

**REQUEST FOR QUALIFICATIONS (“RFQ”)  
GUARANTEED ENERGY SAVINGS CONTRACT**

**Kansas Sustainable Agriculture District 001 (“District”)**

**Introduction**

The District is seeking responses from Qualified Energy Service Companies (Qualified Providers) which can provide innovative solutions and Energy Conservation Measures (ECMs) through a guaranteed energy savings contract pursuant to K.S.A 75-37,125. This RFQ is issued according to the following calendar pursuant to K.S.A 75-37,102 which provides for a negotiated procurement.

<b>Selection Process Step</b>	<b>Date</b>	<b>Time</b>
Issuance of RFQ	11/30/2023	
Deadline for Requests for Additional Information	12/04/2023	3:00PM
Submission of Qualifications from NAESCO ESP Accredited Qualified Providers	12/14/2023	8:00AM
Selection of Qualified Provider	12/18/2023	

**Notice-to-Proceed**

One selected Qualified Provider will be issued a written Notice-to-Proceed with a Detailed Energy Audit. This audit shall include: (a) the implementation of a facility audit, data collection, and other related analyses preliminary to the undertaking of ECMs and (b) the evaluation and recommendation of ECMs which may be implemented in one or more project phases. This audit will result in a final Project scope of services (innovative solutions.) These innovative solutions shall include: (c) the design and implementation of one or more ECMs and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption and operating costs.

**RFQ Procedures**

**NO EXTENSIONS TO THE DATES LISTED WILL BE GRANTED** and any contact with the rest of the Administration and/or District representatives during the RFQ process **will be grounds for immediate disqualification of the firm.**

**NO INTERVIEWS WILL BE CONDUCTED** and all information must be included in the written submission. Please provide **one electronic copy** of your response. All qualifications shall be received in the following office no later than the date and time of “Submission of Qualifications from NAESCO ESP Accredited Qualified Providers.”

There will be **NO SITE VISITS PERMITTED**. If there are any requests for public information, please contact only the “Contact Person” **IN WRITING** via email on or before “**Deadline for Requests for Additional Information.**”

Please submit Qualifications via email to the Contact Person.

Contact Person: Robert Casad  
District Representative, Kansas Sustainable Agriculture District 001  
Email: Robert.Casad@blueflamebio.com

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### **Minimum Requirements for Qualification**

1. The District is seeking a single Qualified Provider capable of consistently providing quality comprehensive energy services and innovative solutions for the District, which may (a) include the installation of energy savings equipment and material and/or (b) help provide a more comfortable environment for building occupants. This may include repair or modernization of mechanical, electrical, plumbing, building envelope, environmental systems in classroom and/or other areas to maximize energy and operational efficiencies. The specific nature of repair or modernization will be left up to the Qualified Provider based upon the Qualified Provider's understanding of the District's needs.
2. The District is seeking a Qualified Provider with superior financial strength and stability because (a) the Qualified Provider will provide a financing solution customized to meet the financial requirements of the District; (b) a savings guarantee will be offered as part of the Qualified Provider's solution in accordance with K.S.A 75-37,102. These savings in energy and operating costs are guaranteed to cover the cost of the program; and (c) if actual savings fall short of the guaranteed savings, the Qualified Provider will reimburse the District for the difference.
3. The Qualified Provider must demonstrate that the proposed project team has successfully worked together to design and implement similar performance contracts for local governments. Please provide contacts for all these completed projects by the current provider. All projects (and associated contacts, statistics, etc.) listed must have been completed **by current provider and not a prior provider. Failure to disclose accurate details will result in disqualification of the Qualified Provider.**
4. The District is interested in working with a stable full-time team. Within each resume, please list and detail: (a) the length of time each key person has been fully employed in this position **by the current provider**; (b) solely projects in which each key person has **direct work experience**; (c) projects in which each key person has **directly participated only while employed by the current provider. Part-time employees and/or "consultants" should not be included. Failure to comply with these instructions will result in disqualification of the Qualified Provider**
5. Qualified Provider shall provide evidence that it is a "qualified provider" as that term is defined in K.S.A 75-37,102 that the firm is an Accredited Energy Service Provider (ESP) by the National Association of Energy Service Companies (NAESCO) and provide documentation to this fact, including: (a) current certificate and inclusion in this current listing ESP Accreditation by NAESCO; and (b) how long the firm has consistently been accredited as an ESP. **NAESCO members and ESCOs without ESP Accreditation will not be considered.**
6. Qualified Provider shall provide evidence that it is a "Qualified Provider" as that term is defined by the Department of Energy (DOE). This includes (a) evidence that the firm is currently included in the DOE Qualified List of Energy Service Companies (ESCOs) as shown in this current listing DOE List of Qualified Energy Service Companies 2023 and (b) how long the firm has consistently been DOE Qualified. **Firms without DOE Qualification will not be considered.**
7. The District is interested in working with a company that has **not been party to legal issues or disputes**. As such, please list and detail
  - a. All past and present litigation in the State of Kansas
  - b. All past and present contracts in Kansas terminated by the owner prior to completion

**Failure to disclose such details will result in disqualification of the Qualified Provider.** The information requested in this Section 7 applies to the Qualified Provider, its affiliates, and its predecessor companies, and if the Qualified Provider is not a public company, then such information should also be provided for the

owners of the Qualified Provider.

