&A department is authorized to perform any asbestos disturbance.

New workers added to the project after the start of the project will be approved by the RS&A department within one 8 hour period of the standard Monday thru Friday normal work schedule. Certification submittal will be serviced by the RS&A Department on a first come, first served basis. Delays to review the documentation will be anticipated and taken into account on any abatement schedule developed and workers/technicians will not be allowed to work in any way that requires certification on that project.

Asbestos Air Sampling, Respiratory Protection, and Protective Suits

Asbestos personal air sampling is required during any asbestos disturbance. Asbestos air sampling results will be supplied to the RS&A department, and the Project Manager, within 72 hours of the completion of a disturbance. Laboratory results will be faxed to 775-851-5695 directly from the laboratory providing analysis within the 72 hour period. Hand written results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. The District reserves the right to require this requirement to reduce the long-term exposure liability from Contractors and their workers that have disturbed this owner's asbestos materials.

LEAD PAINTS, COATINGS, CERAMIC TILE, AND LEAD CONTAINING MATERIALS IN WCSD FACILITIES

Lead containing paints, coatings, ceramic tile, and lead materials are present in WCSD facilities.

Bidders/Contractors that disturb lead containing or potentially lead containing paints, coatings, ceramic tile, and lead containing materials, by law, are required to know all applicable regulations and comply with all state and federal regulations that apply to the disturbances to lead containing paints, coatings, ceramic tile, and lead containing materials they are conducting. The regulations that are recommended by the District for a contractor to be properly trained and knowledgeable, related to lead disturbance includes, but is not limited to the following:

OSHA Regulation CFR 1926.62 – Lead & Appendix A, B, C, & D – Lead Construction Standard.

OSHA Regulation CFR 1910. 1025 - Lead & Appendix A, B, C, & D – General Industry Standard.

EPA, 40 CFR Part 745 – Lead; Renovation, Repair, and Painting Regulation.

Lead and the Material Disturbance Permit

The Contractor shall carefully comply with all items of the Building Materials Disturbance Permit, and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once a Material Disturbance Permit Request is received for a specific project, building materials that have been identified as being disturbed during the course of construction and/or demolition will have been tested for the presence of lead. These materials will be identified as lead containing or non-lead containing on the building material disturbance permit(s) by the District's RS&A Staff. The Material Disturbance Permit must be referred to before any work commences. No outside lead sampling of building materials by the Contractor or a Contractor hired asbestos consultant is allowed.

All lead containing materials must be handled by contractors and/or individuals trained and certified to perform lead disturbances. No lead containing materials shall be disturbed prior to authorization from the owner. If any building material listed in the disturbance permit as lead containing is improperly disturbed, in the opinion of the District, by the Contractor or his sub-contractor, the District will immediately hire a third party lead consultant to investigate possible lead contamination and a lead removal Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by the District, including the consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from a lead contamination incident, caused by the Contractor or his sub-contractors.

Bidders/Contractors accept and acknowledge by signing this Material Disturbance Permit, the existence of lead related regulations, and accept all liability related to the disturbance of lead containing materials, citation resulting from, or any other costs the District may incur by the action of all parties of the bidders company or companies hired by the successful bidder to complete this project.

Construction age of buildings in the District

At the conception of adding lead information to MDP's, it was thought that lead containing paints, coatings, and ceramic tile were much more likely to be present on more surfaces in the Districts older facilities. However, recent sampling has shown lead containing paints, coatings and ceramic tiles DO routinely exist, even in our newest

facilities. Due to that finding, the age of buildings are not as important as was originally thought. We are still providing construction date information in MDP's because lead based paint >5000 ppm is much less likely in facilities built after 1978.

Lead Attachments and Penetrations

Attachments and penetrations for the purpose of this document is the drilling of holes, installing screws, removing screws, installing anchors, nails, staples, or any other disturbance that may release lead. Attachments and penetrations are minor disturbance that are normal activities such as installing conduits, mounting boxes or brackets, removing equipment anchors to lead containing materials, and other minor disturbances

Lead Removal (The removal of a lead Containing Material)

Attachments and Penetrations does not include any removal, demo, welding, sanding, abrading, sand blasting, cutting, grinding, heating, torch cutting, of lead containing materials is not an "attachment and penetration". These activities must be designed by an EPA lead certified Consultant. The project's design for the above listed activities will be the responsibility of the District to design and provide the spec to the successful RFP candidate. Lead activities listed above must be conducted by a lead removal contractor which will be supervised by the District and or District hired asbestos abatement consultant. The lead activities costs will be included into the scope of each project.

