



# JEFFERSON CITY SCHOOLS

345 Storey Lane

Jefferson, GA 30549

OFFICE OF THE SUPERINTENDENT

(706) 367-2880 FAX (706) 367-2291

## General Terms and Conditions

### **1.0 PREPARATION OF THE PROPOSAL**

- 1.1 Proposals must be on the forms furnished with the Request for Proposal (RFP). They must be submitted in a sealed envelope marked with your company name and “**RFP 17-0001, Electrical Conservation Services**” clearly marked on the outside of the envelope.
- 1.2 Vendor 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 Jefferson City Schools (JCS). Each vendor is required to furnish all information requested in the RFP.
- 1.3 Each vendor is responsible for having knowledge and understanding of all applicable State of Georgia Code and JCS policies or procedures pertaining to JCS.
- 1.4 **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 COMMUNICATION WITH JCS STAFF**

- 2.1 All communication and/or concerning this RFP must be submitted in writing via email to the JCS Financial Officer, Kim Navas at [knavas@jeffcityschools.org](mailto:knavas@jeffcityschools.org). Offeror questions must be received by 4:00pm, Monday, March 27, 2017. All vendor questions will be answered and posted on the JCS 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 prohibited to communicate with school system employees and/or contracted agents related to this RFP for any reason except as authorized by the JCS Facilities Department. Violation of this provision may result in the rejection of the Offeror’s response.
- 2.3 It is the vendor’s responsibility to check the JCS website ([www.jeffcityschools.org](http://www.jeffcityschools.org)) 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 Two Copies of the RFP response must be received by Jefferson City Schools, , Attn: Kim Navas 345 Storey Lane, Jefferson, Georgia 30549 no later than Tuesday, April 11, 2017 at 2pm EST (as determined by receipt via hand, postal or delivery service).
- 3.2 Any proposal received after the designated time will be deemed late and will not be considered as a valid proposal by the JCS. Telephone, Fax, or Email quotations in lieu

of the RFP Form will not be accepted. JCS cannot and will not be responsible for tardiness of receipt due to delivery delays.

- 3.3 Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign the RFP and all obligations 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 catalogs or printed descriptions will not relieve the offeror of this requirement. JCS shall determine in its sole discretion whether substitutions or modification of the requested specifications are comparable to those contained within the RFP. If JCS determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.
- 4.2 A vendor'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 vendor list. If any items do not meet these specifications, the items will be picked up at the vendor's expense and removed from JCS' property at the sole cost of the vendor.
- 4.3 For Goods: Unless specified otherwise, manufactures listed, in the RFP is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. JCS 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 vendor, 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 JCS for review and approval prior to the end of life of the awarded model. JCS 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. Jefferson City Schools reserves the option to renew this RFP annually if agreeable to both the successful Offeror and Jefferson City Schools 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 the JCS 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 on the Proposal Form as requested without condition unless called for in the Special Terms and Conditions.

## 6.0 SAMPLES

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

## 7.0 AWARDS

- 7.1 JCS 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 Offerors, 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 JCS as outlined in the evaluation criteria included in this solicitation. Award of proposal will be in the best interest of JCS.
- 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. JCS may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, JCS reserves the right to re-solicit the item(s) involved.
- 7.5 Purchases by the JCS are not subject to Federal Excise Tax or State and Local Tax. No taxes should be included in this RFP.

## 8.1 CONTRACT

- 8.2 **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, JCS requires that all prices quoted will be firm for 12 months from award date of the contract.
- 8.4 By the signing of contract, Offeror confirms responsibility as an authorized agent to sell, distribute all products or 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.
- 8.5 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 Jackson 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 JCS 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 vendor 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 JCS in writing.
- 8.8 JCS 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 JCS.

**9.0 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 JCS.
- 9.2 In the event of damage, shortage, or other loss resulting from shipment to any JCS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between the vendor and the carrier.
- 9.3 JCS reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove 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 JCS.

**10.0 INVOICING**

- 10.1 Payment will be made by JCS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the JCS authorized representative.
- 10.2 All accounts are paid on a current basis. Best effort will be made by JCS 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 JCS 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 JCS purchase order number.

**11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT**

- 11.1 Except as may be specifically permitted by the RFP, the 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 JCS, 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 or omission of the successful Offeror, its agents, or any other person the successful Vendor has designated to visit JCS 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 JCS 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. JCS 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. The Offeror is responsible for frequently checking the district's website during the solicitation period for any potential addendums.

