



**REQUEST FOR PROPOSALS
RFP 19-0108**

ENERGY CONSERVATION SERVICES

**FLOYD COUNTY BOARD OF COMMISSIONERS
ISSUE DATE: NOVEMBER 21, 2018**

DATE OF OPENING:

January 08, 2019

**REQUEST FOR PROPOSALS
RFP 19-0108**

**ENERGY CONSERVATION SERVICES
FLOYD COUNTY BOARD OF COMMISSIONERS**

Date: November 21, 2018

PURPOSE: The purpose of this request is to provide interested Offerors with sufficient information to enable them to submit a uniform proposal for the County’s review for Energy Conservation Services (hereafter called “project”) as required by the Floyd County Board of Commissioners, and to set forth a systematic method that will be fair and impartial to all parties concerned in order to generate responses that can be equally evaluated by the County. This proposal will be governed by Floyd County Purchasing Policy and the laws of the State of Georgia.

General Terms and Conditions

1. PREPARATION OF THE PROPOSAL

- 1.1.** Proposals must be submitted as called for in the Request for Proposal (RFP). Proposal must be submitted in a sealed envelope, addressed to the County (see address below under paragraph 3 Submission of Proposals). Each sealed envelope containing a proposal must be plainly marked on the outside with “**RFP 19-0108, Energy Conservation Services**”. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and must be plainly marked with “**RFP 19-0108, Energy Conservation Services**”. The County will not be responsible for late mail deliveries and **no proposal will be accepted if received after the time stipulated by this RFP**. No proposal may be withdrawn or modified in any way after the deadline for RFP opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.**
- 1.2.** Offeror is instructed to carefully read all terms, conditions, and specifications as set forth in the RFP. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on any proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal will be rejected by Floyd County. Each Offeror is required to furnish all information requested in the RFP.
- 1.3.** Each Offeror is responsible for having knowledge and understanding of all applicable State of Georgia Code and Floyd County policies or procedures pertaining to Floyd County procurement.
- 1.4. Conditional RFPs** – Proposals that in any way qualify or vary the terms and conditions specifications of this RFP may be considered non-responsive and disqualified from consideration of award.

2. COMMUNICATION WITH FLOYD COUNTY STAFF

- 2.1.** Proposing Offerors, or their representatives or agents, **shall not** contact any members, or employees, of the Floyd County Board of Commissioners or any Floyd County Elected Official or

employee of any Floyd County Elected Official regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. **Questions relating to this RFP must be submitted in writing to: Bill Gilliland, Purchasing Director (email: gillilandb@floydcountyga.org Deadline for questions is January 03, 2019 at 12:00pm.** All questions submitted by this date will be answered and posted as an addendum on the website www.romefloyd.com.

2.2. It is the Offeror's responsibility to check the Floyd County website (www.romefloyd.com) for any addenda, responses to Offeror questions, or other communications, which may be necessary during the solicitation period.

2.3. There will be NO pre-proposal conference; however, you may request a site visit by emailing your request to Ryan Davis, Facilities Director via e-mail at, davisryan@floydcountyga.org: by December 31, 2018 at 5:00 p.m. All site visits must be scheduled and completed by January 03, 2019 at 5:00 p.m.. NO site visits will be permitted after January 03, 2019 at 5:00 p.m.

3. SUBMISSION OF PROPOSALS

3.1. Sealed proposals will be accepted by Floyd County Purchasing no later than **2:00 pm, January 08, 2019**. Proposals will be opened in the Purchasing Department Conference Room at the below address at **2:00 p.m. on January 08, 2019**. All proposals will be evaluated and the project will be awarded, if it is awarded, within sixty (60) days from the date of the proposal opening.

PROPOSALS SHALL BE SUBMITTED TO:

Floyd County Board of Commissioners
Purchasing Department
12 East 4th Ave. Suite 106
Rome, Georgia 30161
Tel: 706-291-5118

3.2. An **original (un-bound)**, and **six (6) copies** of the RFP response **must be submitted**.

3.3. Telephone, facsimile, or e-mail proposals will not be accepted. Floyd County cannot and will not be responsible for tardiness of receipt due to delivery delays.

3.4. Verify your proposal before submission it cannot be withdrawn, corrected, or altered after submission. A responsible officer of the firm must sign the RFP and all obligations by such signature must be fulfilled.

