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Mission
*To serve, protect and govern in concert with
local municipalities*

Values
People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS (RFQ) NO. 05RFQGCJC-DB

Performance Contract
Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation
for
General Services Department

RFQ DUE DATE AND TIME: Monday, September 12, 2005, 11:00 A.M.
MANDATORY PRE-QUALIFICATION CONFERENCE: Monday, August 15, 2005, 1:30PM
PURCHASING CONTACT: Darlene A. Banks at (404)-730-7879
E-MAIL: darlene.banks@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

TABLE OF CONTENTS

1.0	INTRODUCTION	Section	Page
1.1	Overview	1	1
1.2	Description of Project	1	2
1.3	Background	1	2
1.4	County Objectives	1	3
1.5	Obtaining a Copy of the RFQ	1	3
1.6	Mandatory RFQ Pre-Qualification Conference	1	5
1.7	RFQ Due Date	1	4
1.8	Delivery Requirements	1	4
1.9	Contact Person & Inquiries	1	4
2.0	INSTRUCTIONS TO PROPOSERS	Section	Page
2.1	Procurement Process	2	1
2.2	Contract Definitions	2	1
2.3	No Contact During Procurement Process	2	1
2.4	Clarification & Addenda	2	2
2.5	Required Submittals	2	3
2.6	Qualifications Evaluation	2	3
2.7	Reserved Rights	2	3
2.8	Applicable Laws	2	3
2.9	Minimum Participation Requirement for Prime Contractors	2	4
2.10	Accuracy of RFQ & Related Documents	2	4
2.12	Responsibility of Proposer	2	4
2.13	Confidential Information	2	5
2.14	County Rights & Options	2	5
2.15	Cost of Submittal Preparation & Selection Process	2	7
2.16	Local Preference Policy	2	7
3.0	SUBMITTAL REQUIREMENTS	Section	Page
3.1	Submission Requirements	3	1
3.2	Overview of Proposal Requirements	3	1
3.3	Number of Copies	3	1
3.4	Qualifications Submittal Format & Content	3	2
	o Section 1 – Executive Summary	3	2
	o Section 2 – Qualifications & Experience	3	3
	o Section 3 – Financial Information	3	6
4.0	EVALUATION CRITERIA	Section	Page
4.1	Qualifications Evaluation – Selection Criteria	4	1
	o General	4	1
	o Weighted Evaluation Criteria	4	1
5.0	CONTRACT COMPLIANCE REQUIREMENTS	Section	Page
5.1	Non-Discrimination in Contracting & procurements	5	1
6.0	INSURANCE & RISK MANAGEMENT PROVISIONS	Section	Page
6.1	Insurance & Risk Management Provisions	6	1

7.0 GENERAL PROJECT SUMMARY		Section	Page
7.1	General Project Summary	7	1
7.2	General Summary of Work to be Performed	7	2
	• General Summary	7	2
	• Building Asset Information Table	7	2
7.3	System Components	7	3
	• Chiller Replacement	7	3
	• Liebert Replacement & Upgrades	7	4
	• Variable Frequency Drives (VFD's)	7	6
	• Water Conservation	7	7
7.4	Design and Performance Standards	7	8
8.0 ATTACHMENTS & FORMS		Section	Page
8.1	Certificate of Acceptance of Request for Qualifications Requirements	8	1
8.2	Exhibit C – Schedule of Intended Subcontractor Utilization	8	2

1.1 OVERVIEW

A. Fulton County (County), a political subdivision of the State of Georgia, invites interested Energy Service Companies, (ESCO's) or a team with an ESCO component to submit qualifications for the following project and contract. ESCO's or teams with an ESCO component deemed qualified through the Request for Qualification (RFQ) process will advance to a second step of Request for Proposals (RFP). After reviewing RFP technical and cost proposals, Fulton County expects to award one contract to the Proposer deemed fully qualified and best suited to successfully perform the work.

B. Through the issuance of this Request for Qualification ("RFQ" and/or "Proposals" and/or "submittals and/or qualifications"), the County is soliciting qualifications from firms for the following:

• Project:	Performance Contract for Fulton County Government Center & Judicial Center Mechanical Upgrades & Water Conservation
• Location:	Fulton County Government & Judicial Complex
• RFQ No:	05RFQGCJC-DB

C. Qualifications provided in response to this RFQ must comply with the submittal requirements set forth in Section 3 – Submission Requirements, including all forms and certifications. Submittals will be evaluated in accordance with the criteria and procedures described in Section 4 - Evaluation Criteria.

D. Minimum Qualification Expectations:

1. Respondent must address all submittal requirements as defined under Section 3.
2. Respondent must have experience assessing and working within operating facilities and possess the resources and capabilities to assess, finance, bond, insure and construct HVAC and plumbing building system projects with a construction value between \$4,000,000 and \$6,000,000.
3. Respondent must have the experience and capabilities in carrying out the Work contemplated, and its equipment and personnel available for the Work.
4. Accreditations/Certifications / Memberships: The Respondent shall be NAESCO accredited The Respondent shall have accreditations, certifications and memberships related to comprehensive energy efficiency projects involving multiple technologies including lighting,

motors and drives, HVAC systems, control systems and building infrastructure improvements.

5. Respondent must have the capability to provide and manage comprehensive warranty and maintenance agreements on all material and labor. Warranties shall commence upon Owner certification of completed work.
6. Respondent with a permanent office in unincorporated Fulton County must have a business license issued by Fulton County. This requirement also applies to any of the Respondent's proposed subcontractors or sub-consultants with a permanent office in unincorporated Fulton County. A Fulton County business license is not required of any Respondent or proposed subcontractor or sub-consultant who does not have a permanent office in unincorporated Fulton County. For more information, contact the Fulton County Tax Commissioner's Office, Alcohol & Business License Division, at (404) 730-7720.
7. The Respondent shall be licensed in the State of Georgia to conduct construction services, if required by state law, at the time the Respondent submits qualifications.
8. Any Respondent that is a foreign (out of state) corporation must file with the Georgia Secretary of State and obtain a Certificate of Authority in order to transact business in the State of Georgia. This requirement shall apply to the Respondent and any of its proposed subcontractors and sub-consultants, which are considered foreign corporations. For more information, contact the Georgia Secretary of State, Corporations Division, at (404) 656-2817.
9. Licensing: Respondents shall comply with all State and Local regulations for professional and trade licensing and certification in the performance of the Work. The Respondent must possess, or has a Sub-Contractor within the team possess a Georgia Utility License if exterior site utility work is required.

1.2 DESCRIPTION OF THE PROJECT

- A. Refer to Section 7 – General Project Summary for additional information.
- B. Security related to implementation of the work in confidential areas of the or during non-regular working hours in Government Center Complex and Judicial Center Complex shall be the responsibility of the Proposer.
- C. Management of the contract and project for Fulton County shall be through the Fulton County General Services Department (GSD).

