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# GAINESVILLE CITY SCHOOL SYSTEM

*ONE GAINESVILLE: We will inspire, nurture, challenge, and prepare our students.*

## Request for Proposal

### ENERGY CONSERVATION SERVICES

**October 3, 2018**

To: All Proposers

The Gainesville City School System would like you to supply us with a Proposal for **Energy Conservation Services**. The Gainesville City School System is tax exempt.

The RFP Closing is: **October 31, 2018 at 3:00 P.M.**

Responses to this Request for Proposal must be in a sealed envelope and must be marked with your company name, and RFP number. Please allow ample time for delivery. Proposals received late will not be considered. For mailing purposes, please address to:

**GAINESVILLE CITY SCHOOL SYSTEM  
Adrian Niles, Chief Operating Officer  
RFP: Energy Conservation Services  
508 Oak Street, NW  
Gainesville, GA 30501**

Respectfully,

Adrian Niles  
Chief Operating Officer

**Gainesville City School System**  
**Request for Proposal**  
**GENERAL TERMS AND CONDITIONS**

**1.0 PREPARATION OF PROPOSALS**

- 1.1** Proposals must be on Forms furnished with this Request for Proposal. They must be submitted in a sealed envelope marked with your company name and **“Energy Conservation Services”** clearly marked on the outside of the envelope.
- 1.2** Offerors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal may be rejected by Gainesville City School System (GCSS). Each Offeror is required to furnish all information requested in the Request for Proposal.
- 1.3** Each Offeror is responsible for having knowledge and understanding of any applicable State of Georgia Code and GCSS regulations or policies pertaining to GCSS procurement.
- 1.4** GCSS Purchasing Regulations are hereby acknowledged, understood, and agreed to by the both parties and are hereby fully incorporated into the RFP and Proposal Contract.
- 1.5** **Conditional RFP’s-** Proposals that in any way qualify or vary the terms and conditions and specifications of this RFP may be considered non-responsive and disqualified from consideration of award.

**2.0 COMMUNICATIONS WITH GCSS STAFF**

- 2.1** All communications concerning this RFP must be submitted **in writing** to GCSS. Email to **adrian.niles@gcssk12.net** is the preferred method of communication. No response other than written, will be binding upon GCSS. User departments may be called upon for clarification in their area of expertise at the discretion of GCSS. **Questions must be received by 3:00 P.M. October 23, 2018. All vendor questions will be answered and posted on the GCSS website for all vendors to see.**
- 2.2** From the issue date of this RFP until the completion of the selection process and the award notification is announced, Offerors are not allowed to communicate with school system employees and/or contracted agents related to this RFP for any reason except as authorized by GCSS. Violation of this provision may result in rejection of the Offeror’s response.
- 2.3** It is the Offeror’s responsibility to check the GCSS website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

**3.0 SUBMISSION OF PROPOSALS**

- 3.1** The **Original and Three Copies of the RFP** must be received at the Gainesville City School System, Attention: Adrian Niles, COO, 508 Oak Street, NW, Gainesville, GA 30501 no later than **October 31, 2018 at 3:00 P.M.** as set forth in the Request for Proposal.

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- 3.2 Responses are due by mail or hand delivery no later than **October 31, 2018 at 3:00 P.M.** as set forth in this Request for Proposal.
- 3.3 **Any proposal received after the designated time will be deemed late and will not be considered by GCSS.** Telephone or fax quotations in lieu of RFP Form will not be accepted. GCSS cannot be responsible for lateness of receipt due to delivery delays.
- 3.4 Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.

### 4.0 SPECIFICATIONS

- 4.1 Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of cuts, catalogs or printed descriptions will not relieve the Offeror of this requirement. GCSS shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Request for Proposal. If GCSS determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.
- 4.2 Offeror's failure to deliver any items/services according to specifications set forth in their RFP may result in cancellation of the purchase and permanent removal from the authorized vendor list. If any items do not meet these specifications, the items will be picked up at Offeror's expense and removed from GCSS property at the sole cost of the Offeror.
- 4.3 **For Goods:** Unless specified otherwise, manufacturers listed, in the Request for Proposal is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The GCSS will be the sole determiner as to whether the substituted item is approved as an alternative
- 4.4 If an 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 minimum specifications listed in RFP document as well as current industry standards. Replacement units must be made available to GCSS for review and approved prior to the end of life of the awarded model. GCSS 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.