4. SPECIFICATIONS

4.1. Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of catalogs or printed descriptions will not relieve the Offeror of this requirement. Floyd County shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the RFP. If Floyd County determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.

4.2. An Offeror's failure to deliver any items/services according to the specification set forth in their

RFP may result in cancellation of the purchase and permanent removal from the authorized Offeror list. If any items do not meet these specifications, the items will be picked up at the Offeror's expense and removed from Floyd County's property at the sole cost of the Offeror.

- 4.3. For Goods – Unless specified otherwise, manufactures listed in the RFP are to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. Floyd County will be the sole determiner as to whether the substituted item is approved as an alternative.
- 4.4. If awarded brand/model is discontinued during the award period, the awarded Offeror, may offer a replacement item. The replacement brand/model must meet or exceed the minimum specifications as listed in the RFP document as well as current industry standards. Replacement units must be made available to Floyd County for review and approval prior to the end of life of the awarded model. Floyd County reserves the right to accept or reject the replacement item.
- 4.5. All products and materials furnished must comply with all applicable federal, state, and local laws, codes, and regulations.

5. PRICES QUOTED

- 5.1. Prices must remain firm for the entire contract period unless specified otherwise in the Special Terms and Conditions. Floyd County reserves the option to renew this RFP annually if agreeable to both the successful Offeror and Floyd County utilizing the original terms pricing and/or service.
- 5.2. Quantities/amounts shown on the RFP are estimates. Offerors are advised that the actual number purchased/required may vary from those on the proposal, depending upon the needs of Floyd County and the availability of funds.
- 5.3. Proposals that contain minimum order amounts will not be accepted unless called for in Special Terms and Conditions.
- 5.4. Pricing must be submitted with the Proposal as requested without condition unless called for in the Special Terms and Conditions.

6. SAMPLES

- 6.1. When required, samples must be furnished at the Offeror's expense.
- 6.2. Samples not used or destroyed in testing will be returned to the Offeror at the Offeror's request and at the Offeror's expense. If the Offeror does not arrange for pick-up of the samples as defined in the Special Terms and Conditions, samples will become property of Floyd County.

7. AWARDS

- 7.1. Proposals will be reviewed and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. **Floyd County reserves the right to reject any or all proposals submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting proposals.** The County, in its sole discretion, also reserves the right to waive any formalities or technicalities relative to any or all proposals. Where two or more companies are deemed equal, the County reserves the right to make the award

to one of the companies. At the County's discretion, presentations may be requested as part of the evaluation process.

- 7.2. Award will be made to the Offeror most qualified and whose proposal is determined in writing to be the most advantageous to the owner to develop energy solutions that provide maximum benefit to Floyd County as outlined in the evaluation criteria included in this solicitation. Award of proposal will be in the best interest of Floyd County.
- 7.3. A determination of competitive range may be made after the initial submission of proposal and after any additional revisions. Offerors not in the competitive range of being selected for award shall be eliminated from further discussion.
- 7.4. During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals.
- 7.5. Purchases by Floyd County are not subject to Federal Excise Tax or State and Local Tax. No taxes should be included in this RFP.
- 7.6. ***Upon award of this Energy Conservation Services contract to a successful Offeror, and following the County's review of the resulting investment grade energy audit to be conducted and presented by such Offeror, the County will thereafter decide, in its sole discretion, the extent to which it may accept the recommended improvements and modifications to its facilities. Should the County decide to move forward with any of the recommended improvements or modifications to its facilities, the County will negotiate a Guaranteed Energy Savings Performance Contract with the successful Offeror detailing the scope of such modification and/or improvement.***

8. CONTRACT

- 8.1. **THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THIS PROPOSAL IN ITS ENTIRETY (This RFP and Proposal received will be considered part of the contract documents).**
- 8.2. Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from the bidders list.
- 8.3. Unless otherwise stated in the Special Terms and Conditions, Floyd County requires that all process quoted will be firm for twelve (12) months from the date of the contract.
- 8.4. By signing the contract with the County, the Offeror confirms responsibility as an authorized agent to sell, distribute, and install all products or services as proposed. In addition, Offeror confirms its ability and responsibility to provide all manufacturer warranties for any goods or equipment proposed. This includes additional warranty items that may be included in the Special Terms and Conditions.
- 8.5. Authority – Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that person as duly

authorized to enter into this contract on behalf of such party.