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- D. Respondents shall be willing and able to arrange for the capital investment required to fund this project. The cost of Qualification generation shall be borne by the respondent at no obligation to the County. The project shall be financed and paid from savings. The proposed agreement shall not constitute a debt, liability, or obligation of the County, nor is it a pledge of the faith and credit of the County.

1.3 BACKGROUND

- A. The County as a partner in the U.S. Environmental Protection Agency's Energy Star Program (hereinafter referred to as "Energy Star"), has agreed to survey and upgrade mechanical and plumbing systems in County facilities to reduce energy consumption by 2005. The County, through GSD, has determined the need to implement conservation measures at selected County facilities to comply with the requirements of Energy Star. Based on building inspections by the GSD, there are opportunities for energy conservation at the Government Center Complex and Judicial Center Complex.
- B. Several energy savings projects were identified, as most of the equipment inspected has exceeded its life cycle and is not performing efficiently. In addition, it is important to note the cooling units serving the IT and 911 areas in the Government Center have exceeded their life expectancy. These units are the primary source for air conditioning in these areas and there are no backup cooling sources available for these areas in the event of equipment failure. It is anticipated this project will allow the County to achieve a significant improvement in energy costs as well as improved maintenance costs.

1.4 COUNTY OBJECTIVES

- A. The County's objective in issuing this RFQ is to upgrade Fulton County facilities through "Performance Contracting".
- B. This RFQ requests the services of an ESCO or firm with an ESCO component to develop, assess and implement a comprehensive facility improvement and energy conservation program for the County. The intent is to provide the County with the means to realize maximum utility savings and energy related improvements without the requirement of upfront capital funds. Timely implementation of this project is of the essence.
- C. The energy savings projects will:
- a. Replace inefficient equipment.
 - b. Replace old equipment reaching end of life cycle.
 - c. Improve workplace comfort.
 - d. Create energy (gas & electric) maintenance, water, and sewage savings.
 - e. Provide new capital equipment with no up front cost.

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- f. Significant efficiency improvement of the central plant.
 - g. Electricity savings through improved full and part-load efficiencies of the new units.
 - h. A more environmentally friendly refrigerant.
 - i. Reduced maintenance efforts (equipment fully warranted for five years).
 - j. Increased reliability.
- D. The ESCO shall provide the County a comprehensive energy services program including: (a) review of complete energy audits; (b) review of designs and subsequent installation of facility improvement and energy efficient equipment and systems; (c) monitoring of energy costs; (d) financing for the project; and (e) a written energy guarantee that total program costs, including required services, may be one hundred percent (100%) covered by program energy and operational savings.
- E. The recent increases in the cost of water prompted the need to find opportunities for the efficient use of water throughout the downtown properties. Surveys were conducted at the Government Center and Justice Center Complex to identify measures of reducing water usage.
- F. This project is anticipated to reduce water consumption, wastewater production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls. The use of these and other devices are detailed below and were selected, not only for their efficiency, but also to provide for durable, long-term use with minimal maintenance and improved hygiene.

1.5 OBTAINING A COPY OF THE RFQ

- A. This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".
- B. A copy of the RFQ can be obtained from the Fulton County Department of Purchasing. Forward requests for documents to:

Fulton County Purchasing Department
130 Peachtree Street, N.W., Suit 1168
Atlanta, GA 30303
Phone: (404) 730-5800
Fax (404) 893-1745
Reference RFQ No. 05RFQGCJC-DB

1.6 MANDATORY RFQ PRE-QUALIFICATION CONFERENCE

The County will hold a Mandatory Pre-Qualification Conference as follows. Attendance at the Pre-Submittal Conference is mandatory for purposes of responding to this RFQ; a tour of the facilities will be included. The purpose of

the conference is to provide information regarding the project and to address any questions and concerns regarding the services through this RFQ. Only qualification submittals from those firms attending the mandatory conference will be considered.

• Location:	Fulton County Government Center Assembly Hall (Pryor Street Level) 141 Pryor Street, SW Atlanta, GA 30303
• Date:	Monday, August 15, 2005
• Time	1:30 Pm

1.7 RFQ DUE DATE

All submittals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any submittals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The due date can be changed only by addendum.

• Location:	Fulton County Purchasing Department 130 Peachtree Street, N.W., Suit 1168 Atlanta, GA 30303
• Date:	Monday, September 12, 2005
• Time:	11:00 am Legally Prevailing Time

1.8 DELIVERY REQUIREMENTS

Any submittal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have the submittal delivered to the Fulton County Purchasing Department and received on or before the above stipulated due date and time. If a submittal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Department.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFQ should be submitted in writing to the Purchasing Department contact person:

Attention: Darlene A. Banks, Assistant Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, N.W., Suit 1168
Atlanta, GA 30303
Phone (404) 730-7879
Fax (404) 893-1745

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be formally and publicly advertised. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their submittal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

- A. In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:
- B. Addendum – Revision to the RFQ documents issued by the County prior to the receipt of submittals.
- C. County – Fulton County Government and its authorized representatives.
- D. Contact Person – Purchasing staff designated by the Fulton County Purchasing Department to receive any questions and suggestions.
- E. Owner – Fulton County Government; County.
- F. Performance Contracting - For the purpose of this document, “Performance Contract” or “Guaranteed Energy Savings Contract” is defined as follows: “Guaranteed energy savings contract means a contract for the evaluation, recommendation, or implementation of facility improvement and energy conservation measures, including the design and installation of equipment or the repair of or replacement of existing equipment, in which all payments, except obligations on termination of the contract before it’s expiration, are to be made over time, and in which energy, other savings or avoided costs are guaranteed to exceed the project costs.”
- G. Energy Service Company (ESCO) – for the purposes of this RFQ, an ESCO “Proposer” or “Respondent” or “Firm” is a company, or a team with an ESCO certified component, that assesses, develops, installs, and finances projects designed to improve the energy efficiency and maintenance costs for facilities over a given time period.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

- A. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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- B. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - C. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - D. Any violation of this prohibition to initiate or continue verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent declaring the submittal of the person, firm, or entity in violation is "non-responsive" and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

- A. Proposers may submit requests for clarifications or interpretations regarding this RFQ. Proposers must prepare such requests in writing for the County's consideration as set forth in the section of this RFQ. While the County has not placed a limitation on the number of requests to be submitted, Proposers are cautioned to request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests) or the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Wednesday, August 24, 2005** at 5:00 PM, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation and the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFQ.
- B. Requests for clarification or interpretation regarding this RFQ shall only be submitted in writing (letter, fax or email) to:

Fulton County Purchasing Department
Attention: **Darlene Banks**, Assistant Purchasing Agent
130 Peachtree Street, N.W., Suit 1168
Public Safety Building
Atlanta, GA 30303
Phone (404) 730-7879
Fax (404) 893-1745

Email: darlene.banks@co.fulton.ga.us

RE: 05RFQGCJC-DB - Performance Contract for Fulton County Government Center & Judicial Center Mechanical Upgrades & Water Conservation

- C. All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFQ to all persons registered with the County as receiving a copy of the RFQ.
- D. No oral interpretation, instruction, or information concerning this RFQ given by any employee or agent of the County shall be binding on the County. Proposers who submit qualifications relying on any such oral information risk having their response deemed non-responsive by the County. Only written responses issued by addendum to this RFQ should be considered by the Proposers.
- E. During the period provided for the preparation of submittals, the County may issue addenda to this RFQ. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFQ. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFQ. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the submission date. All responses to this RFQ shall be prepared with full consideration of the addenda issued prior to the submission date.