### 5.0 PRICES QUOTED

- 5.1 Prices must remain firm for the entire contract period unless specified otherwise in the Special Terms and Conditions. The Gainesville City School System reserves the option to renew the RFP annually if agreeable to both the successful Offeror and the Gainesville City School System.
- 5.2 Quantities/amounts shown on the Request for Proposal are estimates. Offerors are advised that the actual number purchased/required may vary from those on the proposal, depending upon the needs of the GCSS and the availability of funds.

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- 5.3 Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.
- 5.4 Pricing must be submitted on Proposal Form as requested without conditions unless called for in Special Terms & Conditions.

### 6.0 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 Offeror's request and at Offeror's expense. If Offeror does not arrange for pick-up of samples as defined in Special Terms & Conditions, samples will become the property of GCSS.

### 7.0 AWARDS

- 7.1 The GCSS reserves the right to accept or reject any part of a submitted proposal (in whole or in part), to accept the entire proposal from one Offeror, to accept portions of the proposal from multiple offers, or to reject any and/or all proposals submitted or waive any minor irregularity.
- 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 GCSS as outlined in the evaluation criteria including in this solicitation. Award proposal will be made in the best interest of GCSS.
- 7.3 A determination of competitive range may be made after 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. GCSS may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, GCSS reserves the right to re-solicit the item(s) involved.
- 7.5 Purchases by the GCSS are not subject to Federal Excise Tax or State and Local Sales Tax. No taxes should be included in this RFP.

### 8.0 CONTRACT

- 8.1 **THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THIS PROPOSAL IN ITS ENTIRETY. (This RFP and Proposal will be considered part of the contract documents.)**
- 8.2 It is understood and expressly agreed that, upon proper acceptance of the offer by GCSS, a contract shall hereby be created.
- 8.3 Failure to observe any of the general or special terms of this contract may constitute for

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rejection of award and removal from bidders list.

- 8.4** Unless otherwise stated in the Special Terms and Condition, GCSS requires that all prices quoted will be firm for 12 months from award of contract.
- 8.5** By signing of contract, Offeror confirms responsibility as an authorized agent to sell, distribute all products and services as proposed. In addition, vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special Terms and Conditions.
- 8.6** **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.
- 8.7** **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 Hall County, Georgia.
- 8.8** **Entirety of Contract-** All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between GCSS and the Offeror and contain the entire agreement between the parties and supersedes 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 purposes, unless consented and agreed to by GCSS in writing.
- 8.9** GCSS reserves the right to review and accept or deny requests for 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 the GCSS.

### 9.0 SHIPPING

- 9.1** All prices are to include delivery to the location(s) specified in the Proposal or the Purchase Order. All delivery for goods must be FOB destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the GCSS.
- 9.2** In the event of damage, shortage, or other loss resulting from shipment to any GCSS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between Offeror and the carrier.
- 9.3** GCSS 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 the Offeror from the vendor 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 GCSS.

### 10.0 INVOICING

- 10.1** Payment will be made by the GCSS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the GCSS authorized representative.

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**10.2** All accounts are paid on a current basis. Best effort will be made by GCSS 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 GCSS signature) at 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 by machine. Invoices will be paid within 30 days of receipt of invoice and within 30 days of notification of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and GCSS purchase order number.

### **11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT**

**11.1** Except as may be specifically permitted by the RFP, Offeror shall not delegate, subcontract, assign, or otherwise permit anyone other than the Offeror personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of GCSS, which consent may be withheld at its sole discretion.

### **12.0 INDEMNIFICATION**

**12.1** The successful Offeror shall be liable for any injury, damage or loss occasioned by negligence of the successful Offeror, its agents, or any other person the successful Offeror has designated to visit GCSS property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract.

### **13.0 TERMINATION**

**13.1 Termination** - If GCSS or the successful Offeror wish to cancel this contract, written notice 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. GCSS reserves the right to terminate without warning in the event of critical and/or material breach of contract.

### **14.0 ADDENDUM**

**14.1** Addendum/Addenda issued in writing during the time of solicitation will be incorporated in the subsequent contract. Offeror is responsible for checking the webpage frequently during solicitation period for any potential addendums and acknowledging the addendum(s) have been addressed and reflected in the proposal.