8. The District is interested in selecting a Qualified Provider whose focus is based primarily on Energy Savings Performance Contracting (ESPC). Indicate your firm's revenue as a percentage of the following:

Guaranteed Savings Projects:	_____	%
Equipment Manufacturing:	_____	%
Service and Maintenance:	_____	%
Bid and Spec:	_____	%
Other:	_____	%

**Failure to disclose such details will result in disqualification of the Qualified Provider.** The information requested in this Section 8 applies to the Qualified Provider, its affiliates, and its predecessor companies, and if the Qualified Provider is not a public company, then such information should also be provided for the owners of the Qualified Provider.

9. The District is interested in working with a company that provides comprehensive coverage at every step in the process. Please indicate whether the company is committed to dedicating full-time Project Management, Construction Management, and other staff at each stage.

10. By submitting a bid, each Qualified Provider agrees that, if awarded the contract, it shall furnish a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the Contract Sum. Owner requires that the bond surety must carry an A.M. BEST rating of A.

11. By submitting a bid, the Qualified Provider agrees to protect and indemnify Kansas Sustainable Agriculture District 001, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Kansas Sustainable Agriculture District 001, in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

12. The Qualified Provider and its subcontractors are required to meet the following requirements: A certificate of insurance from your insurance carrier with Kansas Sustainable Agriculture District 001 as Additional Insured as specified below. Include as a minimum the following coverage and limits of liability:

Commercial General Liability  
\$3,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations  
\$1,000,000 Per Occurrence - Personal Injury, Bodily Injury and Property Damage

Umbrella Liability (Minimum Limits)  
\$5,000,000 General Aggregate  
\$5,000,000 Each Occurrence

Automobile  
\$3,000,000 Aggregate  
\$1,000,000 Each Occurrence

### Worker's Compensation

A limit of not less than \$1,000,000 or the minimum statutory limits for the State of Kansas, whichever is greater.

All coverages should be with carriers licensed and admitted to conduct business in the State of Kansas. They should not have an A.M. Best's Rating of less than A VII.

The following wording should be included in the insurance certificate to name the District as an Additional Insured:

*"It is understood and agreed that the following shall be Additional Insured: Kansas Sustainable Agriculture District 001, and including all elected and appointed officials, all employees and volunteers, and their representatives."*

This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

It is understood and agreed that thirty (30) Days Advance Written Notice of Cancellation, Reduction, and/or Material Change in coverage will be sent by email to the address listed above.

13. By submitting a bid, each Qualified Provider agrees, that if awarded the contract, the Qualified Provider shall comply with criminal history background requirements on its employees who are working on District property, if required under Kansas law.
14. By submitting a bid, each Qualified Provider agrees that, if awarded the contract, it shall comply with the provisions of the Kansas Prevailing Wage Act and each law identified in K.S.A 75-37,125.
15. If a bid includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page where it is found. Respondent should be aware that the District is subject to the Kansas Open Records Act and cannot guarantee that any document provided by a respondent will be considered as exempt from public disclosure under such Act.

### **Response Format**

A bid must be submitted the three-section format (A, B, and C) outlined in this section. Each bid will be reviewed to determine if it is complete and detailed as specified in "Minimum Requirements for Qualification" prior to District evaluation.

**The District reserves the right to eliminate from further consideration any bid deemed to be substantially or materially unresponsive to the requests for information contained herein.**

### **A. SUCCESSFUL PERFORMANCE, EXPERIENCE, AND QUALIFICATIONS**

Section A should provide a description of the Qualified Provider including the following:

1. The Qualified Provider's experience and successful performance with energy and energy related services
2. Evidence that the firm is an Accredited ESP by NAESCO
3. Evidence that the firm is a DOE Qualified ESCO

4. Demonstration of successful design and implementation of similar recent local government projects by the proposed project team
5. Resumes of the key project personnel that are full-time employees of the Qualified Provider that will work directly on this project (may be included in the appendix)
6. Description of how the Qualified Provider will insure and bond all proposed project phases
7. The Qualified Provider's most recent financials (may be included in the appendix)
8. The Qualified Provider's detailed contract terms and conditions (may be included in the appendix)

**B. SCOPE OF SERVICES**

Section B should contain the following information about the respondent's technical approach to meeting the District's comfort, energy efficiency, and operating cost reduction objectives:

1. List of ECMs the respondent may implement
2. Explanation of each of these ECMs in detail
3. Additional information about the Qualified Provider's technical approach to these projects
4. Description of how the Qualified Provider would manage the project
5. Description of "on-site" construction management services
6. Details on how the project will be completed on a timely basis

**C. FINANCIAL ASPECTS**

Section C should contain the following information about the financial terms of these transactions.