2.5 REQUIRED SUBMITTALS

Refer to Section 3 – Proposal Requirements for detailed submittal requirements.

2.6 QUALIFICATIONS EVALUATION

All submittals will be evaluated using the criteria specified in Section 4 - Evaluation Criteria.

2.7 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all submittals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive submittals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the submittals and whether the resulting agreements are in its best interest. Its

decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel and past performance records.

2.8 APPLICABLE LAWS

A. All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

B. Any formal protest made by an aggrieved Respondent concerning the RFQ solicitation or the evaluation of the qualification submittals must be submitted to:

Fulton County Purchasing Department
Attention: Jerome Noble, Director of Purchasing
130 Peachtree Street, N.W., Suit 1168
Atlanta, GA 30303

C. Any formal protest must be submitted within ten (10) days after such Respondent knows or should have known of the facts giving rise, thereto. The protest shall include a clear and detailed statement of the basis upon which it is filed. The failure of the Respondent to file any protest within the time limits prescribed herein shall be deemed a material prejudice to the interests of Fulton County and shall constitute an absolute waiver of the protest and the right to thereafter prosecute same.

2.9 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS - NOT USED

2.10 ACCURACY OF RFQ AND RELATED DOCUMENTS

A. The County assumes no responsibility that the specified technical and background information presented in this RFQ, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Submittal documents other than those given in writing as an addendum to this RFQ.

B. Should a recipient of this RFQ find discrepancies in or omissions from this RFQ and related documents, the recipient of this RFQ shall immediately notify the Purchasing Contact Person identified in Section 2.4B in writing at the following address: Fulton County Purchasing Department, 130 Peachtree

Street S.E., Suite 1168, Public Safety Bldg, Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFQ.

2.11 RESPONSIBILITY OF PROPOSER

- A. Each Proposer is encouraged to conduct all necessary investigations and review the complete RFQ and any addendum prior to the submittal of its qualifications.
- B. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFQ.

2.12 CONFIDENTIAL INFORMATION

- A. If any Submittal contains technical, financial, or other confidential information the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based.
- B. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFQ, each Proposer waives any challenge to the County's decisions in this regard. Marking all or substantially all of a Submittal as confidential may result in the Proposer being deemed non-responsive to this RFQ.
- C. Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.13 COUNTY RIGHTS AND OPTIONS

- A. This RFQ constitutes an invitation to submit qualifications to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:
 - 1. This RFQ does not obligate the County to select, procure or contract for any services whatsoever.
 - 2. The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting qualifications, agrees to be bound by any modifications made by the County.

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3. All costs incurred by a Proposer in connection with responding to this RFQ, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
 4. The County reserves the right to reject all submittals and components thereof to eliminate all Proposers responding to this RFQ from further consideration for this procurement, and to notify such Proposers of the County's determination.
 5. The County may cancel this RFQ without the substitution of another RFQ and terminate this procurement at any time without any liability whatsoever.
 6. The County reserves the right to waive any technicalities or irregularities in the submittals.
 7. The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.
 8. The County may request Proposers to send representatives to the County for interviews and presentations.
 9. To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting qualifications, which are found to be reasonably susceptible for award.
 10. The County reserves the right to discontinue negotiations with any selected Proposer.
 11. The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ.
 12. All submittals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the submittals without further cost to the County.
 13. The County may add to or delete from the Project Scope of Work set forth in this RFQ.
 14. Any and all submittals not received by the submission date shall be rejected and returned unopened.
 15. Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the

solicitation, collection, review, or evaluation of responses to this RFQ.

16. The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any submittal and to observe and investigate the operations of such facilities.

17. The County reserves the right to conduct investigations of the Proposers and their responses to this RFQ and to request additional evidence to support the information included in any such response.

B. By responding to this RFQ, Proposers acknowledge and consent to the rights and conditions set forth in this RFQ.

2.14 COST OF SUBMITTAL PREPARATION AND SELECTION PROCESS

A. Each submittal, including preparation of all information required to be included in a submittal pursuant to this RFQ, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the submittal.

B. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Submittal or other information required by this RFQ or procurement process or in connection with the selection process or any negotiations.

2.15 LOCAL PREFERENCE POLICY:

A. The County has a policy of local preference for vendors desiring to do business with the County. This policy is considered in the weighted evaluation scoring of Request for Proposals. Receiving local preference points is based upon a proposing firm having an office in the County.

B. Only those firms with an office in the County will receive ten (10) points in the RFP evaluation. Points will only be awarded for the Prime Respondent's location; points will not be awarded for sub-consultants or sub-contractors except under a joint venture arrangement.

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

- A. The required content of the submittal is further specified in this section of the RFQ.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

- A. Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFQ. Proposals should be clearly organized and structured in a manner allowing materials included in the document to be located easily.
- B. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFQ. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.
- C. Submittals will be evaluated according to percentage weights, totaling to 100 points, assigned to the following criteria, listed in order of relative importance.

3.3 NUMBER OF COPIES

Respondents shall submit one (1) original and five (5) numbered copies of qualifications. All submittals must include the Project Title and RFQ number clearly marked on the outside of the envelope or box. Submittals must include the following information in the format outlined below.

3.4 QUALIFICATIONS SUBMITTAL FORMAT AND CONTENT

Section 1 - Executive Summary

- A. **Cover Letter:** Provide a cover letter. The cover letter shall be prepared on the letterhead of the prime firm within the Respondent Team and signed by a representative who is empowered to enter into contract with the County on the Respondent's behalf. The cover letter is intended to introduce the Respondent.
(Pass/Fail for Responsiveness)

It should contain at least the following information:

- a. Designation of the business/venture that will contract with the County.
b. Identification of the firms that comprise the Respondent's team.