### **15.0 SPECIAL TERMS AND CONDITIONS**

**Should the General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.**

## **SPECIAL TERMS AND CONDITIONS**

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### 1.0 PURPOSE AND OBJECTIVE

**1.1 Purpose -** The Gainesville City School System (GCSS) is accepting proposals for **Energy Conservation Services** per the specifications of this document, all applicable federal, state, and local laws, and in accordance with industry “best practices”. The goal would be the implementation of potential energy savings projects throughout the District as deemed cost feasible and cost effective by GCSS. **All proposals must comply with O.C.G.A. § 20-2-506.**

**The anticipated scope of energy saving measures to be considered in the RFP are limited to:**

- 1. Replacement of existing gym lighting at Gainesville High School, Gainesville Middle School and the Ninth Grade Center.**
- 2. Replacement of field lights at Ivey Watson Field and Bobby Gruhn Field.**
- 3. Replacement classroom lighting at all schools as needed.**
- 4. Replacement of all exterior lighting to LED at all locations as needed.**

GCSS has eight facilities including six Elementary Schools, one Middle School, one High Schools, and various other support facilities.

**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 the owner to develop energy efficient solutions that provide maximum benefit to GCSS. Throughout this process, your 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. Awarded firm shall work with the Owner to provide a comprehensive investment grade audit 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.

**1.3 Responsibility of ESCO After Award -** The selected firm will be responsible for performing a Comprehensive Energy Audit of the facilities and/or systems identified by GCSS.

- A.** ESCO shall gather and analyze all necessary utility information on each facility. The ESCO 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.
- B.** The Energy Audit Report shall present an analysis of the ESCO’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 GCSS’s facilities.
- C.** An energy baseline will be agreed upon by GCSS and the ESCO. The ESCO must present how the baseline is derived and define under what conditions it will be adjusted.
- D.** For each measure recommended, the Audit shall provide a description to include:
  - 1)** Total implementation cost for each measure
  - 2)** Equipment counts (total and itemized per location)
  - 3)** Performance characteristics and energy level of the equipment comprising the proposed measure, installation and maintenance costs, life

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- cycle costs, and projected annual energy savings.
- 4) Projected energy savings calculations must specifically account for energy savings on and off peak, any demand savings and the interaction between recommended measures.
- E. Audit Report shall include an executive summary, which lists all proposed energy conservation measures with the implementation cost and estimated energy savings.
- F. **Guaranteed Savings -**
- 1) Final proposal must include a guaranteed savings clause including the actual guarantee and remedy in the event the guarantee is not met.
  - 2) Additional savings shall belong solely to the Owner in the event the actual savings exceed guaranteed estimates.
  - 3) GCSS reserves the right to negotiate the terms of the remedy if not satisfactory.
- G. GCSS reserves the right to accept all, some or none of the solutions offered. GCSS will be the sole determinate of cost benefit to any proposed solution.
- H. **Financing** - If financing is required, all financing options including “lease purchase” shall conform to the **Official Code of Georgia 20-2-506**. Any lease purchase payments MUST be offset entirely by guaranteed energy savings. Your analysis shall include a “pay-back” schedule.
- I. **Payment** - GCSS may, at its discretion, forgo financing and purchase some or all of the equipment/services outright through alternative funding sources.
- J. **Audit Cost** - Offeror must provide a 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 GCSS may seek relief if actual work performed does not meet estimates.
- K. **Commencement of Work** - GCSS 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.

### 2.0 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 Gainesville City School System.
- 2.3 **Prevention of Conflict of Interest** - To reduce the possibility of a conflict of interest, the ESCO 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 GCSS.
- 2.4 **Clarification** - GCSS 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** - GCSS, at its sole discretion may invite finalists for a verbal presentation, meeting, and/or conference call. GCSS reserves the right to use any information obtained from Offeror presentations in any part of the evaluation process.
- 2.6 **Best and Final Offer (BAFO)** - GCSS may request a best and final offer from finalist if applicable.
- 2.7 **Site visits may be scheduled through Adrian Niles at [adrian.niles@gcssk12.net](mailto:adrian.niles@gcssk12.net)**
- 2.8 **Terms and Conditions** - GCSS expects the terms and conditions of this RFP, and all GCSS related documents, to be the prevailing contract terms. If you request separate contract



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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 places undue burden on GCSS **may be deemed non-responsive and removed from consideration**. Agreement to GCSS 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.**

- 2.9 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 Affidavit* as included in this solicitation. ESCO shall ensure that any construction related work shall comply with all requirements of this Code.
- 2.10 Bonding and Insurance** - The ESCO shall be responsible for ensuring specified levels of insurance and applicable bonding in compliance with State law regarding this type of work. Any applicable bonding must be secured before work begins.