- 8.6.** Choice of Law and Venue – The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Floyd County, Georgia.
- 8.7.** Entirety of Contract – All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between Floyd County and the Offeror and contain the entire agreement between the parties and superseded all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the RFP response by the Offeror conflicts with the language of the RFP, the language of the RFP shall govern and control for all purpose, unless consented and agreed to by Floyd County in writing.
- 8.8.** Floyd County reserves the right to review and accept or deny requests from price changes due to extenuating circumstances in the economy, market place, or acts of God. This option will only be exercised if it is deemed in the best interest of Floyd County.

9. SHIPPING

- 9.1.** All prices are to include delivery to the location(s) specified in the Proposal of the Purchase Order. All delivery for goods must be Free on Board (FOB destination), unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by Floyd County.
- 9.2.** In the event of damage, shortage, or other loss resulting from shipment to any Floyd County facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between the Offeror and the carrier.
- 9.3.** Floyd County reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same Offeror and/or permanently remove from the Offeror list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by Floyd County.

10. INVOICING

- 10.1.** Payment will be made by Floyd County after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the Floyd County authorized representative.
- 10.2.** All accounts are paid on a current basis. Best effort will be made by Floyd County to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of Floyd County signature) at the destination or from the date a correct invoice is received, if later than the date of delivery.
- 10.3.** Invoicing Procedure – Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or machine. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and Floyd County purchase order number. Invoices are paid net thirty (30) days from date of invoice.

11. ASSIGNMENT, DELEGATION, OR SUBCONTRACT – Except as may be specifically permitted by the RFP,

the Offeror shall not assign, delegate, subcontract, or otherwise permit anyone other than the Offeror's personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of Floyd County, which consent may be withheld at its sole discretion.

- 12. INDEMNIFICATION** – The successful Offeror shall be liable for any injury, damage or loss occasioned by negligence or omission of the successful Offeror, its agents, or any other person the successful Offeror has designated to visit Floyd County property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract.
- 13. TERMINATION** – If Floyd County or the successful Offeror(s) wish to cancel this contract, written notice of thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. Floyd County reserves the right to terminate without warning in the event of critical and/or material breach of contract.
- 14. ADDENDUM** – Any addendum or addenda issued in writing during the time of solicitation will be incorporated in the subsequent contract. The Offeror is responsible for frequently checking Floyd County's website during the solicitation period for any potential addendums.
- 15. SPECIAL TERMS AND CONDITIONS** – Should the General Terms and Conditions conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND OBJECTIVE

1.1. Purpose – The Floyd County Board of Commissioners is accepting proposals from qualified energy services providers, or Energy Services Companies (hereinafter “ESCO”) for **Energy Conservation Services (ECS)** per the specifications of this document, all applicable federal, state, and local laws, and in accordance with industry “best practices”. **All proposals, and resulting contracts, must comply with the “Guaranteed Energy Savings Performance Contracting Act” (See O.C.G.A. §50-37-1 et seq.)** The goal is the implementation of potential energy savings projects at Floyd County Locations as deemed cost feasible and cost effective by Floyd County.

- | | |
|--------------------------|-----------------------------|
| • Law Enforcement Center | 5 Government Plaza |
| • Parking Deck | 9 East 4 th Ave. |
| • Parking Deck | 5 Government Plaza |
| • Parking Deck | 1 Government Plaza |

1.2 Objective - The objective of this solicitation is to identify the organization whose proposal is determined in writing to be the most advantageous to Floyd County (hereinafter sometimes referred to as the “Owner”) to develop energy efficient solutions that provide the maximum benefit to Floyd County. Throughout this process, the firm must prove the ability to perform all engineering, design, bidding, project management, verification of energy savings, audit, and arrangement of financing (if applicable) for the project.

Before executing the guaranteed energy savings performance contract, the selected firm shall provide Floyd County with a comprehensive investment grade energy audit report which shall include a detailed description of the improvements recommended, the estimated costs of the improvements, and the utility and operation and maintenance cost savings projected from the recommended improvements. Specifically, the energy audit report shall include estimates of all costs of installation, maintenance, repairs, and debt service and estimates of the amounts by which energy or operating costs will be reduced. The Report shall also include a detailed economic analysis of the project’s performance over the life of the contract term, to include completion of stamped engineering drawings for approval by the State of Georgia, development of Bid packages, award consultation, project management, and training on installed equipment/systems, quantifiable measurement, and verification of energy savings. **The selected firm will have up to seventy-five (75) days from the date the Contract Agreement is executed by the County to complete the investment grade energy audit report.**

1.3 Responsibility of Energy Services Company (ESCO) After Award – The selected firm will be responsible for performing a Comprehensive Investment Grade Energy Audit of the facilities and/or systems identified by Floyd County.