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- c. An unqualified statement confirming by signature that the Respondent possesses all the resources to implement a performance contract and meets the financial criteria under Financial Capability.
 - d. A statement that the Respondent team prime firm has provided a copy of this RFQ and related documentation issued by The County to each team member and that each team member is aware of the requirements of this RFQ process.
- B. Table of Contents:** Provide a table of contents. A table of contents shall be included at the front of each binder, conforming to the organization of information listed below, and all binder sections shall be tabbed with clearly labeled or numbered tabs directly correlating to the table of contents. Submittals shall be bound, and the cover shall clearly indicate the project, RFQ number, prime Respondents name, and submittal date.
(Pass/Fail for Responsiveness)
- C. Executive Summary:** The purpose of the Executive Summary is to provide an overview of the Respondent's qualifications to accomplish the project and demonstrate an understanding of the goals and objectives. At a minimum, the Executive Summary shall contain the following information:
(Pass/Fail for Responsiveness)
- 1. Name and corporate headquarter location of prime Respondent firm.
 - 2. Description of Respondent's team.
 - 3. Description of legal structure (corporation, LLC, joint venture, sub-contractor, sub-consultant, etc.).
 - 4. The Respondent team's ability to commit necessary resources to successfully complete the project.
 - 5. Indicate NAESCO accreditation status (ESP, ESCO, EEC) category for the Prime and any other member of the team.
 - 6. The general and specific capabilities and experience of the Respondent team that the Respondent believes will benefit The County.
- D. Attachments & Forms:** Refer to Section 8 – Attachments & Forms.
(Pass/Fail for Responsiveness)

Section 2 – Qualifications and Experience

This section of the Proposal must present information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, Limited Liability Company, joint venture or design or construction prime that will execute and deliver the D/B Project, including ownership and management structure. The use of the term Proposer refers to all members of the proposing entity. This does not include sub-contractors unless the proposed team is structured with either the design or construction firm as the prime and the other as a sub-contractor. In this case the qualifications for the design or construction sub-contractor are significant and should be included.

A. Corporate Profile, Firm Experience, References, Organization, and Experience of Proposed Team Personnel & Availability: Note: Do not submit information not directly related to this contract type.

(50 points max):

1. Corporate Profile & Recent Project Type Experience for Proposing Firm and Sub-Consultants and Sub-Contractors: *(Two pages max for each firm)*: Provide information exhibiting the corporate profile and services of each firm on Respondent's proposed team. Include the following:
(Five pages max. for each firm)

- a. General History: Include a brief history of the Proposer's business activities, including ownership, markets, organization, and background organized by individual company.
- b. Business Location: Include the location and address of corporate and regional offices of all members of the proposing team.
- c. Project Type Experience: Describe facility type projects where the Respondent and team members were contracted for projects in existing operating facility complexes.
- d. NAESCO accreditation status (ESP, ESCO, EEC): Identify the NAESCO accreditation category for the Prime Contractor and any other member of the Contractor's team.
- e. Recent Experience: Provide a summary of the six (6) most recent government and corporate facility projects similar to this project in which the Respondent's (submitting office location) and Sub-Contractors participated during the last five (5) years, including:
 - 1) Provide the name, type (building type) and location of project
 - 2) Provide the names, telephone numbers and email addresses of the owner(s)' point of contact

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- 3) State the year the project was completed
 - 4) Number of buildings and total square footage
 - 5) A photo of the interior and/or exterior of the facility (if available)
 - 6) Provide the total contract amount and the total project capital expenditure amount
 - 7) State the percentage of total contract dollar amount that was funded by guaranteed savings, and the contract term over which savings were guaranteed
 - 8) State the source of funds used for the project and your firm's role, if any, in securing those funds.
 - 9) Include name(s) of primary technical design personnel and indicate whether these personnel are assigned to UWG's project and named above
 - 10) List the retrofits and operational improvements related to energy, water and O&M cost savings. Identify which improvements were implemented/constructed by your own employees, and which improvements were implemented/constructed by sub-contractors
 - 11) State the actual annual energy, water and O&M savings (Therms, kWh, kW, Gallons). Also describe if savings were measured or stipulated.

2. Client References for Proposing Firm: *(One page max. per team member)*

Provide name, title, address, phone number of clients) minimum of four (4) clients other than Fulton County where similar performance contract services have been provided.

3. Project Team & Local Resources Organization: *(Six pages max.)*

- a. Organization Chart: Provide an organization chart for your team including Proposing Firm financing company and Sub-Contractors. Your team must include each discipline or sub-contractor required for the Work. Clearly indicate each discipline, the company name, address phone, principal-in-charge and project manager(s) assigned for each discipline. Provide a team directory and include the following information:
- b. Team member List: Provide a listing of all members or partners of the proposing entity. Indicate the following in the list:
 - 1) Company Names: Identify each firm on Respondent team
 - 2) Company Type: Indicate status of general or limited partner. If the Proposer or joint venture is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of

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- responding to this RFQ, the reasons for this action must be fully disclosed.
- 3) M/FBE Status: Identify if team members are minority, female or small business enterprises. If a firm is a minority, female or small business enterprise, indicate whether the firm is certified in Fulton County with the Fulton County Department of Contract Compliance.
 - 4) Parent Companies (if any): Identify parent company, if any, and executives, affiliates and subsidiaries that Respondent firms may directly or indirectly utilized to supply goods, materials, labor, services, financial guarantees, or other resources in connection with this RFQ.
 - 5) Ownership: Indicate ownership of each firm showing the names of individuals with direct and indirect interest in the firm or, in the case of a public company, those individuals or entities who beneficially own or control, directly or indirectly, at least ten (10) percent of the shares of voting stock.
- c. Business Structure Organizational Chart: Submit a second organizational chart of the business structure of the proposing team.
(One page max.)
- d. Assigned Staff - Resumes of Personnel Assigned to the Project:
(Two pages max. each)
- 1) Enclose brief resumes indicating staff responsibility, previous and current experience, educational and professional history, certifications and length of time employed by their current firm as a full time employee.
 - a) Contractor's Team Personnel Assigned.
 - 1) Full-Time Personnel: Indicate the number of full-time personnel employed by your firm and the number available to work on this project.
 - 2) Qualifications and Experience: Identify who will have the primary responsibility for each task and phase of the project including technical analysis, engineering design, construction management, construction, training and post-contract monitoring. For each of the individuals listed, indicate the following: name, title, intended role and responsibilities for the duration of the contract. Include information regarding educational background, specific qualifications related to role and responsibilities, certifications (registered professional engineer, architect, CEM, etc.) and issuing boards, past relevant experience, number of years of relevant experience, and supervisory responsibilities.