### Insurance

#### A. Owner's Protective Liability:

1. **Bodily Injury**
  - a) Each Occurrence: \$ 1,000,000
  - b) Aggregate \$ 2,000,000
2. **Property Damage:**
  - a) Each Occurrence: \$ 1,000,000
  - b) Aggregate: \$ 2,000,000

#### B. Contractor's Protective and Public Liability:

##### Occurrence Basis:

1. General Aggregate: \$ 2,000,000
2. Product and Completed Ops Aggregate: \$ 2,000,000
3. Persons and Adv. Injury: \$ 1,000,000
4. Each Occurrence \$ 1,000,000
5. Fire Damage (one fire): \$ 50,000
6. Medical Expenses (one person): \$ 5,000

#### C. Contractual Liability Insurance (Hold Harmless):

1. **Bodily Injury:**
  - a) Each Occurrence: \$ 1,000,000
2. **Property Damage:**
  - a) Each Occurrence: \$ 1,000,000
  - b) Aggregate: \$ 1,000,000

#### D. Comprehensive Auto

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

#### E. Excess Liability:

1. Each Occurrence: \$ 1,000,000
2. Aggregate: \$ 1,000,000

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**F. Workers Compensation and Employers Liability:**

- 1. 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 insurance 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**

- 1. Explosion
- 2. Collapse
- 3. Underground

**Bid Bond** - Each bid must be accompanied with a **BID BOND** (Bond only; certified checks or other forms are not acceptable) in an amount equal to 5% of the base bid (total of both jobs), payable to the OWNER and issued by a Surety authorized to do business in the State of Georgia, in order to guarantee that the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and Contract Documents, should the construction contract be awarded to him. Surety shall have an A rating or better by A.M. Best Company and shall be currently listed on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) as a surety authorized to write bonds for the U.S. Government.

**Performance and Payment Bonds** - The successful bidder shall be required to furnish a bond for the faithful performance on 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 amounts 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.

**2.11 Owner's Rights** - GCSS reserves the right to reject any and all proposals at its sole discretion.

**2.12 Disclaimer of Documents** - All respondents are hereby informed that any document(s) submitted in response to this solicitation shall become the sole property of GCSS for use at the full discretion of GCSS. Applicable Open Records laws shall apply, but details of the submittals will remain confidential until the project is awarded or closed.

### **3.0 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 provided by the vendor 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.

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### 3.2 Evaluation Procedures – Review of Proposals

A committee will evaluate the proposal responses based on qualifications, relevant experience, responsiveness of Offerors, as well as the estimated cost. Cost will not be the sole determining factor in the award.

The committee will evaluate the quality and completeness of each response as it addresses each requirement of the RFP. All non-cost related areas of the response are evaluated during this phase. A list of areas being reviewed for this specific RFP, along with the associated point values is included in the Evaluation Criteria below.

### 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	ESCO Qualifications (all elements of Section 4.1)	45
2	Scope of Work (SOW)/Methodologies (all elements of Section 4.2)	40
3	Cost (4.2.5)	10
4	Value Added (4.3)	5
	<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>

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### 4.0 SPECIFICATIONS AND SCOPE OF WORK

*This section stipulates the 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 the requested information on separate pages, clearly labeled in your response (IE 4.1.). GCSS 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**

- a) Basic Company Information including company ownership
- b) Firm Name, Address, Phone, Fax, Key email addresses
- c) Primary Contact Name and Contact Information
- d) Number of Years in Business/Number of Years in ESCO business
- e) State of Incorporation
- f) 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 conservation business, and any other relevant information detailing their responsibility within the scope of this contract. In addition, please highlight the projects 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 your ability to perform the work prescribed. (Download as separate Attachment entitled "Qualification Statement")

**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 K-12 Public Education and Institutional Projects** - Firm shall demonstrate experience in the design and management of public school projects and/or institutional projects, preferably in Georgia. ***Provide the following information for five (5) K-12 projects.***