- 1.3.1** ECSO shall gather and analyze all necessary utility information on each facility. The ECSO shall conduct an on-site survey of the facilities and shall interview appropriate personnel to learn the operating characteristics of the facility and the existing equipment/systems therein.
- 1.3.2** The Energy Audit Report shall present an analysis of the ECSO's proposed energy conservation measures for each building. The report shall detail the proposed methodology for the calculation of baseline energy use and at a minimum, a description of physical conditions, equipment counts, nameplate data, and control strategies for operating Floyd County facilities.
- 1.3.3** An energy baseline will be agreed upon by Floyd County and the ECSO. The ECSO must present how the baseline is derived and define under what conditions it will be adjusted.
- 1.3.4** For each measure recommended, the Energy Audit Report shall provide a description to include:
 - 1.3.4.1** Total implementation cost for each measure.
 - 1.3.4.2** Equipment counts (total and itemized per location).
 - 1.3.4.3** Performance characteristics and energy level of the equipment comprising the proposed measure, installation and maintenance costs, life cycle costs, and projected annual energy savings.
 - 1.3.4.4** Projected energy savings calculations must specifically account for energy savings on and off peak, any demand savings and the interaction between recommended measures.
- 1.3.5** Audit Report shall include an executive summary, which lists all proposed energy conservation measures with the implementation cost and estimated energy savings.
- 1.3.6** **Guaranteed Savings –**
 - 1.3.6.1** Final proposal must include a guaranteed savings clause, including the actual guarantee and remedy in the event the guarantee is not met.
 - 1.3.6.2** Additional savings shall belong solely to the Owner in the event the actual savings exceed guaranteed estimates.
 - 1.3.6.3** Floyd County reserves the right to negotiate the terms of the remedy if not satisfactory.
- 1.3.7** Floyd County reserves the right to accept all, some, or none of the solutions offered. Floyd County will be the sole determinate of cost benefit to any proposed solution.
- 1.3.8** **Financing –** If financing is required, all financing options including "lease purchase" shall conform to all applicable Georgia Codes. Your analysis shall include a "pay-back"

schedule outlining the cost and savings for each energy conservation measure.

- 1.3.9 Payment** – Floyd County may, at its discretion, forgo financing and purchase some or all of the equipment/services outright through alternative funding sources. Floyd County may use funds designated for operating, utilities, or capital expenditures for any guaranteed energy savings performance contract, including, without limitation, for purchases on an installment payment or lease purchase basis.
- 1.3.10 Audit Cost** – Offeror must provide firm price to conduct the audit as specified herein. Price shall include an itemized breakdown of rates and charges to ensure that actual work performed complies with the offer. Actual audit must include verification of work performed with the understanding that Floyd County may seek relief if actual work performed does not meet estimates.
- 1.3.11 Commencement of Work** – Floyd County will be the sole determinant to proceed with work beyond the “audit” phase and may consider any combination of criteria, including cost, methodology, terms and conditions, or any factor determined by the Owner. Floyd County may elect to implement the energy conservation measures in one or more phases with the selected qualified energy services provider.

2 BASIC RFP AND CONTRACT GUIDELINES AND REQUIREMENTS

- 2.1 Evaluation** – Award will be made based upon the evaluation criteria published in this RFP.
- 2.2 Award Period** – Awarded contract will be valid until project completion and final sign-off by Floyd County Board of Commissioners.
- 2.3 Prevention of Conflict of Interest** – To reduce the possibility of a conflict of interest, the ECSO selected shall not be eligible to participate (to bid) on any projects under this program or supply any proprietary material for the project unless specified by Floyd County.
- 2.4 Clarification** – Floyd County may seek written clarification at any point during the evaluation process. Offeror is responsible to provide information to the best of their ability within the format and time parameters provided by evaluation committee.
- 2.5 Presentation/Meetings/Demonstrations** – Floyd County, at its sole discretion may invite finalists for a verbal presentation, meeting, and/or conference call. Floyd County reserves the right to use any information obtained from Offeror’s presentations in any part of the evaluation process.
- 2.6 Best and Final Offer (BAFO)** – Floyd County may request a best and final offer from finalist if applicable.
- 2.7 Terms and Conditions** – Floyd County expects the terms and conditions of this RFP, and all Floyd County related documents, to be the prevailing contract terms. If you request separate contract documentation to be incorporated into this contract, please provide with your initial submission. However, please know that any document that materially alters the terms and conditions of this agreement or place an undue burden on Floyd County **may be deemed non-**