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- 3) Organizational Chart: Provide an organizational chart of the individuals listed.
 - 4) Areas of Expertise: List all areas of expertise related to potential energy and water improvements in facilities. Include specialized areas of expertise in areas that might be relevant to the project.
 - 5) Key Personnel: Specify the name and title of the principal personnel that will be assigned to this project and their specific project responsibilities. Indicate their qualifications, including degrees, special training, licenses, years of experience and special areas of expertise that will enable them to meet these responsibilities effectively. Include a one-page resume for each assigned person, and a statement committing that person to this project.
 - 6) Subcontracting: Describe the nature of work generally performed by subcontractors. Clearly delineate work performed by proposer's employees and versus subs.

2) Availability of Personnel & Other Commitments: (Two pages max.)

Provide information on the availability of all personnel proposed for this project. Include other commitments by all the team member firms, and estimated completion dates and current status by project.

3) Training Provisions: Describe your firm's capabilities in providing technical training for Owner's facility personnel in a Georgia-based training facility. Describe the qualifications of training instructors.

B. Quality Assurance/Quality Control:
(20 points max)

1. Assessments & Savings Projections:

- a. Indicate your firm's approach to assessments and projecting energy savings.
- b. Describe the methodology, formulas, and reporting of energy savings. Describe the processes and tools used to effectively project energy savings.
- c. Describe your track record with Energy star and LEED.

2. Contract & Project Management Approach: (Two pages max.)

- a. Describe the contract and project management approach and controls that will be implemented for the project, include the following:
 - 1) Guarantee

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- 2) Establishing the Baseline
 - 3) Measurement & Verification
 - 4) Training
- b. Describe other management procedures and controls related to working in existing operating facilities and complexes.
 - c. Sub-Contractors & Sub-Consultant Management: Describe how the Respondent team will coordinate, oversee and provide quality control for work performed by sub-contractors and sub-consultants required for the project.
3. Project Schedule & Cost Management & Control: *(Two pages max.)*
 - a. Schedule Management: Describe the schedule control you will provide in completing the services on schedule.
 - b. Cost Management: Describe the cost control you will provide to demonstrate cost control. Show special cost control milestones and events through each phase of the Work.
 4. Project Safety Management & Control: *(Two pages max.)*
 - a. Describe your safety management program and implementation plan for all team member levels.
 - b. Indicate the Respondent's team members performance with respect to accidents, injuries, lost-time-on-job, worker's compensation claims (overall number of claims and number of claims paid) and safety awards.

Section 3 – Proposer Financial Information

The Proposer Financial Information section shall include the following:
(30 points max)

- a. Financing Capability
 1. Bank/Financial Institution Firm Profile: *(Five pages max.)*
 - a. Cover letter from bank or financial institution on official letterhead indicating commitment to provide financing for the Respondent.
 - b. Information about the corporation
 - c. Whether privately or publicly owned
 - d. Overall financial capability
 - e. Audited financial statement from last three (3) years (2002, 2003 and 2004)

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- f. Identify three (3) projects minimum where financing for similar projects has been provided for performance contracting and a brief summary of the financial structure.
 2. Financial Structure Options: Suggested financial structure for this performance contract shall be borne by the respondent at no obligation to the County. The project shall be financed and paid from energy and water conservation savings.

Identify compensation structures used on other performance contracts.

3. Bank/Institutional Lender References: Provide references from at least two (2) bank or other institutional lenders for each of the Respondent's team members. Indicate number of times and amounts the lender has each of which has extended credit to the firm over the last three (3) years.

b. Proposing Firms Financial Capability: (Six pages max.)

1. Signed Statement: Provide a signed statement from bank or institutional lender on official letterhead committing to the financial capability and to financing the project to accommodate a total cost between an amount of \$4,000,000 to \$6,000,000.
2. Letter of Authorization: Provide a single letter of authorization to the Respondent team member banks or to a joint venture contractor's banks, authorizing The County Finance Department to ask for and receive written account history and activity information; provide a copy to each bank to facilitate communication. Such information shall be held strictly confidential by the County and will be used only for the purposes related to this RFQ.
3. Bankruptcy: Submit a certified statement indicating whether any Respondent team members during the past 10 years and the current year have ever filed for bankruptcy, sought protection of bankruptcy or insolvency laws, or had projects repossessed or foreclosed upon. Provide a brief summary and result for each instance.
4. Litigation & Claims: Submit a certified statement indicating whether any Respondent team members during the past 10 years and the current year have had a claim in excess of \$250,000 made against it, had a claim or injunctive relief filed against it, or itself filed for injunctive relief.
5. Proposing Firm's Financial References:
 - a. Provide name, title, address, phone number of four (4) financial references where similar financial services have been provided. (*One page max.*)

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- b. Latest Dun and Bradstreet Report.
 - c. Bonding & Insurance Capability:
 - 1. Bonding Commitment: Submit signed statement from bonding company stating capability and commitment to bond project and method of accommodating Payment & Performance Bond for the project such as General Contractor bonding the entire project or each contractor bonding their own work.
(Two pages max.)
 - a. Bonding Profile: Provide a statement indicating the Respondent's current bonding profile, including:
 - 1) current bonding capacity
 - 2) unencumbered bonding capacity.
(Three pages max.)
 - b. Bonding Capability: Provide information demonstrating the capability to bond projects between \$4,000,000 to \$6,000,000.
(Two page max.)
 - c. Paid Claims: Indicate whether Payment & Performance Bond claims have been paid in the past three (3) years and current year. Indicate the claim, name of company making claim and the resolution of the claim and a brief summary of the claim.
(Pages as required.)
 - d. Surety Companies Directory: For each company used by the Respondent (or joint venture, if applicable) identify the following:
(Two page max.)
 - 1) Company name, address, contact name, contact phone number
 - 2) The A.M. Best rating for the named surety
 - 2. Insurance Coverage Capability: (Four pages max.)
 - a. Evidence of Insurance: Submit evidence on insurance company letterhead indicating capability to insure for each firm showing Professional and General Liability coverage or commitment to insure for coverage as required under Section 7.
 - b. Owner Controlled Insurance Program (OCIP): It is the County's intent to consider use of the Fulton County Government OCIP for this project.
 - c. Indicate whether the Proposer has participated in any Owner Controlled Insurance Program (OCIP). If so, provide a summary of the project(s) enrolled in the OCIP.

**SECTION 4
EVALUATION CRITERIA**

4.1 QUALIFICATIONS EVALUATION – SELECTION CRITERIA

A. The following criteria will be used to evaluate the proposals submitted in response to this RFQ. Evaluation will include an analysis of proposals by a selection committee composed of three or five voting members from the following departments. Technical advisors from the Fulton County Finance Department will also participate in the evaluation process. The committee may request oral interviews and/or site visits.