- a) Name of School/School System
- b) Contact Name/Title and Contact Information
- c) Guaranteed Maximum Price
- d) Annual Energy Savings identified in the audit/design phase
- e) Actual Energy Savings achieved and documented

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- f) Project Scope of Work
      - g) 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 past. Indicate specific outcome, especially for any energy related and/or operational savings shortfalls.
  - 4.1.9 **Financial Information** - Provide an audited financial statement, balance sheet, and income statement for the responding ESCO (paper or flash). In addition, provide:
    - a) A compliance letter from **your** firm's bonding company showing consent to provide all appropriate bonds for your services as an ESCO.
    - b) Indicate the firm's maximum bonding capacity and the amount of the bonding capacity currently used.
    - c) Indicate the total value of contracts currently under construction.
  - 4.1.10 **Ability to Finance** - Firms shall prove experience in funding similar project for School Systems within the State of Georgia. Please describe:
    - a) Approach to providing financing for this scope of work
    - b) Experience with leasing for various institutional clients
    - c) Amount financed for other similar institutional clients
  - 4.1.11 **Meter Consolidation Experience** – ESCO 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.
- 4.2 **Scope of Work - Contractor must include with proposal response a written SOW (Scope of Work) detailing the contractors plan to implement, service, and manage this contract in accordance with GCSS 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 as specified. Information shall include, but not limited to, planning, labor, time involved, documentation procedures, technology employed, 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 GCSS (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 no conflicts 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 GCSS. **Respondent shall include a sample report representative of what GCSS would receive at this stage of the contract.**
  - 4.2.5 **Construction Management Methodology** - Please detail 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,

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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 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, closeout etc.). Please highlight how your staff will interface with GCSS personnel during all phases of the project.

**4.2.8 Financial Methodology** - Please detail your methodology for the follow elements of the contract related to the financial aspects of this project

- a) Financing/Leasing (should GCSS choose to finance)
- b) Transparency of Financial Records related to cost, savings, etc
- c) Financial Reporting
- d) Invoicing Procedures-including sample invoice

**4.2.9 Time Lines** - Please discuss typical time lines for a project of this size/scope (including examples). While GCSS 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 your control.

**4.2.10 Anticipated Schedule of Events:**

- a) October 3, 2018: Release of RFP
- b) October 31, 2018: Responses to RFP Due
- c) November 13, 2018: GCSS Evaluation Selection of ESCO
- d) December 3, 2018: GCSS Board of Education Approval of ESCO
- e) December 4, 2018: Earliest date onsite construction could begin
  - 1) All work to be coordinated through GCSS Chief Operating Officer, Adrian Niles, and must not affect regular school activities or scheduled events/practices at the facilities.

**4.2.11 Priority of Work** - GCSS and ESCO to determine priority of work.

**4.3 COST - Contractor must include with proposal response all "cost" related information in accordance with GCSS 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 Price (GMP). Respondent shall also include information specific to your pricing structure for the investment grade audit. All cost considerations 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 be provided "open book" including the explicit application of fees to costs. GCSS should be able to discern beforehand and audit afterward all fees and expenses based upon the 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.

# **Gainesville City School System Request for Proposal**

GCSS is sole determinant of the validity of the value to GCSS.

# Gainesville City School System Request for Proposal

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

## **Energy Conservation Services - CONTRACT AGREEMENT**

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Energy Conservation Services** to the Gainesville City School System and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless GCSS gives authorization. In the event vendors fail to comply, they may be removed from the Offerors list.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative's Signature  
(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

**By submitting this Proposal, Proposer agrees to waive any claims they have or may have against the Owner, its 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 document has not been altered in any way.**

**Upon notice of Award, this page will become the prevailing Contract Agreement between your organization and the GCSS.**



**Gainesville City School System  
Request for Proposal**

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Contractor's Name:	
Subcontractor's (Your) Name:	
State Entity's Name:	
Solicitation/Contract No.	

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program\*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the State Entity, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the State Entity at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public [NOTARY SEAL]

My Commission Expires:

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

# Gainesville City School System Request for Proposal

## IMMIGRATION AND SECURITY FORM (GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

Contractor's Name:	
State Entity's Name:	
Solicitation/Contract No.:	

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR:** Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the State Entity within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

Contractor Name:	
Subcontractor:	
Subcontractor:	
Subcontractor:	
Subcontractor:	
Subcontractor:	