**15.0 SPECIAL TERMS AND CONDITIONS**

15.1 Should the General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will be adhered to.

# JEFFERSON CITY SCHOOLS

345 Storey Lane

Jefferson, GA 30549

## SPECIAL TERMS AND CONDITIONS

### 1.0 PURPOSE AND OBJECTIVE

- 1.1 **Purpose** – Jefferson City Schools (JCS) is accepting proposals 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”. The goal would be the implementation of potential energy savings projects throughout the District as deemed cost feasible and cost effective by JCS. The anticipated scope of energy saving measures to be considered in the RFP are limited to 1) Replacement of existing lighting with LED fixtures in all gymnasiums district wide, 2) Replacement Jefferson ES interior lighting with retrofit kits, (3) Replacement Jefferson High ROTC, Theater and Arena interior lighting with LED, (4) Replacement of all exterior lighting to LED all four schools, and (5) Install network thermostats on all unitary equipment Jefferson ES, MS and HS (old section). **All proposals must comply with O.C.G.A. §20-2-506.** JCS has 4 primary facilities (JES, JA, JMS and JHS).
- 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 the maximum benefit to JCS. 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.  
Awarded firm shall provide JCS 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 Energy Conservation Saving Offeror (ECSO) After Award** – The selected firm will be responsible for performing a Comprehensive Energy Audit of the facilities and/or systems identified by the JCS.
  - A. 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.
  - B. The Energy Audit Report shall present and 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 JCS facilities.
  - C. An energy baseline will agree upon by JCS and the ECSO. The ECSO 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:
  - a. Total implementation cost for each measure.
  - b. Equipment counts (total and itemized per location).
  - c. Performance characteristics and energy level of the equipment comprising the proposed measure, installation and maintenance costs, life cycle costs, and projected annual energy savings.
  - d. 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** –
  - a. Final proposal must include a guaranteed savings clause, including the actual guarantee and remedy in the event the guarantee is not met.
  - b. Additional savings shall belong solely to the Owner in the event the actual savings exceed guaranteed estimates.
  - c. JCS reserves the right to negotiate the terms of the remedy if not satisfactory.
- G. JCS reserves the right to accept all, some, or none of the solutions offered. JCS 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 O.C.G.A §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** – JCS 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 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 JCS may seek relief if actual work performed does not meet estimates.
- K. **Commencement of Work** – JCS 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 JCS.
- 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 JCS.

- 2.4 **Clarification-** JCS 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-** JCS, at its sole discretion may invite finalists for a verbal presentation, meeting, and/or conference call. JCS reserves the right to use any information obtained from vendor presentations in any part of the evaluation process.
- 2.6 **Best and Final Offer (BAFO)** – JCS may request a best and final offer from finalist if applicable.
- 2.7 **Contractor Identification System** – JCS requires the employees assigned to any JCS contract to register through our Raptor System. Any representative of your organization, before work on JCS property must be screened through this system. The process requires a submission of an approved photo identification (government issued), which will be run through our Raptor Sexual Offender Database. Any contractor refusing to comply with this requirement, of failing to pass the check, will not be allowed on JCS property.
- 2.8 **Site visits may be scheduled through JCS Director of Maintenance Russell Massey at [rmassey@jeffcityschools.org](mailto:rmassey@jeffcityschools.org)**
- 2.9 **Terms and Conditions-** JCS expects the terms and conditions of this RFP, and all JCS 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 placed undue burden on JCS **may be deemed non-responsive and removed from consideration. Agreement to JCS 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.**
- 2.10 **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
- 2.11 **Bonding and Insurance** – The ECSO shall be responsible and provide a certificate of insurance. Specific 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. 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) \$100,00

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

**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 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 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 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.

2.12 **Owner’s Rights** – JCS reserves the right to reject any and all proposals at its sole discretion.

2.13 **Disclaimer of Documents** – All respondents are hereby informed that any document(s) submitted in response to this solicitation shall become the sole property of JCS. 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 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 Offerors, as well as the estimated cost. Cost will not be the sole determining factor in the award.

#### 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	ECSO 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

### 4.0 **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 (IE 4.1). JCS 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 Information
- d) Number of Years in business/Number of Years in ECSO 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 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 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) Contract Name/Title of Contact Information
  - c) Guaranteed Maximum Price
  - d) Annual Energy Savings identified in the audit/design phase
  - e) Actual Energy Savings achieved and documented
  - 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. 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:
- a) A compliance letter from your firm’s bonding company showing consent to provide all appropriate bonds for your services as an ECSO.
  - b) Indicate the firm’s maximum bonding capacity and the amount of bonding capacity currently used.
  - c) Indicate the total value of contracts currently under construction.
- 4.1.11 **Ability to Finance** – Firms shall provide experience in funding similar projects for School Systems within the State of Georgia. Please provide:
- 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

4.2 **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 JCS 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 measurable 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 JCS (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 JCS. Respondent shall include a sample report representative of what JCS 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 JCS 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
  - a) Financing/Leasing (should JCS choose to finance)
  - b) Transparency of Financial Records related to cost, savings, etc
  - c) Financial Reporting
  - d) 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 JCS 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 Anticipated Schedule of Events:**

- a) December 13, 2016: Release of RFP
- b) January 12, 2017: Responses to RFP due
- c) January 23, 2017: JCS Board of Education Selection of ECSO
- d) May 29, 2017: Earliest date onsite construction could begin
  - 1) All relighting work MUST be complete prior to October 15, 2017
  - 2) All work to be coordinated through JCS Maintenance Director and must not impact regular school activities or scheduled events/practices at the facilities

4.2.11 **Priority of Work** – JCS and ECSO to determine priority of work; however, ECSO is informed that most work will be prioritized to complete school buildings first.

4.3 **COST** – Contractor must include with proposal response all “cost” related information in accordance with JCS 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. JCS 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. JCS is sole determinant of the validity of the value to JCS.

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345 Storey Lane

Jefferson, GA 30549

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

## RFP 17-0001 - 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 Jefferson City Schools and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless a JCS purchasing representative gives authorization. In the event vendors fail to comply, they may be removed from the vendors' 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, Offeror 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 JCS.

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 **(Jefferson City Schools)** 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** (4-6 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:  
\_\_\_\_\_