- 1 member - Purchasing Department
- 1 or 2 members - General Services Department
- 1 or 2 members - Sheriffs Department

B. Weighted Evaluation Criteria

1 Experience, Organization and Experience of Proposed Team	
A. Corporate Profile & Experience	10
B. Client References for Proposing Firm	20
C. Project Team & Local Resources	20
D. TOTAL	50
2 Quality Assurance/Quality Control	
A. Contract & Project Management Approach	10
B. Schedule & Cost Management & Control	5
C. Safety Management & Control	5
D. TOTAL	20
3 Financial Responsibility	
A. Financing Capability	10
B. Proposing Firms Financial Capability	10
C. Bonding & Insurance Capability	10
D. TOTAL	30
4 TOTAL POINTS	100

C. The RFQ submittals will be evaluated on a “pass/fail” basis.

- a. Respondents scoring seventy-five (75) points or above are considered passing.
- b. Respondents scoring less than seventy-five (75) points are considered failing.

D. Only those Respondents that are deemed passing will be able to participate in the RFP process for the project.

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- E. Investigating Respondent references and other submittal content may continue after the Respondent has been invited to participate and, where findings are inconsistent with or absent from the representations made in the original submittal may be considered grounds for disqualification from the process at the sole discretion of the Fulton County Purchasing Department. Similarly, adverse material changes in Respondent's financial or other status from those at the time of submittal may also be considered grounds for disqualification at the sole discretion of the Fulton County Purchasing Department.
 - F. The Respondent will be required to establish to the satisfaction of the County, the reliability and responsibility of all persons or entities proposed to furnish and perform the Work described in the RFQ.
 - G. After receiving the qualifications, the Fulton County Purchasing Department will evaluate the responses, including the Respondent's references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Purchasing Department, Respondents may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.
 - H. The Purchasing Department will determine the Respondents responsive to the material terms and conditions of this RFQ and then determine the Respondents technically, financially and otherwise capable to perform the project satisfactorily and who meet all other requirements of the project. The Respondents deemed by the RFQ evaluation as qualified will be notified in writing by the Fulton County Purchasing Department.
 - I. Any submittal may be rejected if determined by the Fulton County Purchasing Department to be non-responsive. The County reserves the right to waive any irregularities or technicalities when determined in its sole discretion, to be minor in nature and in the best interest of the County. Furthermore, any submittal may be rejected if determined by the Fulton County Purchasing Department, in its sole description, the Respondent is not capable of executing the proposed project satisfactorily or fails to provide information relating to such determination.

SECTION 5
CONTRACT COMPLIANCE REQUIREMENTS

5.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): As a part of the qualifying process, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their Request for Qualifications (RFQ). The EBO Plan is designed to identify the utilization of vendors that make up the diverse business community regardless of racial, gender, religious or ethnic origin within Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this RFQ*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposers/qualifiers to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Each Vendor is also required to submit an Exhibit “C” along with the EBO Plan. Refer to Section 8 – Attachments & Forms.

SECTION 6
INSURANCE AND RISK MANAGEMENT PROVISIONS

6.1 INSURANCE AND RISK MANAGEMENT PROVISIONS

- A. For RFQ submittal requirements refer to Section 3 – Proposal Requirement.
- B. **General:** It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:
1. A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
 2. A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- C. **Duration:** Upon award of a contract, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.
- D. **Insurance Limits:** Accordingly the Respondent shall provide a certificate evidencing the following:
1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER’S LIABILITY	BY ACCIDENT	- EACH ACCIDENT	- \$500,000
INSURANCE	BY DISEASE	- POLICY LIMIT	- \$500,000
(Aggregate)	BY DISEASE	- EACH EMPLOYEE	- \$500,000
 2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	- \$1,000,000
(Other than Products/Completed Operations)	General Aggregate	- \$2,000,000
Products\Completed Operation	Aggregate Limit	- \$1,000,000
Personal and Advertising Injury	Limits	- \$1,000,000
Fire Damage	Limits	- \$100,000
 3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE Combined Single Limits**

(Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	- \$1,000,000
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 4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	- \$1,000,000
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 5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	- \$2,000,000
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- 6. **PROFESSIONAL LIABILITY** Each Occurrence - \$5,000,000
(Required if respondent providing quotation for professional services).
 - 7. **FIDELITY BOND** Each Occurrence - \$ 100,000
(Employee Dishonesty)

E. Expiration/Cancellation: Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

F. Policy Copies: If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

G. Certificates & Notices: Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

H. Limitation of Liability: It is understood that Insurance in no way Limits the Liability of the Contractor/Vendor.

I. Owner Controlled Insurance Program Option: Fulton County has implemented an Owner-Controlled Insurance Program (OCIP) that may incorporate this Project. Under the OCIP, the County shall furnish certain portions of the Workers' Compensation, General Liability, and Builder's Risk Insurance associated with the County's construction projects. The OCIP will not provide complete and comprehensive insurance coverage to the successful Bidder for this Project.

J. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

7.1 GENERAL PROJECT SUMMARY

- A. The objective of the County in issuing this RFQ is to upgrade the County facilities through “Performance Contracting”.
- B. The ESCO shall develop and implement a facility energy management and conservation program for the County. The intent is to provide the means of realizing maximum utility savings and energy related improvements without the requirement of upfront capital funds. Timely implementation of this project is of the essence.
- C. The ESCO shall provide the County energy-related services program including:
 - (a) review of completed energy audits;
 - (b) review of designs and subsequent installation of facility improvement and energy efficient equipment and systems;
 - (c) monitoring of energy costs;
 - (d) financing for the project; and
 - (e) a written energy guarantee that total program costs, including required services, may be one hundred percent (100%) covered by program energy and operational savings.
- D. The recent increases in water costs prompted the need to find opportunities for the efficient use of water throughout the downtown properties. Reviews were conducted at the same Government Center and Justice Center Complex to identify measures of reducing water usage.
- E. This project is anticipated to reduce water consumption, wastewater production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls. The use of these and other devices are detailed below and were selected not only for their efficiency, but also to provide for durable, long-term use with minimal maintenance and improved hygiene.
- F. Based on building inspections and assessments by the GSD, the facility requires significant building system and equipment modifications and replacements to eliminate the adverse building environmental condition and control problems. GSD has identified several maintenance issues requiring immediate action to stop further degradation of the building environmental systems and mitigate other environmental problems, such as mold growth. This can be achieved by replacing major building systems and equipment which have been exceeded beyond their capacity and useful life.
- G. Owner: Fulton County, Georgia, through the Board of Commissioners.