responsive and removed from consideration. Agreement to Floyd County terms and conditions may be a primary factor in award selection; thus, any contract language that you request MUST be provided with initial response, as it will not be possible to supplement contract language later. Certain required contract provisions are as follows:

- 2.7.1** The agreement may provide that all payments, except obligations on termination of the contract before its scheduled expiration, shall be made over a period of time.
- 2.7.2** The agreement shall require the energy performance contractor to provide the County with an annual reconciliation of the guaranteed energy cost savings.
- 2.7.3** The energy performance contractor shall be liable for any annual savings shortfall which may occur.
- 2.7.4** In the event that such reconciliation reveals an excess in annual energy cost savings, such excess savings shall not be used to cover potential energy cost savings shortages in subsequent contract years.
- 2.7.5** The guaranteed energy savings performance contract shall be for a firm fixed price.
- 2.7.6** The guaranteed energy savings performance contract shall include a written guarantee that energy, water, waste-water, or operating cost savings or revenue increases will meet or exceed the cost of the energy conservation measures to be evaluated, recommended, designed, implemented, or installed under the contract within a 20-year period from the date of final acceptance of installation or implementation.
- 2.7.7** Calculation of the energy, water, waste-water, or operating cost savings or revenue increases may take into account rebates, grants, incentives, or similar payments available under published programs which are reasonably anticipated to be received by the County as a direct result of the work performed by the qualified energy services provider even though such payments may not be included in the qualified energy services provider's contractual agreement.
- 2.7.8** Escalations and other financial considerations assumed in savings calculations shall be defined in the contract if they are included in the savings calculations and are required to meet the payback criteria and life cycle analysis.
- 2.7.9** Performance guarantees with stipulated savings that have been measured in accordance with the International Performance Measurement and Verification Protocol or other recognized and documented industry engineering standard are allowable and shall be explicitly stated in the contract.
- 2.7.10** The County may enter into a third-party installment payment or lease purchase agreement to finance the costs associated with the guaranteed energy savings performance contract and any related hazardous materials abatement. The installment payment or lease purchase agreement may provide for payments over a period of time not to exceed 20 years.

- 2.7.11** An improvement that is not causally connected to an energy conservation measure may be included in a guaranteed energy savings performance contract if:
- 2.7.11.1** The total value of the improvement does not exceed 15 percent of the total value of the guaranteed energy savings performance contract; and
 - 2.7.11.2** Either:
 - 2.7.11.2.1** The improvement is necessary to conform to a law, a rule, or an ordinance; or
 - 2.7.11.2.2** An analysis within the guaranteed energy savings performance contract demonstrates that there is an economic advantage to the County implementing an improvement as part of the guaranteed energy savings performance contract, and the savings justification for the improvement is documented by industry engineering standards.
- 2.7.12** A facility alteration which includes expenditures that are required to properly implement other energy conservation measures may be included as part of a guaranteed energy savings performance contract without being included in the savings guarantee. In such case, notwithstanding any other provision of law, the installation of these additional measures may be supervised by the contractor performing the guaranteed energy savings performance contract.
- 2.7.13** The guaranteed energy savings performance contract shall include an agreement for the provision of measurement and verification services to be paid for from the energy and operational cost savings generated by the project for the term of the contract. It may include maintenance services for the measures installed under the contract. The measurement and verification services shall be performed in accordance with industry standard methods for measuring and verifying savings and equipment performance. Savings which are stipulated shall be specifically noted as such in the guaranteed energy savings performance contract.
- 2.7.14** Upon execution of a guaranteed energy savings performance contract that reduces the County's annual electric usage by more than 100 megawatt hours, the County shall provide written notice to its utility providers describing the energy conservation measures to be installed.
- 2.8 O.C.G.A. § 13-10-91** – Contractor must comply with all relevant codes pertaining to O.C.G.A § 13-10-91 including the submission of *Contractor's Affidavit* regarding compliance with E-Verify as included in this solicitation. Specifically, the Contractor's Affidavit must be completed and submitted to the County with the proposal by the proposal due date or the proposal will be deemed non-responsive and rejected.
- 2.9 Bonding and Insurance** – The ECSO shall be responsible and provide a certificate of insurance evidencing specific levels of insurance, together with applicable bonding in compliance with

State law regarding this type of work. All required bonding must be secured before any work under the guaranteed energy savings performance contract begins.