Pre-1978:

Paint and coating sampling has shown that paints and coatings contain some levels of lead in the Districts Pre-1978 facilities. Therefore, all persons performing **any** disturbance to coatings or paints in our Pre-1978 constructed facilities must utilize lead safe work practices. In addition, any person performing **any** disturbance to paints, coatings, ceramic tile, and lead containing materials must have taken an OSHA lead action level training class from a WCSD RS&A department approved training provider. If identified as lead containing, the Contractor will be required to perform all disturbances as per the MDP regardless of any additional sampling done by the contractor.

Post – 1978 WCSD Buildings

While it was originally thought that paints and coatings on materials other than metal surfaces and ceramic tile typically did not contain lead in WCSD post – 1978 constructed facilities, but sampling has shown that is not the case. The MDP will provide specific historical sampling that has been conducted in the District facilities. If past sampling has shown the presence of lead containing paints and coatings in the facility, the Contractor will be required to treat all painted and coated surfaces as lead containing. If identified as lead containing the Contractor will be required to perform all disturbances as per the MDP regardless of any additional sampling done by the contractor.

If there is NO sampling that has come back lead containing from past lead sampling exercises, the MDP will state "buildings identified above were constructed after 1978. While it was originally thought that paints, coatings and ceramic wall tile are less likely to contain lead in newer WCSD facilities, recent sampling has shown lead containing paints, coatings, and ceramic tiles DO routinely exist, even in our newest facilities. Due to that finding, Contractors must treat all paints, coatings, and ceramic tile as lead containing unless the Contractor conducts and pays for lead sampling by a District approved EPA Nevada licensed Lead Consultant. Bidder/Contractor must comply with all Lead Containing or Assumed Lead Containing Paints and Coatings

Disturbance Instructions and requirements listed in Lead Category 1 above, unless the material has been proven, to the satisfaction of the District, that said materials do not contain lead”.

Lead Safe Work Practices

Lead safe work practices that the Contractor must utilize, when identified as being required in the MDP, are identified in the EPA guidance document titled “Steps to lead safe renovation, repair and painting”, pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The contractor shall submit their lead safe work practice procedures (lead procedure) and all OSHA action level training certificates to the project manager.

The lead procedures submitted must include all of the requirements of the Minimum Requirements to perform an asbestos/lead disturbance as listed in all MDP’s. The contractor can add additional requirements, but nothing required in the MDP may be omitted from the submitted lead procedure. The Contractor must submit their lead procedure to the RS&A department for approval of these documents **prior** to any disturbance. The RS&A department will notify the contractor upon approval of these documents.

Once this approval of the “lead procedure” is received, the contractor may schedule work, but must notify the RS&A department immediately prior to conducting work that disturbs lead containing materials. The Contractor shall provide this notice by calling the RS&A Department at 851-5675. RS&A department personnel, project managers, assistant project managers, and other district personnel may conduct site visits to ensure compliance with the contractor’s submitted and approved lead procedures.

Lead Training Certificates

Contractors performing lead disturbance as allowed and identified in the Material Disturbance Permit will be required to have a minimum of initial OSHA action level training, as well as an annual lead action level refresher course certificate before being approved to perform lead disturbances. Contractor training certificates will be submitted to the RS&A Department at 7495 South Virginia Street, Reno, Nevada, at least one week prior to the start of the project. The RS&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the RS&A department is authorized to perform any lead disturbance.

New workers added to the project after the start of the project will be approved by the RS&A department within one 8 hour period of the standard Monday thru Friday normal work schedule. Certification submittal will be serviced by the RS&A Department on a first come, first served basis. Delays to review the documentation will be anticipated and taken into account on any abatement schedule developed, and workers/technicians will not be allowed to work in any way that requires certification on that project.