7.2 General Summary of the Work to be Performed:

A. The ESCO shall be responsible for:

- 1) Utility assessments including establishing the energy baseline from which savings will be measured computing the annual energy savings utilizing International Performance Measurement & Verification Protocol (IPMVP).
- 2) Mechanical upgrade surveys to determine necessary improvements for the County facilities as stipulated by County.
- 3) All financing and up-front costs associated with installation, maintenance, and repair of equipment.
- 4) Project management for all services to include project tracking, documentation, reports and project schedule and cost management.
- 5) Design, engineering and permitting.
- 6) Temporary facilities.
- 7) Cutting, coring, electrical and plumbing disconnect, temporary cap, ceiling removal and reassembly, wall and ceiling patching and painting, wiring, piping, insulation, rigging, etc.
- 8) Safety.
- 9) Security related to implementation of the work in confidential areas of the Government Center Complex and Judicial Center Complex.
- 10) Test & Balance.
- 11) As-built drawings and electronic files of drawings, operation and maintenance manuals and warranties.

B. Building Asset Information:

Asset #	Building Name	Address	Sq Ft
B613012	Government Center - Assembly Building	141 Pryor St	83,064
B613062	Government Center - Atrium Building	141 Pryor St	68,179
B613022	Government Center - Midrise Building	141 Pryor St	137,019
B613042	Government Center - Public Safety	130 Peachtree St	75,100
B613052	Government Center - Tower Building	141 Pryor St	263,577
B600012	Superior Court Building	136 Pryor St	274,628
B600032	State Court Building	160 Pryor St	142,396
B600052	Justice Center Tower	185 Central Ave	600,000
	Total (Gross Square Feet)		1,643,963

7.3 System Components

- A. Chiller Replacements: The existing centrifugal chillers located in the Government Center Central Plant are original to the Government Center building and have exceeded their useful life expectancy. The existing chillers will be replaced with new, high-efficiency variable speed drive chillers.
- 1) Chiller Scope of Work
 - a) Isolate existing chillers for removal. Reclaim all refrigerants as per EPA regulations and leave for Owner's future use.
 - b) Replace with three (3) new Carrier chillers units (or equivalent from York or Trane): One (1) 19XRV 400-ton and two (2) 19XRV 600-ton Chillers with Variable Frequency Drive (VFD). A complete refrigerant charge will be on site for emergency use.
 - c) Install all associated piping, valves, and strainers.
 - d) Assure equipment sizes are coordinated to fit within existing equipment rooms with minimum modifications to equipment rooms, if any.
 - e) Weld all chill water and condenser lines.
 - f) Install all high-voltage electrical wiring.
 - g) Install control wiring to existing control system as supplied by Owner.
 - h) Re-insulate all chilled water lines in mechanical room as needed.
 - i) Obtain all engineering, crane, permits, and insurance fees.
 - j) Complete factory start-up of the new system and training.
 - k) Full five-year parts and labor warranty.
 2. Controls: Include control and sensor modifications to the existing system to better maximize the economizer during winter usage. The existing Johnson Controls System will not change.
 3. Features of Chillers: Features of chillers will include the following:
 - a) Environmentally friendly HFC-134A that is non-toxic and has no scheduled phase out anywhere in the world.
 - b) The lowest published refrigerant leak rate of 0.1 % in the industry.
 - c) Compliance with stringent ASME construction requirements.
 - d) Standard re-seatable relief valves; other chiller manufacturers only provide rupture disks.
 - e) The ability to store the entire refrigerant charge inside the chiller during maintenance, thereby reducing service time.
 - f) The ability to maintain efficiency over the entire life of the machine.
- B. Liebert Replacement and Upgrades: The existing computer room units serving the IT and 911 areas in the Government Center have exceeded their useful life expectancy. These units will be replaced with new units that will operate at a higher efficiency because they will use chilled water from the main central plant for cooling.

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1. Liebert Scope of Work: Furnish and install the following scope of work. Areas to be included are as follows:
 - a) IT Computer Room
 - 1) Ensure all existing Lieberts have re-heat, smoke detectors, and floor water sensors.
 - 2) Run new emergency service to existing dry cooler units in Penthouse.
 - 3) Check, test, and start.
 - 4) 40 hours of professional training will be provided on all equipment inclusively.
 - b) IT - Liebert Dry Cooler and Pump Replacement and Relocation
 - 1) Install three (3) Liebert Model #D880 Dry Cooler units.
 - 2) Remove existing units from job site.
 - 3) Replace two (2) Glycol pumps with new Liebert Duplex 7.5 HP pump sections.
 - 4) Run new Glycol piping from existing header to serve new units. Include new valves.
 - 5) New units will be relocated outside of the Penthouse for better service ability.
 - 6) Add new curb rail supports to protect roof deck.
 - 7) Run high and low voltage electrical wiring. Complete with watertight disconnects.
 - 8) Install all pipe insulation with metal backing.
 - 9) Includes all crane and permit fees.
 - 10) Check, test, and start.
 - 11) One-year parts and labor warranty.
 - c) IT - 911 and Telecommunication Rooms
 - 1) Install three (3) Liebert model #DE-240G 20-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensors. Two (2) units will serve 911 computer room and one (1) unit will serve the 911 dispatch area.
 - 2) Install one (1) Liebert model #DE-116G-A 10-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensors. Serves 911 dispatch area.
 - 3) Install one (1) Liebert model #BU-046WG 3.5-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. Serves UPS.
 - 4) Install one (1) Liebert model #BU-071WG 5-ton chilled water air handling units with DX compressor section for 100% redundancy.

Complete with humidity control, re-heat, smoke detectors, and floor water sensor. Serves UPS.

- 5) Install one (1) Liebert model #VE-116G-A 9-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. Serves Telephone room.
- 6) Reconnect existing dry cooler piping and condensate piping.
- 7) Remove five (5) existing Liebert and two (2) Data Aire air conditioning units serving the space. Reclaim all refrigerants per EPA standards.
- 8) Run new chilled water piping from existing chilled water riser using Ridgid Pro Press system. Includes hot tap into chilled water riser.
- 9) Install all associated insulation.
- 10) Core concrete holes for chilled water riser access.
- 11) Reconnect high-voltage electrical to new units and run new emergency service to existing dry cooler units in penthouse.
- 12) Check, test, and start.
- 13) One-year parts and labor warranty
- 14) Five-year compressor warranty.

d) 911 - Liebert Dry Cooler and Pump Replacement

- 1) Replace seven (7) existing Liebert Dry Cooler units in Penthouse.
- 2) Remove existing units from job site.
- 3) Replace seven (7) Liebert Glycol pumps with new Liebert Duplex 7.5 HP pump sections.
- 4) Run new Glycol piping from existing header to serve new units. Includes new valves.
- 5) Add new curb rail supports to protect roof deck.
- 6) Run high and low voltage electrical wiring. Complete with watertight disconnects.
- 7) Install all pipe insulation with metal backing.
- 8) Facilitate all crane fees, rigging, and permit fees.
- 9) Check, test, and start.