Insurance

A. Owners' Protective Liability:

Bodily Injury

- a. Each Occurrence: \$1,000,000
- b. Aggregate \$2,000,000

B. Contractor Protective and Public Liability:

Occurrence Basis:

- a. General Aggregate: \$2,000,000
- b. Product and Completed Ops Aggregate \$2,000,000
- c. Persons and Adv. Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage (one fire) \$50,000
- f. Medical Expenses (one person) \$5,000

C. Contractual Liability Insurance (Hold Harmless):

Bodily Injury:

- a. Each Occurrence \$1,000,000

Property Damage:

- a. Each Occurrence \$1,000,000
- b. Aggregate \$1,000,000

D. Comprehensive Auto

- a. Combined Single Limit: \$1,000,000

E. Excess Liability:

- a. Each Occurrence \$1,000,000
- b. Aggregate \$1,000,000

F. Workers Compensation and Employers Liability:

Limits: Statutory Limits, but not less than:

- a. Each Accident \$1,000,000
- b. Disease Policy Limit \$500,000
- c. Disease (each employee) \$100,000

G. Products and complete operations shall be maintained for a minimum period of two years after final payment.

H. Property Damage Liability insurance shall include coverage for the following hazards:

- a. Explosion
- b. Collapse
- c. Underground

Performance and Payment Bonds – The successful bidder shall be required to furnish a bond for the faithful performance of the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in the amount equal to 100% of the Contract price. Both bonds shall be issued by a Corporate Surety authorized to do business with the State of Georgia. Only Barrow County bond forms will be accepted.

- 2.10 Owner’s Rights** – Floyd County reserves the right to reject any or all proposals at its sole discretion.
- 2.11 Disclaimer of Documents** – All respondents are hereby informed that any document(s) submitted in response to this solicitation shall become the sole property of Floyd County. Applicable Open Records laws shall apply, but details of the submittals will remain confidential until the project is awarded or closed.
- 2.12 Nondiscrimination Provision** – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, ESCO agrees that, during performance of this Agreement, ESCO, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, ESCO agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under the Agreement.

3 PROPOSAL EVALUATION

- 3.1 Organization and Completeness of Proposal** – Proposal must provide straightforward, concise proof of respondent’s capabilities to satisfy RFP requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be labeled and any additional documents provide by Offeror must reference the appropriate section of the RFP. All requested information must be included and all forms completed in entirety. Any proposals that do not include all required information may be considered non-responsive and disqualified.
- 3.2 Evaluation Procedures – Review of Proposals** – A committee will evaluate the proposal responses based on qualifications, relevant experience, responsiveness of Offeror, as well as the estimated cost. Cost will not be the sole determining factor in the award. Factors included in selecting the most qualified ESCO for award of the guaranteed energy savings performance contract shall include the experience of the provider, quality of the project approach, type of technology employed by the provider, and overall benefits to the County.
- 3.3 Evaluation Criteria** – The selection of Energy Savings Contract will be based on the review of several key elements in the proposals submitted.

#	Description	Points Possible
1	ECSCO Qualifications (All elements of Section 4.1)	45
2	Scope of Work (SOW)/Methodologies (All elements of Section 4.2)	40
3	Cost (Section 4.2.5)	10
4	Value Added (Section 4.3)	5
	Total Points Available	100

4 SPECIFICATIONS AND SCOPE OF WORK

This section stipulates that elements of the RFP under evaluation. Please remember that your proposal will be evaluated for content, thoroughness, and clarity of response to all criteria requested in this proposal. Respond precisely and concisely to each and all specific questions and/or topics by providing requested information on separate pages, clearly labeled response (i.e., 4.1). Floyd County is not responsible for locating data included in your response that is not properly identified as instructed.