Renovation, Repair & Painting Regulations (RR&P) - 40 CFR Part 745.81

Effective April 22, 2010, contractors will be required to be trained and registered with the EPA to conduct regulation applicable renovations, repairs and painting (RR&P) in all **elementary schools or child occupied District facilities constructed prior to 1978 when lead based paints and coatings are being disturbed**. Contractors are reminded that there are some child care facilities in middle and high school locations, and the RR&P would apply at those locations as outlined in the RR&P regulation requirements.

In general, all firms that disturb 6 square feet of **lead based** painted surface in a room, or 20 square feet on the exterior, within a 30 day period in **this** facility must comply with the EPA’s Renovation, Remodel and Repair (RR&P) regulation and must be registered with the federal EPA. Per the Regulation, the area of disturbance is

calculated, by adding up the entire surface areas being removed/disturbed, which then determines the amount of painted surface area disturbed. Work that involves window replacement or demolition of a painted surface, the RR&P regulation applies regardless of size if lead based paint is present. To determine if the RR&P regulation applies, the Contractor is required to perform and pay for any sampling of materials to determine if lead based paint is present.

This regulation also requires that the contractor must assign an RR&P trained supervisor that is responsible for ensuring and documenting all work is conducted in compliance with the RR&P regulation. There are extensive record keeping and notification requirements that the Contractor must perform.

On a RR&P project, Contractors must have a minimum of one supervisor on-site that has successfully attended and passed a one day Lead Renovation, Repair and Painting (RR&P) course before working in any elementary schools or child occupied District facilities constructed prior to 1978. The supervisors training certification must remain current. Recertification requirements through the attendance of refresher courses are a requirement of this regulation. The supervisor must be on-site throughout the project. The certified supervisor is responsible for ensuring that lead safe work practices are utilized per this RR&P regulation, as well as per all District lead requirements and policies that may be more stringent then the EPA and OSHA regulations.

The RR&P regulation requires that personnel disturbing lead containing materials utilize lead safe work practices as identified in the EPA guidance document titled “steps to lead safe renovation, repair and painting”, pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The contractor shall submit lead safe work practice procedures and all RR&P, and OSHA action level training certificates to the project manager. The project manager must submit a copy to the RS&A department for approval of these documents prior to any disturbance. The RS&A department will notify the contractor upon approval of these documents.

This is a general overview of the regulation and the contractor must refer to the regulation for additional requirements and information. Fines are expensive and are levied toward the Contractor not the owner, so compliance with this regulation is very important, and it’s important that Bidders/Contractors are well versed in this regulation.

Lead Air Sampling, Respiratory Protection and Protective Suits

Lead Personal air sampling is required during any lead disturbance. Lead air sampling results will be supplied to the RS&A department and the Project Manager within 72 hours of the completion of a disturbance. Laboratory results will be faxed to 775-851-5695 directly from the laboratory providing analysis within the 72 hour period. Hand written results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. The District reserves the right to require this requirement to reduce the long-term exposure liability from Contractors and their workers that have disturbed this owner’s lead materials.

WATER SYSTEM DISTURBANCE

Improper closing of valves and other improperly conducted disruptions to District facilities can result in cross connections and back siphoning of chemicals and other contaminants into the water supply. Since these disturbances are very important the District has added a water system disturbance section to the MDP. Work, as a part of this contract, may involve the disturbance of a facilities water distribution system and, as such, the contractor is required to comply with the Water System Disturbance Permit Appendix section of the Material, Water & Lead Disturbance Permit for any work impacting a facility water system.

The contractor shall carefully comply with all requirements of the Material, Water & lead Disturbance Permit and shall be aware of this process prior to bid preparation and any construction. The permit requirements are hereby made a part of this specification and contract to the same extent as if bound herein and shall apply to all contractors and subcontractors.

The contractor shall be responsible for all costs incurred by the Washoe County School District including the consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from an unauthorized disturbance of a water system caused by the contractor or his subcontractors resulting in a cross connection or backflow incident.

If Contractors have any questions regarding the requirements of the Water System Disturbance Permit please call: Environmental Compliance Officer at (775) 851-5675.