C. Variable Frequency Drives (VFDs):

1. The existing air-handling units in the Government Center and the Justice Center are variable air volume units, but they use inlet vanes to control the volume of air. These air-handling units will be retrofitted with variable speed drives for the fan motors. The drives will be installed in the County Government Center, Fulton County Judicial Center Tower, and Fulton County Court House Building. The project consists of air handling unit motors benefiting from VFDs summarized in Paragraph 3.
2. Variable Frequency Drive Project Scope of Work
 - a) Install Yaskawa Variable Frequency Drives with by-pass function.

- b) Provide labor to install drives, to include removing of the existing drives across the line starters and setting the inlet guide vanes into a locked position for Central Station Air Handlers.
- c) Install input circuit breakers, pressure transducers, and all required electrical components.
- d) Perform electrical work as required.
- e) Perform necessary control work for proper drive operation.
- f) Start-up, check out, and commissioning.
- g) One-year parts and labor warranty.

3. Variable Frequency Drive Summary: The following table describes the variable frequency drive summary for Fulton County:

HP	GOV'T CENTER	J. C. TOWER	FC COURTHOUSE	TOTAL
7.5	2	0	0	2
10	2	2	0	4
15	5	14	16	35
20	3	16	5	24
25	9	2	0	11
30	1	0	0	1
40	1	0	0	1
TOTALS	23	34	21	78

4. Variable Frequency Drive Controls: Control work to communicate into the existing Johnson Controls system will be included in the work.

D. Water Conservation:

- 1. The recent increases in the cost of water prompted the need to find opportunities for the efficient use of water throughout the downtown properties. This project is designed to reduce water consumption, wastewater production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls. The use of these and other devices are detailed below and were selected not only for their efficiency, but also to provide for durable, long-term use with minimal maintenance and improved hygiene.
- 2. Water Conservation Project Scope of Work: The following is a brief description of each of the equipment upgrades/retrofits:
 - a) Warranty: One-year parts and labor warranty.

-
- b) Staff and Public Restroom Faucets: Installation of 0.5 GPM aerator flow restrictors on faucets currently equipped with 2.0 to 3.0 GPM aerators and aerator flow restrictors. These aerator flow restrictors will be tamper proof so that users cannot remove them. Special keys, used to remove the aerator flow restrictors for any necessary maintenance, will be supplied to the maintenance group.
 - c) General Purpose Sinks: Installation of 1.5 GPM aerator flow restrictors on faucets currently equipped with 2.0 to 3.0 GPM aerator flow restrictors. These aerator flow restrictors will be tamper proof so that users cannot remove them. Special keys, used to remove the aerator flow restrictors for any necessary maintenance, will be supplied to the maintenance group.
 - d) Water Closet: Installation of 1.6 gallons per flush (GPF) water closet and flush valve in place of existing equipment that currently consumes 3.5 to 5.0 GPF. These new fixtures with Sloan flush valves are an excellent design, and are engineered to ensure that they provide flushing performance that meets or exceeds ASME and ANSI performance standards for low-consumption toilets. These toilets are designed with large glazed trapways and a state-of-the-art siphon jet system to break up and keep the waste moving without blockage.
 - e) Urinal: Installation of 0.75 GPF (average) flush valve. Urinals that receive this retrofit are currently consuming 1.5 GPF or more. The new flush valves will cut the current consumption in half and still provide ample water for flushing the fixture.
 - f) Showers: Installation of high performance, low flow showerheads. The existing 5.0 GPM showerheads will be replaced with 2.5 and 1.5 GPM heads depending on use.
 - g) Food Service Sinks: Installation of *Pedal Valve*[™] controls on Sinks. The food service sinks will be retrofitted with hands free foot pedals. These pedals will eliminate existing faucet leaks as well as help prevent the user from walking away from the sink and leaving the water running. Customers prefer the *Pedal Valve*[™] controls since they eliminate the need to touch the faucet controls so as to eliminate hand contamination at the faucets. Some of the food service sink *Pedal Valve*[™] controls will be equipped with a locking mechanism for those applications where an unattended constant flow is necessary.

- h) Food Service Hand Wash Sinks: Installation of *Pedal Valve*[™] controls and 1.5 GPM flow restrictors on Sinks. The sinks will be retrofitted with hands free foot pedals. These pedals will eliminate existing faucet leaks as well as help prevent the user from walking away from the sink and leaving the water running. Customers prefer the *Pedal Valve*[™] controls since they eliminate the need to touch the faucet controls so as to eliminate hand contamination at the faucets.
- i) Water Conservation Fixture Types and Totals: The following table describes the water conservation fixture types and totals:

Type	Total
0.5 GPM Faucet Aerators	552
New 1.6 GPF Water Closets and Flush Valves	537
New 0.75 GPF Flush Valves	111
1.5 GPM Faucet Aerators	91
New Low Flow Shower Heads	2
Sinks Pedal Valves	13

- 3) Evaporative Credit Program: Provide method, devices and monitoring to calculate and report percentages of water lost due to evaporation.

7.4 Design and Performance Standards

- A. Equipment and systems specified and the design will be required to meet the Standard Building Code, the Georgia Energy Code and all other applicable codes, and conform to the appropriate insurance standards, as well as State and Federal standards, such as OSHA, the National Ambient Air Quality Standards, Americans with Disabilities Act (ADA), and American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standards 15, 62, 90.1 and 100, latest editions, and the standards listed below.

- | | |
|----------|---|
| 1. ABMA | American Boiler Manufacturers Association |
| 2. ACI | American Concrete Institute |
| 3. AISC | American Institute of Steel Construction |
| 4. ANSI | American National Standards Institute |
| 5. ASME | American Society of Mechanical Engineers |
| 6. ASTM | American Society of Testing and Materials |
| 7. AWS | American Welding Society |
| 8. IEEE | Institute of Electrical and Electronics Engineers |
| 9. HEI | Heat Exchange Institute |
| 10. NEC | National Electric Code |
| 11. NEMA | National Electrical Manufacturers Association |
| 12. NPFA | National Fire Protection Association |
| 13. OSHA | Occupational Safety and Health Administration |
| 14. SSPC | Steel Structure Painting Council |
| 15. UL | Underwriters' Laboratories |

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- 16. ASME B31.1 Power Piping Code
 - 17. ASME Boiler and Pressure Vessel Codes

B. Current use standards (temperature setpoints, light levels, square feet per person, etc.) shall be maintained unless changed by specific contract reference.

END

**SECTION 8
ATTACHMENTS & FORMS**

Submit this form with your qualifications submittal

8.1 CERTIFICATE OF ACCEPTANCE OF REQUEST FOR QUALIFICATIONS REQUIREMENTS

This is to certify that on this day, Proposer acknowledges that he/she has read this RFQ document,

pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices #

to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the proposing company to submit qualifications herein and to legally obligate the Proposer thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(CORPORATE SEAL)

Submit this form with your qualifications submittal

8.2 EXHIBIT C - SCHEDULE OF INTENDED` SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____