4.1 Contractor Qualifications

- 4.1.1 Cover Letter** – Contractor shall provide a cover letter summarizing both their organization and their offer.
- 4.1.2 Firm Data**
 - 4.1.2.1** Basic Company Information including company ownership
 - 4.1.2.2** Firm name, Address, Phone, Fax, Key email addresses
 - 4.1.2.3** Primary Contact Name and Information
 - 4.1.2.4** Number of Years in business/Number of Years in ECSO business
 - 4.1.2.5** State of Incorporation
 - 4.1.2.6** Applicable Licenses and Certificates
- 4.1.3 Firm History** – Describe the history of your firm, specifically as it relates to the work to be performed under this contract. Information shall include background and history of your firm’s executive management. Do not overview any elements of your structure that are not directly involved in the energy services business.
- 4.1.4 Team Personnel** – Provide information about the firm’s personnel resources, including classification and number of employees as follows: Identify all individuals that will directly and materially be involved in any aspect of the audit, analysis, bidding/procurement, contract management, and construction management phases of this contract. Provide resumes of the key project personnel including education, energy business education, work experience, experience with energy conversation business, and any other relevant information detailing their responsibility within the scope of this contract. In addition, please highlight the projects that each individual has worked on in the State of Georgia with the same or similar SOW as the work to be performed herein.
- 4.1.5 Qualification Statement** – Each firm shall provide a detailed statement of qualification highlighting the ability to perform the work prescribed.
- 4.1.6 Letters of Reference** – In addition to the information cited in 4.1.7, respondent shall also include a minimum of three (3) letters of recommendation representative of

school and institutional projects.

4.1.7 Experience in Local Government and Institution Projects – Firm shall demonstrate experience in the design and management of local government projects and/or institutional projects, preferably in Georgia. Provide the following information for five (3) local government projects.

4.1.7.1 Name of Local Government or Institution

4.1.7.2 Contract Name/Title of Contact Information

4.1.7.3 Guaranteed Maximum Price

4.1.7.4 Annual Energy Savings identified in the audit/design phase

4.1.7.5 Actual Energy Savings achieved and documented

4.1.7.6 Project Scope of Work

4.1.7.7 Description and Dollar Value of change orders (if applicable)

4.1.8 Legal – Submit a summary list of all litigation, arbitration, and mediations over the past seven years. Indicate specific outcome(s), especially for any energy related and/or operational savings shortfalls.

4.1.9 Meter Consolidation Experience – ECSO shall demonstrate the ability to consolidate utility meters as a cost reduction strategy. Please provide examples detailing the engineering, design and results of combining meters on school and institutional projects.

4.1.10 Financial Information – Provide an audited financial statement, balance sheet, and income statement for the responding ECSO (paper or CD/Flash drive). In addition, provide:

4.1.10.1 A compliance letter from your firm’s bonding company showing consent to provide all appropriate bonds for your services as an ECSO.

4.1.10.2 Indicate the firm’s maximum bonding capacity and the amount of bonding capacity currently used.

4.1.10.3 Indicate the total value of contracts currently under construction.

4.1.11 Ability to Finance – Firms shall provide experience in funding similar projects for Governments within the State of Georgia. Please provide:

4.1.11.1 Approach to providing financing for this scope of work

4.1.11.2 Experience with leasing for various governmental clients

4.1.11.3 Amount financed for other similar government clients

4.2 Scope of Work – Contractor must include with proposal response a written Scope of Work (SOW) detailing the contractors plan to implement, service, and manage this contract in accordance with Floyd County specifications, relevant laws, and industry “best practices”

4.2.1 Audit Methodology – Please describe, in detail, the audit methodology to be employed for the project specified. Information shall include, but not limited to, planning, manpower, time involved, documentation procedures, technology employed, and reporting and analysis.

4.2.2 Design Methodology – Please describe, in detail, the design methodology to be employed from transferring the subjective analytical data into an objective and measureable system design. Please provide an example.

4.2.3 Bidding Methodology – Please describe, in detail, the bidding methodology to be employed to ensure the optimum value to Floyd County (with value defined as a relationship between cost and quality). Information shall include, but not limited to, bidding documents, advertisement, assurance of competition, assurance of conflict of interest, assurance of compliance with applicable Federal, State, and Local regulations governing procurement of related items, and assurance of “best practice” solicitation procedures.

4.2.4 Reporting Methodology – Please describe, in detail, the methodology in which the firm will report and present the audit, design, and bid findings to Floyd County. Respondent shall include a sample report representative of what Floyd County would receive at this stage of the contract.