1. The total cost of the Detailed Energy Audit and final project development services to the District if no contract is negotiated.
2. Information about the Qualified Provider's annual savings projections, District payments to the respondent, and the projected net benefit to the District.
3. Description of important financial terms. This section must include:
  - a) Terms or information relevant to the financial aspects of the proposed transactions.
  - b) Type and source of financing.
  - c) Interest rate (including any associated annual fees) estimated at the time of submittal.
  - d) The frequency of these payments.
  - e) The term of the proposed agreement.
  - f) A guarantee of energy and operational savings on an annual basis.

**The District reserves the right to finance the project separately from the terms listed in the bid**

4. A description of the proposed method(s) to be used to measure energy and operational savings achieved

through the efforts of the Qualified Provider.

5. Description of the methodology used to determine Standards of Occupancy and Control

6. Required Certifications and Assurances

**Evaluation Criteria**

Each firm will be evaluated by the following criteria:

**A. 40% Successful Performance, Experience, and Qualifications**

- 20% Successful performance, longevity, and stability of the full-time project team members while employed by the current provider
- 20% Successful performance with local governments by the current provider’s full-time project team

**B. 40% Scope of Services**

- 20% Comprehensive team project and construction management approach
- 10% Quality technical approach
- 10% Team added value and benefits

**C. 20% Financial Aspects**

- 10% Financial strength, stability, and ability to meet both price and savings guarantees
- 10% Financial approach and track record

The District reserves the right to reject any or all bids, to waive irregularities in the bid procedure, or accept the bid that, in its opinion, will serve the best interest of the District. The District reserves the right to award all or a portion of the work to the Qualified Provider. Any such decision shall be considered final. Failure to meet any of the required criteria may result in automatic rejection of the bid.

The District will not provide compensation to the Respondent(s) for any expense incurred by the Respondent(s) for Submission preparation, product evaluations, or demonstrations that may be made. All submissions become the property of the District and will not be returned to the respondent.

All bids shall be deemed final, conclusive, and irrevocable. Once opened, no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without the consent of the District after the date and time established for their receipt. All bids shall be valid for a minimum of 60 days after the date established for their receipt. Providers must satisfy themselves, upon examination of these requirements, as to the intent of these requirements. After the submission of the bid, no complaint or claim that there was any misunderstanding regarding the bid will be entertained from any party.

**Attachments to this RFQ**

Bidder Certifications and Noncollusion Affidavit

## BIDDER CERTIFICATIONS

Bidder certifies that it is not barred from bidding for or entering a contract under K.S.A 75-37,125 and Bidder acknowledges that the District may declare any contract entered into void if this certification is false.

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Signature

By submitting a bid, each Bidder certifies that its Bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a Bid for the same Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

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Signature

Bidder certifies it is in compliance with the Title 7 of the Civil Rights Act of 1964 as amended and the Kansas Human Rights Act as amended. Bidder further certifies that it shall: (1) refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; (2) comply with the procedures and requirements of the Kansas Human Resources' Department's regulations concerning equal employment opportunities and affirmative action; (3) provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request; and (4) have sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Bidder's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Kansas Department of Human Resources and the Kansas Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by the Kansas Human Rights Act. Bidder shall provide a copy of the policies to the Department upon request.

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Signature

Bidder certifies pursuant to the Kansas's Drugfree Workplace Notice (revised 2020) that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Bidder's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace.
  - (2) the Bidder's policy of maintaining a drug free workplace.
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the District within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace

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Signature

The Bidder agrees that he/she/it and his/her/its employees and subcontractors will abide by the District's no smoking/tobacco policy on all District sites and on all Contractor's buses.

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Signature

The undersigned Bidder/Contractor hereby certifies that no familial relationship exists between any owner or employee of Bidder/Contractor and any member, officer, or employee of the District of Warren except as specifically disclosed below:

\_\_\_\_\_

[List any such familial relationships]

\_\_\_\_\_

Signature

The undersigned Bidder/Contractor has checked all the figures contained in this bid and further understands that the District will not be responsible from any errors or omissions made therein by the undersigned.

Firm Name: \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Agent of Contractor) Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**NONCOLLUSION AFFIDAVIT**

No bid will be accepted that does not have this form completely executed.

By submission of this bid, each Bidder and each person signing on behalf of Bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
3. No attempt has been made or will be made by the Bidder to ensure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The person signing this bid or bid certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.
5. That attached hereto (if corporate Bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or bid on behalf of the corporation Bidder.

\_\_\_\_\_  
(Individual)

\_\_\_\_\_  
(Corporation)

Date: \_\_\_\_\_

By: \_\_\_\_\_