4.2.5 Construction Management Methodology – Please describe your methodology for contracting and overseeing the “construction” requirements of this contract. This shall include planning, coordination, installation, warranty, and occupant involvement.

4.2.6 Methodology for Measurement and Verification – Please detail procedures, formulas, and methodologies your firm will employ to measure, calculate, document, and guarantee energy savings for this project.

4.2.7 Contract Management Methodology – Please detail your methodology for general oversight of the contract from award, through all phases until final completion. Information shall detail the people and processes to be employed to ensure effective and efficient management of all contract related items (audit, design, bidding, financing, construction, close-out, etc.) Please highlight how your staff will interface with Floyd County personnel during all phases of the project.

4.2.8 Financial Methodology – Please detail your methodology for the following elements of the contract related to the financial aspects of this project:

4.2.8.1 Financing/Leasing (should Floyd County choose to finance)

4.2.8.2 Transparency of Financial Records related to cost, savings, etc.

4.2.8.3 Financial Reporting

4.2.8.4 Invoicing Procedures – Including sample invoices

4.2.9 Time Lines – Please discuss typical time lines for a project of this size/scope (including examples). While Floyd County understands that there are numerous variables associated with this topic, respondent should answer “time” related questions to a standard of “most likely” given unforeseen issues or changes outside of our control.

4.2.10 Priority of Work – Floyd County and ECSO to determine priority of work; however, ECSO is informed that most work will be prioritized to complete the Floyd County Parking deck and Law Enforcement Center.

4.3 Cost – Contractor must include with proposal response all “cost” related information in accordance with Floyd County specifications, relevant laws, and industry “best practices”

4.3.1 Pricing Methodology – Please provide a detailed overview of your firm’s pricing structure to be used for this project. This detail should include all markup structures associated for the Guaranteed Maximum (GMP). Respondent shall also include information specific to your pricing structure for the investment grade audit. Any and all cost consideration associated with this contract should be disclosed at this phase including design, freight, handling, etc.

4.3.2 Fees and Expenses – Offeror must disclose all fees and expenses prior to contract and should provide “open book” including the explicit application of fees and costs. Floyd County should be able to discern beforehand and audit afterwards, all fees and expenses based upon costs proposed within this RFP.

4.3.3 Change Orders – Please define the process for change orders during the life of the contract. This must include the constitution of a change order, as well as, cost implications and pricing structure.

4.4 Value Added – Please provide on a separate page and labeled, any unique elements of your offer not already specified or proposed that you believe will bring value to this contract. Floyd County Government is the sole determinant of the validity of the value to Floyd County.

THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.

CONTRACT AGREEMENT

Offeror has carefully examined and fully understands the General and Special Terms and Conditions and related solicitation documents regarding the provision of Energy Conservation Services to Floyd County (**RFP 19-0108: Energy Conservation Services**). By signing this Contract Agreement, Offeror does hereby agree to all such terms and conditions. Additionally, Offeror agrees that all solicitation documents for RFP 19-0108, including any issued addenda, and Offeror’s response thereto, are hereby incorporated into this Contract Agreement.

Withdrawals, cancellations, etc., will not be accepted unless a Floyd County purchasing representative gives authorization. In the event Offeror fails to comply, it may be removed from the Offerors’ list.

By submitting this Proposal, Offeror agrees to waive any claims it has or may have against the Owner, its elected officials, employees, agents, members, representatives and legal counsel arising out of: the administration, evaluation, recommendation or selection of any proposal or qualifications; any representations under the proposal or demands; acceptance or rejection of any proposal, qualification or award of a contract.

Signing the Contract Agreement affirms that the original RFP documents have not been altered in any way.

Company Name (“Offeror”)

Representative’s Signature and Title
(Must be signed in ink)

Address

Representative’s Name
(Please type or print)

City, State, and Zip Code

E-Mail Address

Date

Telephone Number and Extension

Terms (If payment terms are not indicated,
will be determined to be net 30 days).

Fax Number

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
(Must be submitted with your RFP submittal)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Floyd County Board of Commissioners** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (4-7 Digits, no letters)

Date of Authorization (of E-Verify authorization)

Name of Contractor

Name of Project/Contract Number/Purchase Order Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__ .

NOTARY PUBLIC

My Commission Expires:
