



## COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400 /FAX (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

## IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

**BIDS MUST BE RECEIVED BEFORE 12:00 (NOON)  
ON BID OPENING DAY**

**Any bid received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012**

**PLEASE CHECK bid specifications and advertisement for document requirements.**

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
  - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A**
  - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND - (Not Applicable)**

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR PROPOSAL  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: DECEMBER 30, 2010**

Sealed proposals from qualified contractors will be receive before 12:00 NOON, December 30, 2010, in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor. Materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 11 -5553  
REQUEST FOR PROPOSAL  
ENERGY RETROFIT CONTRACTING SERVICES  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**PRE-BID/PROPOSAL MEETING: DECEMBER 13, 2010 @ 10:00 a.m.**  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

**No bids will be accepted after the 12:00 noon deadline.**

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

**The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.**

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

Advertise: DECEMBER 3, 10, 17, 24, 2010



**BID SUBMITTAL FORM**

SUBMIT BID/PROPOSAL TO:  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

**BID/PROJECT NUMBER: 11-5553**  
**REQUEST FOR PROPOSAL**  
**ENERGY RETROFIT CONTRACTING SERVICES**  
**COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**DELIVERY DEADLINE: DECEMBER 30, 2010 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: DECEMBER 30, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Company address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

**NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

\_\_\_\_\_  
(PLEASE PRINT/TYPE) NAME TITLE

**SIGNATURE OF OFFICER ABOVE:** \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **11-5553**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

**NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

Advertise Dates: DECEMBER 3, 10, 17,24, 2010

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

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**SEALED BID # 11-5553 DATE:** December 30, 2010

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:** Request for Proposal  
Energy Retrofit Contracting Services

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 11-5553  
REQUEST FOR PROPOSAL  
ENERGY RETROFIT CONTRACTING SERVICES**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_ Company

\_\_\_\_\_ Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



*Cobb County...Expect the Best!*

## **REQUEST FOR PROPOSAL**

**SEALED BID # 11 – 5553  
ENERGY RETROFIT CONTRACTING SERVICES  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT  
BID OPENING DATE: DECEMBER 30, 2010**

**PRE-PROPOSAL CONFERENCE: DECEMBER 13, 2010 @ 10:00 AM. (E.S.T.)  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008**

**BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008  
BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

**BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 7 COPIES OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 91484**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**

**REQUEST FOR PROPOSALS**  
**Energy Retrofit Contracting Services**  
**Cobb County Property Management Department**  
**Sealed Bid #11-5553**

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**Cobb County General Instructions for Proposers, Terms and Conditions**

**Exhibits**

<b>Exhibit A, A-1, A-2:</b>	Georgia Immigration Compliance Certifications
<b>Exhibit B:</b>	Disadvantaged Business Enterprise (DBE) Identification Form
<b>Exhibit C:</b>	Disadvantaged Business Enterprise Participation Report
<b>Exhibit D:</b>	Conflict of Interest Statement
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**Attachments**

<b>Attachment A:</b>	Contractor Response and Bid Form
<b>Attachment B:</b>	Phase One Facilities List
<b>Attachment C:</b>	Special Terms and Conditions for ARRA and EECBG Projects
<b>Attachment D:</b>	Owner's Waste Management Plan
<b>Attachment E:</b>	Sample Energy Retrofit Contract

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# SPECIFICATIONS

## 1.0 Overview and Background

The Cobb County Board of Commissioners (County) seeks proposals from Energy Services Companies (Contractor or ESCO) to conduct technical energy audits of facilities and implement an energy retrofit projects. The Contractor will identify and implement projects to reduce energy and related costs in facilities and shall guarantee project savings for a period to be identified during project development in conformity to the standards of this RFP.

The primary focus of work anticipated under this RFP, including all work to be performed in Phase One of the project, is for lighting system retrofits, to include primarily retrofits or replacement of fixtures, exit signs and switching in the facilities identified in this RFP. The County may choose to pursue additional projects, including non-lighting projects, in subsequent phases depending on cost and other considerations. Decisions on subsequent phases will be made following acceptance of firm project proposals negotiated following required technical audits on Phase One projects.

All work awarded through this RFP will be provide funded using a federal Energy Efficiency and Conservation Block Grant (EECBG). The County anticipates award of a contract for work not to exceed \$1.3 million, to include the cost of all phases of work.

The EECBG is a federal grant funded through the American Reinvestment and Recovery Act of 2009 (ARRA). In addition to the general terms and conditions for Cobb County in this RFP, all rules and conditions for EECBG and ARRA funded projects shall be applicable to all work resulting from this RFP. The Special Terms and Conditions for ARRA and EECBG funded projects is included as Attachment C.

The County anticipates the following contracting and performance phases:

- **Initial Opportunity Assessment:** Contractor will meet with County personnel to review results of prior energy audits, prior upgrades, and local knowledge with the results being to develop a list of potential projects for further evaluation. This phase may include limited site visits to familiarize Contractor staff with facilities. Projects identified in this RFP as Phase 1 projects will be included. *Contractor shall not be entitled to any payment for performance of these initial opportunity assessments.*
- **Project Development: Technical Energy Audit/Project Proposal:** An investment grade audit will be performed to validate opportunities identified in the Opportunity Assessment phase. Such audits will evaluate and quantify cost-saving measures and define the proposed project scope, cost, savings, and cash-flow to conform with project requirements. A fixed price project proposal will be presented for construction, implementation and post-construction services for projects meeting the County's project standards. Such proposals shall include results from the technical audit sufficient for the County to make go/no go project decisions.
- **Construction/Implementation Phase:** Fixed cost Work Orders will be negotiated following presentation of audit results. These establish the project scope and costs, and provide for construction and follow-up services to be provided during the post construction phase.

## SPECIFICATIONS

- Post-Construction Guarantee/Monitoring Phase: As part of the development of the Work Orders, the Contractor must offer post construction services to ensure savings are met. These may include a savings guarantee, staff training, follow-up monitoring, and contract maintenance services.

Note: A single contract covering all project phases identified above will be offered to one or more Contractors selected by the County. The Sample Energy Retrofit Contract is included with this RFP as Attachment E.

## **2.0 Proposal Submittal and Selection Process**

### **2.1 SUBMITTAL FORMAT**

Note to Responders: In addition to the terms and conditions for submitting proposals in Section 2.0, proposers shall review and ensure compliance with terms and conditions for submitting proposals in the COBB COUNTY GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS following Section 5.0 of these Specifications.

Each firm is to prepare its proposal according to the Instructions to Bidders in the RFP and in following the RFP format, i.e., by section and paragraph of this RFP. In addition to all requirements of the RFP (certifications, bid form, etc.), Contractors shall prepare proposals to respond to the items in the **ESCO Response to Request for Proposals (Attachment A)**. Follow the same sequence and state each number and question prior to your response.

Cobb County reserves the right to reject any proposal not submitted within the required time frame; reject any incomplete proposal submitted; contact client references; require further information; and/or require interviews/presentations from any responding firm. All costs related to the preparation, submittal, and/or presentation of a proposal are the responsibility of the Contractor and will not be assumed in full or in part by Cobb County.

Proposals must be submitted before **12:00 noon (local time) on December 30, 2010**. **Proposals must be received in a sealed envelope or container. Place the Project name, BID number, and opening date on the submitting envelope or container.**

Any proposal received after this time will be rejected and will not be opened. Proposals, timely received, will be opened at 2:00 PM (local time) on December 30, 2010 at the offices of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008.

**Proposers shall submit an original and seven (7) copies of their response to this RFP to:**

**Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008**

## SPECIFICATIONS

**Written inquiries regarding this RFP must be submitted no later than 5:00 PM, Monday, December 20, 2010, and shall be addressed to:**

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**Written responses to all written inquiries received by the deadline for inquiries will be issued in the form of an addendum.**

**A pre-proposal Conference will be held on Monday, December 13, 2010, at 10:00 am** at the Cobb County Purchasing Department located at 1772 County Services Parkway Marietta, Georgia 30008. All firms intending to respond to this Request for Proposals are strongly urged to attend.

The successful Contractor will be required to furnish a satisfactory performance bonds and labor and materials payment bonds, on forms provided by Owner, in the amount of each Work Order as Work Orders are issued, including an initial Work Order for the Technical Audits.

No Contractor may withdraw its proposal and must honor its proposal for 60 days after the actual date of the opening.

### **2.2 SELECTION PROCESS**

A Cobb County Selection Committee will determine the firm whose proposal is believed to be most advantageous to the County to provide the required services. The County Selection Committee members will each review the responses to the RFP and provide a score for each based on the Selection Criteria contained in Section 2.3. The Selection Committee will convene and summarize the points earned by each Contractor, then establish a list of Contractors found by the selection committee to have submitted proposals reasonably susceptible of being selected for award. During the competitive sealed proposal process, proposals received will be opened in a manner so as to avoid disclosure of contents to competing Contractors and during any process of discussion, the County will not disclose the contents of proposals.

The Cobb County Board of Commissioners reserves the right to reject all proposals, to waive technicalities and informalities, to reject portions of the proposals, and to award contracts in a manner consistent with the interest of Cobb County and the laws of the State of Georgia.

- 2.2.1** Interviews. Following the opening of Proposals on December 30, 2010, the Selection Committee may choose to interview one or more of the top ranked firms before making a final ranking. If elected, such interviews will be conducted immediately following review of written proposals. **Contractors**

## SPECIFICATIONS

should be prepared to present their team for interviews the week of January 4<sup>th</sup> – 7<sup>th</sup>, 2011.

If selected for interview, Contractor representatives at the interview should include individuals who will be *key* points of contact and have *major* responsibility for contract negotiation, engineering and design, construction management and follow-up monitoring. Scores from the written proposal will be modified based on clarifications and the top-ranking Contractor(s) will be considered for award.

- 2.2.2** Final Selection. The review committee will recommend one or more Contractor(s) for contract award to the Cobb County Board of Commissioners. The Board of Commissioners will have the final approval regarding any and all awards.

### 2.3 SELECTION CRITERIA AND PROPOSAL EVALUATION

The Competitive Sealed Proposals will be evaluated based on the information presented in the proposal package, and on an analysis of other publicly available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the responsibility, qualifications, and financial ability of any Contractor.

The selection may be based solely on the evaluation of the information presented in the proposal package. If the County so elects, selected firms may be invited to make a presentations to the selection committee. Firms submitting proposals **should not** assume that the County will elect to pursue any discussion or interviews of the proposals.

The selection committee designated by Cobb County will evaluate the proposals. The ranking of the proposals will be based on the evaluation criteria weighted as follows:

<b><u>Technical/Qualifications Criteria</u></b>	<b><u>100 Points</u></b>
Specialized Experience: Experience directly related to project	<u>30 points</u>
Approach to Work: Clarity and logic of approach; understanding of project issues; identification of unique factors; schedule	<u>30 points</u>
Project Team Makeup: The total Commitment / Availability / Depth of key team members; qualifications / experience of key staff (Contractor, Engineer, Subcontractors, and Subconsultants)	<u>25 points</u>
Quality and Performance: Response of references; quality and satisfactory performance of prior work	<u>15 points</u>

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### Financial/Responsiveness/Cost Criteria

**50 Points**

Cost for performing Technical Audits

Cost of markups and fees

Completeness and pricing of sample project proposal

Completeness of proposal form, bonding ability, and assessment of financial information

It is anticipated that a contract for the described work will be entered into with the Contractor that, in the opinion of Cobb County, offers the most favorable combination of qualifications, approach, and pricing.

### **3.0 Scope of Work**

#### **3.1 ENERGY RETROFIT CONTRACTING PROJECT PHASES**

The County anticipates award of a comprehensive **Energy Services Contract (Attachment E)** to be executed following Notice of Award to the approved Contractor(s). The contract will provide for the immediate execution of Initial Opportunity Assessments and Technical Energy Audits and development of Project Proposals in accordance to the terms and conditions of this RFP and the Energy Services Contract. It will further provide for issuance of Work Orders for execution of proposed projects accepted by the County.

The Energy Services Contract will include a total “Guaranteed Maximum Price” (GMP). The Contractor will be responsible for proposing work, the sum of which, including the cost of all Technical Audits, Construction, and post construction services must not exceed the GMP. The County currently anticipates the Guaranteed Maximum Price to be approximately \$1.3 million, with the exact funding to be established at the time of contract award. However, the County does not guarantee any specific contract amount prior to contract award.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole determination of its best interest.

Following successful completion and acceptance of the Technical Energy Audit and Project Proposal Work Orders, Work Orders will be issued to implement the projects, as given in **Attachment E: Sample Energy Retrofit Contract** (also see **Attachment A: Special Contract Terms and Conditions**).

## SPECIFICATIONS

### 3.2 CONTRACTOR SERVICES

Contractor must have the demonstrated capability in a broad range of services typical of energy retrofit contracting and savings guarantees. Services may include but are not limited to the following:

#### Technical Energy Audit and Project Proposal Phase

- technical energy audit to evaluate costs and savings of a variety of energy saving measures
- project proposal including financial analysis
- monitoring and verification plan development

#### Construction/Implementation/Commissioning and Financing Phase

- engineering design
- competitive equipment procurement and purchasing
- construction management
- hazardous waste disposal or recycling
- commissioning

#### Guarantee/Monitoring Phase

- continuing operations and maintenance for all improvements
- staff training on routine maintenance and operation of systems
- training of occupants
- guarantee of performance and cost savings for the entire term of the contract
- monitoring and verification for measurement and reporting of the performance and savings
- provide for independent review of monitoring & verification (guaranteed savings pay for independent Contractor)
- analysis and application for Energy Star Label and/or LEED-EB (Leadership in Energy and Environmental Design for Existing Buildings, by the US Green Building Council)
- monitoring and reporting of emissions reductions
- maintaining long-term, high-efficiency performance of equipment

Contractor must have primary technical capability to address lighting retrofits, including indoor and outdoor lighting systems, lighting controls, and day lighting strategies.

However, because other measures may be considered in additional project phases, the County will consider in its evaluation Contractor experience and capabilities to deliver retrofit projects covering additional building systems and professional services, including:

- Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Building envelope systems. Windows, insulation, weatherization, etc. (It is recognized that window replacements are rarely cost-effective, but could be considered as part of a comprehensive plan.)
- Specialty Systems: laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- Retro-Commissioning: Mechanical systems and controls

## SPECIFICATIONS

- LEED-EB: LEED-EB strategies to improve operations and maintenance practices

### 3.3 BUILDINGS, FACILITIES AND APPROACH

The County will specify facilities to be included in this project. Specific facilities to be included in Phase 1 of the project were previously identified by County and are listed in **Attachment B: Phase One Facilities List**. Additional County facilities may be added to the scope of work in a contract work order.

Work Orders shall be issued to conduct work in phases in performance of the terms and objectives of the RFP and the retrofit contract

County reserves the right to amend the scope of work, to conduct the work in phases or to segment work in facilities based on technological improvements.

## 4.0 Special Contract Terms and Conditions

**Contract Documents.** The Energy Retrofit Contract (**Attachment E**) will be used.

**Payment for Audit.** As provided in the Energy Retrofit Contract (**Attachment E**):

**Contract Term.** The contract term is to be determined based on the cost-weighted average lifetime of the equipment installed, or as negotiated between the County and Contractor. The *ASHRAE Book of Standards* or other acknowledged standard will be used in determining the cost-weighted average useful life of the equipment.

**Annual Appropriations.** Annual payment is subject to annual appropriations. See paragraph XXIX of the General Instructions section.

**Annual Guaranteed Cost Savings.** An annual contractual guarantee will be required. The guarantee must provide for the sum of identified cost savings to equal or exceed the amount of the forecast of annual savings, where annual savings includes monitoring and verification fee plus required maintenance, each and every year while the guarantee is in effect. See Monitoring and Verification below regarding lighting M&V and guarantee requirements.

### Cost categories to support annual savings forecasts.:

The following cost categories will be considered in the audit:

- Annual energy cost savings

During negotiations, County may consider savings to include the following:

- Material/commodity savings, only in years when savings are achieved, including avoided costs such as lamp and ballast replacements, scheduled replacement of parts, etc.
- Maintenance and operation cost savings: Savings will be limited to those that can be thoroughly documented and approved.
- All savings must only be attributed to the cash flow in years when savings will actually occur.

## SPECIFICATIONS

**Inflation and Escalation Rates.** Any inflation rates will be pre-approved by County.

**Energy Escalation Rates.** Where annual savings forecasts are based on the anticipation of annually escalating energy cost savings, a calculator will be used to determine the maximum value as developed by the US Department of Energy for energy saving performance contracts in its Federal Energy Management Program. The tool is on-line at:  
<http://www.eere.energy.gov/femp/techassist/softwaretools/softwaretools.html> (EERC).

**Annual Savings Exceed Guarantees.** Annual savings shall exceed guarantees each and every year while the performance guarantee is in effect. This means that excess savings in other years and interim savings during the construction period will not be allocated to meet shortfalls in any year. Savings guarantees shall account for all Contractor fees, maintenance services, monitoring services, and other.

**Interim Savings during Construction Period.** Savings accrued during the construction period will not be allocated to the annual savings of any year. See “Annual Savings Exceed Annual Costs” above.

**Excess Savings (beyond the guaranteed amount).** All savings will be retained by County and will not be allocated to shortfalls in savings in other years. See “Annual Savings Exceed Annual Costs” above.

**Use of Stated Cost Markups.** The individual cost markups disclosed in the proposal will be used in both Technical Energy Audits and the Energy Retrofit Projects, provided the size and scope of the project remain similar. Cost markups presented in the proposal can be negotiated downward.

**Open Book Pricing.** Open book pricing will be required, such that the Contractor will fully disclose all costs, including all costs of subcontractors and vendors. Contractor will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. Contractor will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Stated cost markups will be clearly applied.

**Equipment Compatibility or Standardization.** All equipment installed that is comparable to similar equipment at the facilities, shall offer compatibility with existing systems, and/or be of the same manufacturer for standardization of equipment County-wide, unless excepted by County.

**Monitoring and Verification Plan.** A monitoring and verification plan will be developed per guidelines in the energy retrofit contract. For lighting projects, the M&V Plan shall be a Stipulated Savings negotiated between the Contractor and County, documented with sample measurements taken during the Technical Audit and following installation of new equipment.

**Independent Review of Monitoring & Verification.** The County may require project proposals and work orders to include in the guaranteed savings funding for the County to contract with an independent monitoring & verification specialist to provide an independent review of the Contractor’s monitoring & verification plans and reporting.

## **SPECIFICATIONS**

**Conformance with Special Terms and Conditions for ARRA and EECBG funded projects.** All work performed for this project is utilizing funds provided through an Energy Efficiency and Conservation Block Grant (EECBG) under the American Reinvestment and Recovery Act of 2009 (ARRA). Accordingly, all terms and conditions of the EECBG and ARRA will apply. The County has summarized key features of regarding compliance in Attachment C: Special Terms and Conditions for ARRA and EECBG Funded Projects.

By submitting a response to the RFP, Contractors acknowledge that, in addition to all other remedies available to the Owner in the RFP and Contract documents, Contractor failure to comply with all terms and conditions in the ARRA and EECBG may constitute justification for withholding payment for services and materials up to and including the full value of any project funds withheld by the government of the United States.

### ***5.0 Proposed Project Schedule***

The following schedule is the proposed schedule, and may change during the project. In particular, the County will

<b><u>ACTIVITY</u></b>	<b><u>DATE</u></b>
<b>RFP Due to Purchasing Department</b>	<b>December 30, 2010</b>
<b>Proposer Interviews</b>	<b>Week of January 3, 2011</b>
<b>Contractor Selection and Award</b>	<b>By January 31, 2011</b>
<b>Contracting</b>	<b>3 Weeks from Award</b>
<b>Technical Energy Audit: Phase 1</b>	<b>4 Weeks from Notice to Proceed</b>
<b>Phase 1 Audit, Final Report and Presentation</b>	<b>1 Week from TA Draft Report</b>
<b>Award of Work Orders for Project Implementation</b>	<b>1 week from acceptance of Final Audits</b>
<b>Construction and Post-construction Services</b>	<b>Schedules to be Negotiated by Work Order</b>
<ul style="list-style-type: none"><li>• <b>Installation</b></li><li>• <b>Staff Training</b></li><li>• <b>Substantial and Final Completion</b></li><li>• <b>Commissioning</b></li><li>• <b>Monitoring</b></li><li>• <b>Other</b></li></ul>	

***Phase 2: Upon submission of the final reports from Phase 1 audits and issuance of work orders for accepted projects, the County anticipates releasing additional facilities for audits under Phase 2 based on unobligated Contract funding remaining.***

## **COBB COUNTY GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

### **I. PREPARATION OF PROPOSALS**

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site ([www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

### **II. DELIVERY**

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

### **III. EXPLANATION TO PROPOSERS**

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received by **5:00 pm on December 20, 2010** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

THE WRITTEN PROPOSAL DOCUMENTS SUPERSEDE ANY VERBAL OR WRITTEN COMMUNICATION BETWEEN PARTIES. ADDENDA ARE POSTED ON THE PURCHASING WEB SITE: [WWW.PURCHASING.COBBCOUNTYGA.GOV](http://WWW.PURCHASING.COBBCOUNTYGA.GOV). RECEIPT OF ADDENDA SHOULD BE ACKNOWLEDGED IN THE SUBMITTED PROPOSAL. IT IS THE PROPOSER'S ULTIMATE RESPONSIBILITY TO ENSURE THAT THEY HAVE ALL APPLICABLE ADDENDA PRIOR TO BID SUBMITTAL.

#### **IV. SUBMISSION OF PROPOSALS**

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

#### **V. WITHDRAW PROPOSAL DUE TO ERROR**

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

#### **VI. F.O.B. POINT**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain

title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## **VII. PATENT INDEMNITY**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

## **VIII. BID, PAYMENT & PERFORMANCE BONDS**

No bid bond is required with this RFP. A one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for all work awarded as required in proposal documents. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

## **IX. INSURANCE**

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **A. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

## **B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

## **C. OTHER INSURANCE PROVISIONS**

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

## **D. ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

## **E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received

and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### **F. SUBCONTRACTORS**

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

#### **G. WAIVER OF SUBROGATION**

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

#### **X. AWARD**

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

#### **XI. COUNTY FURNISHED PROPERTY**

The County will furnish no material, labor or facilities unless so provided in the RFP.

## **XII. REJECTION OF PROPOSALS**

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

## **XIII. CONTRACT**

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

## **XIV. DELIVERY FAILURES**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

## **XV. NON-COLLUSION**

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without

collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## **XVI. CONFLICT OF INTEREST, ETC.**

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

## **XVII. DEFAULT**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer,

or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

## **XVIII. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## **XIX. SUBSTITUTIONS**

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

## **XX. INELIGIBLE PROPOSERS**

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

## **XXI. GENERAL INFORMATION**

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and seven (7) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

## **XXII. UNIFORMITY OF PROPOSAL**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

## **XXIII. REQUEST ADDITIONAL INFORMATION**

Inquiries that must be answered in regards to the Proposal procedures or technical matters shall be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing  
1772 County Services Parkway  
Marietta, Georgia 30008-4021  
Fax: (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

## **XXIV. FIRM PRICES**

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

## **XXV. PROPOSAL/PRESENTATION COSTS**

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

## **XXVI. PROPOSAL FORMAT**

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

## **XXVII. INDEMNIFICATION/HOLD HARMLESS**

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

## **XXVIII. PROPOSAL EVALUATION**

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category

will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors. **See Section 2.3**

**All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.**

## **XXIX. MULTI-YEAR CONTRACT PROVISIONS**

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

## **XXX. PROPOSAL REQUIREMENTS**

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

## **XXXI. COVER LETTER/EXECUTIVE SUMMARY**

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

## **XXXII. PROJECT TEAM**

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

## **XXXIII. SPECIAL TERMS AND CONDITIONS**

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

**XXXIV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

## EXHIBITS

### **Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS** *(Effective 10-28-2010 - Supersedes All Previous Versions)*

#### BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

#### DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

## EXHIBITS

### PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents **MUST INCLUDE** a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

**THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.**

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
  - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
  - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
  - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
  - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
  - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
  - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A.

## EXHIBITS

§ 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

- (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;
- (h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

### ***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**EXHIBITS**

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

**This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.**

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 contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*(Effective 10-28-2010)*

**EXHIBITS**

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor 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 Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*(Effective 10-28-2010)*

**EXHIBITS**

**IMMIGRATION COMPLIANCE CERTIFICATION**  
*(Required to be completed by Contractors and all Subcontractors)*  
**(EXHIBIT A-2)**

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:**

**Employer Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

Notary Public  
Commission Expires: \_\_\_\_\_

*(Effective 10-28-2010)*

**EXHIBITS**

**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MBE Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

**This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated**

## EXHIBITS

### Instructions for Completing Exhibit C Disadvantaged Business Enterprise (DBE) Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

#### \*\*\* Instructions \*\*\*

1. Contractor/Vendor is furnished the one-page *DBE Participation Report* form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

**EXHIBITS**

**EXHIBIT C**  
**Cobb County Government Disadvantaged**  
**Business Enterprise Participation Report**

*PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.*  
 ←

Submitted by: \_\_\_\_\_ Period Invoiced: \_\_\_\_\_  
**Name of Prime Contractor/Vendor** **From/To:**

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

Full Contracted Amount: \$\_\_\_\_\_ Payment amount requested at this time: \$\_\_\_\_\_

- 1. Are YOU, the Prime Contractor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_**  
**2. Are YOUR subcontractors DBE vendors? YES \_\_\_\_\_ NO \_\_\_\_\_**  
**Please provide information below for each participating subcontractor.**

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: \_\_\_\_\_  
 Printed Name

Title or position: \_\_\_\_\_

Signature of Authorized Representative

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

**County Departments: Please send this completed form to the Cobb County Purchasing Department  
 ATTN: DBE Report**

**EXHIBITS**

**EXHIBIT D**

**Conflict of Interest Statement**

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County Government, that no employee of Cobb County, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County Government.

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

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

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBITS**

**EXHIBIT E**

**Officer's Oath**

As a duly authorized representative of the firm involved in the bidding for or procuring the contract .

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

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

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

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTACHMENT A: CONTRACTOR RESPONSE**

- ***An electronic copy of this RFP section is available for easier preparation.***
- ***Please number and re-state each subheading or question, followed by your response.***
- ***Number all pages.***

**REQUIRED CERTIFICATIONS AND COVER SHEETS:**

In addition to the requirements below, all responders must include fully executed Certifications and Oaths as required in the General Instructions for Proposers, including the Bid Submittal Form, and the 3 page Bid Form enclosed at the end of this section. Failure to include a fully executed CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A) will constitute non-compliance with the proposal terms and result in rejection of contractor proposals without consideration. Failure to include any other required documents may result in rejection of contractor proposals or may be considered by the County Selection Committee in evaluating the responsiveness of proposals.

**1. FIRM'S GENERAL APPROACH TO ENERGY RETROFIT CONTRACTING**

Describe energy retrofit contracting from your firm's perspective, describing your phases and your firm's ability to support all phases of the project.

Provide a stand-alone overview, maximum of 5 pages, using any order or format to present your company as you wish. Include highlights on company background, market sectors served, company strengths and areas of expertise. Also include your general approach to energy retrofit contracting: typical phases for a project and ability to support each phase (Project Development, Energy Auditing, Savings Guarantee, Construction, Commissioning, Measurement and Verification, Client Staff/Occupant Training, Post-construction Maintenance Support).

The purpose of this overview is to provide a good introduction of your firm to the evaluation committee. Contractors should emphasize in particular your unique experience with lighting retrofit projects of the type anticipated in this RFP. However, firms should also describe your approach and experience performing or managing energy retrofit projects for other energy technologies outlined in section 2 below.

**2. ENERGY RETROFIT CONTRACTING CAPABILITY AND TECHNICAL APPROACH**

**a. General Scope of Services**

The following is a scope of services typical for energy retrofit and savings guarantee contracting. Provide a brief comment for each item below (25 words or less preferred) to demonstrate your capability for each technology or service listed below. In lieu of a comment you may refer to any projects highlighted in response to Section 3.b Project References below.

**1) Energy systems in buildings, facilities and infrastructure:**

- a) Lighting: indoor and outdoor, control
- b) Daylighting
- c) Heating, cooling and ventilation
- d) Control and building automation
- e) Water-consuming
- f) Solar applications

## Attachment A: Contractor Response

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- g) Computer management
- h) Energy management
- i) Commissioning/re-commissioning
- j) LEED-EB support

### 2) Project Development and Implementation

- a) Energy auditing (identify potential energy-saving measures, determine savings projection based on standard energy engineering principles; estimate project costs; present package of measures with cash flow)
- b) System design engineering: lighting, mechanical, electrical, etc.
- c) Procurement, bidding
- d) Construction
- e) Commissioning of projects and retro-commissioning of existing buildings
- f) Project management
- g) Identification of asbestos and other hazardous materials and abatement, recycling or disposal as applicable
- h) Compliance with the intent of the County's Waste Stream Management Plan (available for review at <http://purchasing.cobbcountyga.gov/downloads/plan-2010.pdf>)

### 3) Core Energy Retrofit Contracting Services

- a) Savings guarantee for multiple years
- b) Insurance per contract requirements
- c) Equipment warranties
- d) Measurement and verification of savings
- e) Training: maintenance staff and occupants

### 4) Support Services

- a) Long-term maintenance services on energy systems
- b) Application for an Energy Star Label and LEED certification.
- c) Calculation and reporting of emissions reductions

## b. Energy Retrofit Contracting Technical Approach

Briefly address the following questions.

- 1) **Savings Guarantee.** How is a savings guarantee provided (self-guarantee or third party) and describe the value of this approach?
- 2) **Insurance.** How is insurance provided (self-guarantee or third party) and describe the value of this approach?
- 3) **Warrantees.** Who provides warrantee service (Contractor or manufacturer)? How is this provided? Describe the value of this approach.
- 4) **Standards of Comfort.** Describe standards of comfort that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Describe any flexibility.
- 5) **Baseline Calculation Methodology.** Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- 6) **Project Schedule.** Comment on your ability to meet the schedule and the reasonableness of the schedule.

## c. Sample Technical Audit.

Submit a sample technical audit conducted by your firm for a similar project (as directed in the Proposal Submittal Information).

**Attachment A: Contractor Response**

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- 1) Briefly describe this sample audit. It should be representative of the type of facility and the type of audit that will be conducted.
- 2) Verify that this audit includes detailed energy and economic calculations.
- 3) Verify that it was conducted by a current member of the team proposed for this project.

**d. Site-Specific Approach**

For the Phase 1 projects in this RFP:

- 1) Types of Services. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) you would anticipate for this project.
- 2) Potential Projects. Based on your preliminary assessment of the information provided, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. Include issues related to operation and maintenance. Also describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value to County.

**e. ARRA and EECBG Experience**

- 1) Briefly describe how you will ensure compliance with the ARRA Buy American requirement. Note any projects referenced below where ARRA or EECBG funding requirements were incorporated.
- 2) Briefly describe your experience on projects where Davis Bacon wages regulations were required. Note any projects referenced below where Davis Bacon wages applied.

**3. PROJECT HISTORY**

**a. Project List.**

List all energy retrofit contracts that your firm or personnel have managed within the last five years. Include list as shown below. Projects should, where possible, feature projects located in geographic proximity to Cobb County. Truncate the list at a maximum of 15 projects.

**1) ENERGY RETROFIT CONTRACTING PROJECTS**

<b>Project Name</b>	<b>City, State</b>	<b>Total Project \$</b>	<b>Year completed</b>

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you're including it as a reference for your company and for this project.

- 2) **OTHER PROJECTS** (only if deemed relevant to this project)

If desired, also list related projects deemed relevant to this work, particularly those managed in the state.

<b>Project Name</b>	<b>Project Type</b>	<b>City, State</b>	<b>Total Project \$</b>	<b>Year constructed</b>

## Attachment A: Contractor Response

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### b. Project References

Provide detailed information on *energy retrofit contract-based projects* you want to showcase that have similarities to work related to this proposal. Similarities could include type/use of building, size of individual buildings, size of total expected project, technical scope of projects, geographic region (work in this state or similar type of metro/rural region). Include the following information on each project, as a minimum (*no preferred format*):

#### ***Project Identification:***

***Name.*** Name of state department, university, school district, office building, etc.

***Location.*** city/state

***Contact Information.*** Names and contact information of owner(s)' representatives who can serve as references.

#### ***Project Information:***

***Project Type:*** energy retrofit contract; other

***Project Size.*** Number of buildings, total square footage.

***Project Dollar Amount:*** Total contract amount and the total project capital expenditure amount

***Source of Funding:*** Type of financing used and grants/rebates, etc. Describe your involvement in securing funds.

***Project Implementation Dates:*** Date of audit beginning and acceptance, and construction start and acceptance.

***List of Improvements.*** Type of retrofits and operational improvements related to energy, water and other cost savings.

***Project Performance:*** State amounts of projected annual savings, guaranteed annual savings, and actual annual savings.

***Project Personnel.*** State the name(s) of individuals involved in the project and their role. Note if these personnel are assigned to County's project.

***Comments.*** Comment on any special features, services, conditions, creative approaches, special needs of County, etc. that may be of interest.

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you're including it as a reference for your company and for this project.

### 3. QUALIFICATIONS OF THE FIRM OR TEAM

#### a. Background Information on the Firm

- 1) **Structure and Evolution of Firm.** Type of firm (corporation, partnership, sole proprietorship, joint venture); Name of parent company if applicable (include the name, main office address and parent company's tax identification number). Name of division or branch office if applicable; Name of current firm and number of years operating under this firm name; Former firm names if applicable and corresponding years in operation. Structure of team if this is a joint venture.
- 2) **Years in Energy Business.** State the number of years your firm has been involved in the energy-efficiency related business, with particular emphasis on lighting retrofit experience.
- 3) **Years in Energy Retrofit Contracting.** State the number of years your firm has offered energy retrofit contracting services.
- 4) **Number of Energy Retrofit Contracting Projects.** State the number of energy retrofit contracting projects completed by your firm. Number under \$1 million. Number over \$1 million.

## Attachment A: Contractor Response

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### b. Financial Qualifications & Stability of Firm

- 1) **Financial Soundness.** Describe the financial soundness and stability of the firm.
- 2) **Profitability.** Has your firm or parent company been profitable each year for the past three years?
- 3) **Financial Report.** Submit the most recent annual summary (1-3 pages) of the annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months, along with name, address, and the telephone number of firm(s) that prepared the Financial Statements.
- 4) **Bonding.** Current bonding capacity; bond rating; confirmation that firm is currently bondable for 100% of a payment bond for construction of this project; 100% of a performance bond for construction of this project; letter from a licensed surety as evidence of ability to bond for each of these categories.

### c. Industry Accreditations

State if your firm is accredited by industry organizations, such as the National Association of Energy Service Companies (NAESCO), or pre-qualified for work through the U.S. Department of Energy for federal facilities or the U.S. Department of Defense. State if your firm is a Clinton Climate Initiative Partner and participates in the CCI Purchasing Alliance. Describe the relevance or importance of any accreditations or pre-qualifications with regard to this project.

### d. Compliance with Requirements

Affirm your ability to meet requirements: *“Yes, this firm or team responding to this proposal understands the requirements specified in Attachment C: Special Contract Terms and Conditions, and Attachment E: Energy Retrofit Contract and can abide by them.”*

## 4. MANAGEMENT AND STAFFING FOR THIS PROJECT

This section applies to this project, with an emphasis on local capability/service.

### a. Management

- 1) **Coordination.** Describe your firm's approach to managing this project. Include an organizational chart showing clear lines of communication and responsibility. Describe the transition and responsible parties from the sales to auditing phase, auditing to construction phase, construction to follow-up monitoring phase, etc.
- 2) **Construction Management.** Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Describe your flexibility and/or any limitations regarding possible County activities such as: management of additional energy and water projects, monitoring of installation and performance of Contractor projects, integration of other identified capital needs with Contractor projects which may or may not contain energy and water saving opportunities.
- 3) **In-house Capability vs. Subcontractors.** Generally describe the types of services (both professional and construction services) that you offer in-house and the services you offer through subContractors, and describe the strategy behind in-house vs. subcontractor use. (Detailed information on pricing of subcontractors is requested in the Cost Section below.)

## Attachment A: Contractor Response

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- 4) **County Involvement.** Describe how you engage the County in decision-making regarding project scope, equipment specifications, ongoing operational and maintenance strategies, etc., and how you incorporate County's needs.
- 5) **Local Staffing and Support.** Describe extent of local staffing and support for the geographic region. Include basic job descriptions and capabilities of the local staff. Describe the relevance or importance of local presence with regard to this project.
- 6) **Long-term Servicing.** Describe long-term servicing of equipment and systems. State the location of your nearest servicing office.

### b. Personnel Information.

- 1) **Qualifications and Experience of Staff Assigned to this Project.** Identify the individual who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost and resume. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training and post-contract monitoring. Indicate the percent of time each person is available to work on this project. Indicate their office location (city/state).
- 2) **Added Qualifications and Experience.** Describe any added expertise and capability of staff available through the parent company, other subcontracts, etc. to provide back-up strengths in technical analysis, engineering design, architectural design (if applicable), construction management, construction, training and post-contract monitoring, etc.

### c. Self-Performed Work or Subcontractors.

**NOTE: When responding to this section, refer to section 6.e below: “*Equipment/Labor Cost Competition*”, to ensure your firm’s response is consistent with competitive requirements of this RFP.**

- 1) State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.),
- 2) Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.
- 3) Identify any subcontractors already selected.

## 5. COST AND PRICING

Note: Proposers must submit full and complete cost and pricing information in accordance with the requirements of this section with their proposal. The completeness and conformity to these requirements in their entirety may be considered by the County in evaluating Proposers. Incomplete information will be considered an incomplete response and may cause the response to be rejected.

### a. Markups

Provide your company’s proposed maximum allowable markups in the schedule below for each category listed on the schedule. (The use of margins in lieu of markups is not acceptable.) This

## Attachment A: Contractor Response

format is required and must be completed in its entirety. Use only the categories provided. Ranges for markups are not acceptable.

Markups represent a percentage added to the base cost for the project. Markup costs are disclosed to provide a typical project costing approach for a project of similar scope and size. This disclosure will provide the open book pricing structure to be used by the Contractor for this project. The markups will be used in the Technical Energy audits Energy Retrofit projects. Markups may be negotiated down during final project development.

Clearly indicate (mark by page) if elements of this section are requested to be treated as proprietary (the responsible Purchasing official will make the final decision if this is to be treated as proprietary).

<b>MARK-UPS</b>		
<b>CATEGORY OF MARK-UP</b>	<b>MARK-UP APPLICATION</b>	<b>% MARK-UP</b>
Overhead		
Profit		
Labor – Internal		
Equipment Purchased		
Materials Purchased		
Subcontract Labor		
Subcontract Material		

Clearly describe how self-performed work will be charged (billed hourly, billed as a markup of equipment and labor costs, etc.). If self-performed work will be billed hourly, include markups proposed to be applied to the hourly rate. See subparagraph e below for guidance on use of self-performed work subject to the Davis Bacon wage act.

If a proposal is from a joint venture partnership, include proposed maximum allowable markups in the schedule format above for each participating company.

### b. Fees

Provide your company's proposed maximum allowable fees in the schedule below for each category listed on the schedule. This format is required and must be completed in its entirety. Use only the categories provided. Ranges for fees are not acceptable. If a proposal is from a joint venture partnership, provide proposed maximum allowable fees in the schedule format below for each participating company. Should your company choose not to offer or require any of the listed services this should be clearly indicated with an explanation as to why the service is not offered

<b>FEES</b>		
<b>CATEGORY OF FEE</b>	<b>HOW DETERMINED AND USED</b>	<b>YEARS APPLIED (One-time, Annual, etc.)</b>
Technical Energy Audit and Project Development –	\$ _____ per Square Foot	One time

**Attachment A: Contractor Response**

Lighting Only Projects		
Technical Energy Audit and Project Development - Full Systems Projects	\$ _____ per Square Foot	One time
Solicit & Evaluate Project Financing Proposals	N/A – Owner financing project with Federal ARRA Funding	N/A
Design	(Example) ___% of _____	
Contingency		
Permits		
Performance and Payment Bonds		
Project Management		
Commissioning		
Training		
Monitoring and Verification		
Warranty Service		
Maintenance on Installed Measures		

Provide the proposed maximum fee for Technical Energy Audit and Project Proposal on a cost per square foot basis. The company agrees that the proposed maximum fees shall incorporate its responsibility to adhere to and complete the full scope of work as presented in the Energy Retrofit Contract.

For each fee category listed on the schedule describe how that fee is determined, how the fee is charged to the project and when it is applied. For example, fees might be based on a percentage of project cost. Markups on fees are not allowable.

**c. Audit Cost**

- 1) **Total Cost.** State the total cost of the technical energy audit and proposal development for Phase 1 lighting projects. Ensure that your cost is based on the approach and requirements included in **Attachment E: Sample Energy Retrofit Contract**. For the purpose of this evaluation, assume all facilities listed in **Attachment B: Phase One Facilities List** will be audited. **Note: When evaluating proposals, the County will consider both the total cost for producing technical audits and project proposals for all Phase 1 facilities as entered on Page 1 the Bid Form, as well as the per square foot cost provided. This provides the Contractor an opportunity to provide any discount to the stated unit cost in consideration for auditing all Phase 1 facilities in the initial phase of performance under the contract.**
  
- 2) **Meet Full Scope of Work of Audit Contract.** State your capability to complete the full scope of work as presented in **Attachment E: Sample Energy Retrofit Contract**, within your proposed cost.

**d. Contingency**

Describe your company’s typical level of contingency budget for lighting, electrical, mechanical,

## Attachment A: Contractor Response

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controls projects, and other projects and how it proposes to apply contingency to cover changes in work scope and subcontractor change orders.

State how the contingency will be applied to cover changes in work scope and subcontractor change orders. State the typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects.

Note that the County reserves the right not to provide any contingency in work orders and further, that all unused contingency funds will revert to County or be applied to additional work scope through an approved change order.

### e. **Equipment/Labor Cost Competition**

Describe your company's process to solicit bids on equipment/labor or to ensure price/cost competition and the best value for the County.

Funding for projects to be performed in this Energy Retrofit Contract must conform to all terms and conditions of the ARRA and EECBG. This includes obtaining materials and labor through competitive means. Accordingly, all subcontracts and materials must be competitively bid using Cobb County bidding guidelines or through the use of competitively bid intergovernmental purchasing agreements if available and subject to approval by the County. **All purchases and subcontracts must conform to, and where necessary incorporate, the EECBG Special Terms and Conditions.**

Describe how your company will ensure fair and open selection of labor services where self-performance of covered labor is available.

The County will require that any labor services subject to the Davis-Bacon Wage Act be competitively obtained (covered labor) to ensure compliance with ARRA and EECBG competitiveness requirements and ensure the best possible pricing. The County will allow covered labor to be performed by employees in the direct employe of your company only when it can be demonstrated such costs do not exceed the cost of labor services obtained through a competitive bid.

### f. **Open Book Pricing**

Describe your company's approach to open book pricing and its method for maintaining cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records.

Open book pricing is full disclosure by the contractor to the County of all costs and markups for materials, labor, and services received during the project development, implementation, and performance period phases. Open book pricing will be required such that all costs, including all costs of subcontractors, vendors, and self-performed labor services as describe herein, are fully disclosed.

## Attachment A: Contractor Response

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### g. **Best Value.**

Briefly describe how your approach to energy retrofit contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, local relationships and experience, experience in similar types of facilities, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.

### h. **Sample Project Proposal**

Provide a sample project proposal for the project described in the following section. Show the complete detail of what will be provided to the County in the actual project using the markups and fees you will commit to in the actual project, as identified above, for all categories, fees and services that will be seen in the actual project.

The sample project budget should clearly indicate all fees required for monitoring & verification, project management and all services that may be included in the actual projects, including the audit costs. Provide all pricing documentation as you will provide it for open book pricing in the final contract. Clearly differentiate the subcontracted portion of the project and break out labor, materials and other categories as you will for open book pricing. Use the format and structure you will use in presenting the audit results to the Owner for project review and approval.

All markups and fees used in this example must be representative of what will be used in the actual project. Additional markups, fees, or service category costs not shown in these examples will NOT be allowed in the final contract.

## **Attachment A: Contractor Response**

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### **6. SAMPLE PROJECT PROPOSAL**

#### **Basis of Sample Project: Re-lamping and Re-ballasting of T-12 fixtures at the Adult Detention Center – 1825 County Services Parkway**

##### **I. Preparation of the Sample Project Proposal**

Contractors shall include with their responses a sample project proposal for the Base Design assumptions presented below. This should be submitted in accordance with the guidelines of Section 6.h. Sample Project Proposal. The Selection Committee shall review and evaluate this pricing example as a part of their overall evaluation of Cost as provided for in the RFP.

For the purposes of preparing this costing model, contractors shall price all phases of the work as if preparing a technical audit and project proposal as defined in the RFP.

The sample proposal should include a lump sum price for the project, supported with itemized, open book pricing consistent with the requirements of the RFP, to include, at a minimum, the following cost and project methods and scheduling considerations.

- Proposal completeness and openness of costs and methods
- Compliance with stated fees and markups
- Inclusion of all expected cost categories, including itemized and extended pricing per material, labor and equipment category. Include the cost of the technical audit and proposal preparation even though it will be incorporated in final project cost. Discuss this as necessary.
- Work that will be performed by sub-contractors and what work will be performed by Contractor staff.
- Clearness and completeness of labor subject to Davis Bacon wages and benefits allowance
- Realistic construction schedules
- Materials and services purchase methods, including competitive solicitation for these items Compliance with ARRA and EECBG requirements
- Compliance with Waste Stream Management requirements
- Clearness and completeness of Energy Savings estimate
- Clear discussion of any variables and considerations the Owner will be required to decide prior to project acceptance
- Any recommended changes to base design specifications that the Contractor thinks will result in a superior project, defined as able to achieve comparable or superior lighting outcome with either or both lower first cost and/or greater energy cost savings
- Any other cost, construction, scheduling or other considerations

Contractors should use their most reasonable estimates for the cost for materials, supplies, labor and equipment. Markups and fees should be determined in accordance with those costs presented in their proposals, but may include discounts since negotiation to reduced fees and mark up rates is allowed. Terms and conditions for any discounts used in this model should be fully described and should not be included if they will not be available in the actual contract.

##### **II. Assumptions for Sample Project Proposal**

The sample project shall be based on the lighting retrofit of the Adult Detention Center, 1825 County Services Pkwy. Contractors may request a site visit, but are not required to do so. Contractors shall assume the following for the sample proposal. (NOTE: The assumptions below are for the purpose of preparing a Sample Project Proposal only. Contractors should not assume the conditions presented below will be those discovered and applicable when the project is released following contracting.)

## Attachment A: Contractor Response

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1. Re-lamping and re-ballasting of the lamps and ballasts counts presented below. All new products must be used.
2. Assume the existing fixtures, lamps and ballast combinations described below currently provide acceptable light levels. Estimate of any changes to light levels resulting from the new materials and any cleaning, etc. that can be expected to result from the project.
3. Assume access to the facility will be provided between the hours of 6:30 AM to 7:00 PM, Mon – Fri.
4. All employees and workers on the project will be subject to security background checks prior to initially working on site. Assume 15 minutes per shift for employees to clear security at this site. The Owner shall ensure inmates are removed from all work areas prior to Contractor employees entering work spaces.
5. Assume time will be of the essence. Contractors shall provide a schedule that reflects milestones for design, materials ordering, on-site demolition and construction, and project closeout.

### 6. Product Replacement

#### Basis of Sample Design:

(a) Provide T-8 Lamps, 3500 deg. K. lamps with electronic ballasts to re-lamp and re-ballast the the following fixtures currently utilizing T-12 lamp technology. For the purpose of calculating energy savings, assume 50% of existing ballasts are high efficiency magnetic (1987 vintage) and the balance are electronic ballasts with 0.95 bf.

Counts	Fixture/Lamp Description
167	4 lamp linear 48" fixture
20	2 lamp U tube fixture
679	2 lamp linear 48" fixture
86	2 lamp linear 96" fixture (HO)
417	3 lamp linear 48" fixture

Address in your proposal any additional equipment or services (lamp socket replacement, cleaning or replacement of lenses, etc.) you would expect in a typical project. Provide discussion of expectations and assumptions used in pricing. Include recycling or other services required by the RFP.

(b) 25 ea: Replace manual wall switches in designated offices with PIR automatic switches programmed for “manual on, automatic off”.

(c) 35 ea: Replace existing wall mounted exit signs with LED exit signs.

7. The savings guarantee shall be calculated using the operating assumptions provided below. The guarantee shall be validated by sampling lighting circuits representing a minimum of 15% of lights replaced. For this sample application, use the circuit estimates provided below.

Hours of operation for lighting:

Non-occupancy controlled lighting:

11 hours daily at 100% fixture operation for all inmate resident lighting

13 hours daily at 15% fixture operation for all inmate resident lighting

24 hours daily at 100% fixture operation for corridors, restrooms and security area lighting

Schedules above shall apply 365 days annually

## **Attachment A: Contractor Response**

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### Occupancy Controlled lighting

Assume occupancy patterns for offices, conference rooms, and lobbies consistent with typical office building experience. Provide assumptions and estimate savings with occupancy sensor controls.

Utility Costs: This facility is on the Ga. Power RTP-DA rate. Assume an average cost per kilo-watt hour of 5.0 cents for energy saved.

Other Costs: Contractor shall provide assumptions and estimate savings from industry standards and site conditions if they wish to include other operations and maintenance cost savings.

**Attachment A: Contractor Response**

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**Bid Form**  
**Page 1 of 3**

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED, having examined the project documents titled:

**REQUEST FOR PROPOSALS**  
**Energy Retrofit Contracting Services**  
**Cobb County Property Management Department**  
**SEALED BID #11-5553**

And having evaluated the conditions affecting the Work, hereby submits proposes and agrees to furnish all labor and materials, equipment, and appliances and to perform all operations necessary TO COMPLETE ALL WORK FOR ALL SERVICES AS REQUIRED BY THE PROJECT MANUAL, INCLUDING ANY ADDENDA, IN ACCORDANCE WITH THE COST STRUCTURE AND PRICING PROVIDED IN THE RESPONSE TO THIS PROPOSAL.

I. IN ADDITION TO THE ABOVE, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK FOR FOR DEVELOPMENT AND DELIVERY OF THE TECHNICAL AUDIT AND PROJECT PROPOSAL FOR PHASE ONE LIGHTING PROJECTS, AS REQUIRED BY THE PROJECT MANUAL, INCLUDING ANY ADDENDA, FOR THE STIPULATED SUM OF:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**The undersigned understands and agrees also to the following:**

To comply with and be bound by the entire contents of **Sealed Bid No. #11-5553** (aka Project Manual) including all Addenda.

To fully comply with all terms and conditions for work funded by the American Recovery and Reinvestment Act. Of 2009 and the Energy Efficiency and Conservation Block Grant.

**Acknowledged:** \_\_\_\_\_

The undersigned acknowledges receipt of Addenda numbers:

ADDENDUM NO. \_\_\_\_\_ Acknowledged: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ Acknowledged: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ Acknowledged: \_\_\_\_\_

**Attachment A: Contractor Response**

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**BID FORM**  
**Page 2 of 3**

**CONTRACTOR'S QUALIFICATION STATEMENT**

**I. CONTRACTOR**

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Business Entity: \_\_\_\_\_  
(corporation, sole proprietorship, partnership, p.c.)

Contractor does \_\_\_\_ or does not \_\_\_\_ anticipate using subcontractor(s) in the performance of this Work.

Contractor Business Entity Principals:

Primary Owners (if other than C-Corporation): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Business is organized under the Laws of the State of \_\_\_\_\_

Business Qualifies as a Woman Owned, Small Business, or DBE (Y/N): \_\_\_\_\_

If yes, list certifying authority: \_\_\_\_\_

**II. BANK REFERENCE**

Primary Bank: \_\_\_\_\_

Relationship officer Responsible for account: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Attachment A: Contractor Response**

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**BID FORM**  
**Page 3 of 3**

**III. REGISTRATION AS FEDERAL CONTRACTOR**

Registration with DUNS is required for submittal of a Bid. Registry with the CCR and provision of a CAGE number is required prior to contracting.

Bidder DUNS Number: \_\_\_\_\_ Bidder CAGE Number: \_\_\_\_\_

If not currently registered and active with CCR, the undersigned hereby certifies they will register in a timely manner and provide Cobb County with their CCR CAGE number upon notification of intent to award work under this Bid. Initialed: \_\_\_\_\_

**IV. BACKGROUND**

Has Contractor ever done business under a different name? \_\_\_\_\_

If so, provide names: \_\_\_\_\_

Prior projects with Cobb County: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IV. REFERENCES**

Contractor shall provide references separately as required in proposal documents.

**V. COMPLIANCE DOCUMENTS**

The undersigned hereby certifies the following bid submittals are included with this Bid Form. Failure to submit required submittals listed here may be used to reject the Contractor's Bid:

- ◆ Bid Submittal Form
- ◆ Fully Executed Georgia Immigration Act Compliance Contractor Affidavit and Agreement (Exhibit A)
- ◆ Executed Conflict of Interest Statement and Officer's Oath
- ◆ All Required Pricing and Qualifications Statements in accordance with RFP requirements
- ◆ Sample Audit and Sample Project Proposal

**BIDDER SIGNATURES**

Proposal dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010

Proposer: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**END OF BID FORM**

## Attachment B: Phase One Facilities List

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### ATTACHMENT B: PHASE ONE FACILITIES LIST

Projects will be divided into two phases to meet County objectives and ensure the cost of all projects resulting from this RFP do not exceed the funding available.

Phase One consists exclusively of lighting only retrofits in 10 county facilities listed below. These facilities were previously identified in a level one audit and are to be completed before additional sites are selected for assessment. Upon completion of Technical Audits on these facilities and acceptance of fixed price project proposals, the County will negotiate with the Contractor to select additional project opportunities in county owned facilities fulfill the grant funding obligation.

The information in this attachment is provided to inform the Contractor of the general scope required in Phase One. The information was prepared with diligence. However the Contractor will be required to perform a technical audit and present a final project proposal in accordance with the requirements of the RFP.

#### Facilities List

<b>Building General Use</b>	<b>Address</b>	<b>Size (s.f.)</b>	<b>T-12 Fixture Count (Estimate – all types)</b>
Prison Unit Adult Prison	1877 County Services Pkwy .	18,000	119
Adult Detention Center Adult Prison	1825 County Services Pkwy.	700,000	1,369
Civic Center Anderson Theater Recreation and offices	548 South Marietta Pkwy.	60,000	335
Fleet Offices Offices	1940 County Services Pkwy.	3,000	118
Parks and Recreation Dept. Offices	1792 County Services Pkwy.	8,000	71
Public Safety Building Offices	30 Waddell St.	37,270	616
Kemp Memorial Library	4029 Due West Rd.	3,143	108
East Cobb Government Center Offices	4700 Lower Roswell Rd.	22,300	184
Cobb Water Building 3 Offices, Warehouse	680 South Cobb Dr.	20,000	143
<b>Totals:</b>		<b>871,713</b>	<b>3,063</b>

## **Attachment C: Special Conditions for ARRA and EECBG Funded Projects**

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### **SPECIAL TERMS AND CONDITIONS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA) AND THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)**

#### **PART 1 GENERAL**

This Section includes covers the Federal, State, and local provisions and requirements of the American Recovery and Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Block Grant (EECBG) program that constitute the funding sources for this project.

#### **PART 2 SPECIAL TERMS AND CONDITIONS FOR ARRA and EECBG FUNDED PROJECTS**

The following Special Terms and Conditions (ST&C-Bid) are incorporated in this bid and all resulting contracts and work orders. Submittal of a bid constitutes agreement by the Bidder to become familiar with and to comply with all terms and conditions in this section as well as elsewhere in bid and contract documents.

##### **I. Compliance with ARRA and EECBG Funding and Contracting Requirements – General**

###### **A. Compliance Requirement by Bidders**

This project is funded through an Energy Efficiency and Conservation Block Grant (EECBG) (Grant) provide under the American Recovery and Reinvestment Act of 2009 (ARRA), and is administered by the U.S. Department of Energy (DOE). Collectively, the terms and conditions of the EECBG and ARRA constitute the terms and conditions of the Grant.

##### **1. Bidder Acknowledgement of Compliance**

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that the Bidder agrees to:

- Familiarize themselves with, and comply with, all terms and conditions for ARRA and EECBG funded projects;
- Certify such compliance and provide documentation thereof upon request;
- Pass through these requirements to all subcontractors and, where applicable, to suppliers;
- Provide full and timely assistance upon request to Cobb County and other legal state and federal agencies and their designees as may be requested to demonstrate or confirm compliance with all bid and contract requirements and conditions.

##### **2. Compliance Documents**

The following documents specifying terms and conditions required for compliance with ARRA and EECBG are incorporated by reference:

- The American Recovery and Reinvestment Act of 2009
- 10 CFR 600 - all sections applicable to local governments. In particular, pay special attention to conditions in Subpart C – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- National Policy Assurances (version current at time of bid publication)

## **Attachment C: Special Conditions for ARRA and EECBG Funded Projects**

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- The “Special Terms and Conditions to Cobb County EECBG Grant DE-EE0000803/000” (Grant ST&C), **a copy of which is available online at <http://purchasing.cobbcountyga.gov/>**

Bidders are directed to pay particular attention to the following sections of documents referenced above:

- 10 CFR 600-236, Purchasing, with special attention to paragraph (i)
- Grant ST&C paragraph 25 – compliance with Buy American requirements of ARRA
- Grant ST&C paragraph 27 and 29 – compliance with Davis-Bacon requirements of ARRA
- Grant ST&C paragraph 22 – special provisions for ARRA funded work

### **B. Bidder Acknowledgement Regarding Compliance Failure**

In addition to all other remedies available to the Owner in the Bid and Contract documents, Bidder acknowledges that failure to comply with all terms and conditions in the ARRA and EECBG may constitute justification for withholding payment for services and materials up to and including the full value of any project funds withheld by the government of the United States.

### **C. Flowdown Requirement**

Bidders must include all terms and conditions of this bid and all associated contracts in all subcontracts or awards resulting from this Bid as required by the referenced

### **D. Jobs Creation Reporting**

Bidder agrees to provide information as requested by Owner to fulfill Owner’s responsibility to report jobs created with Grant funds.

### **E. Compliance with NEPA and Cobb County Waste Stream Management Plan**

Cobb County has submitted a Waste Stream Management Plan to DOE as a condition of the EECBG. A copy of this plan is posted at <http://purchasing.cobbcountyga.gov/>. In addition to any other requirements contained or referenced in documents listed in section III-A herein, Bidder, by submitting a bid, indicates their familiarity with Cobb County’s Waste Stream Management Plan and agrees to adhere to the processes and procedures therein, and to provide documentation acceptable to the Owner of compliance.

## **II. Guidance and Emphasis Regarding ARRA and EECBG Funding and Contracting Requirements**

Section I to these bid Special Terms and Conditions incorporates by reference the compliance requirements for this Bid and all subsequent contracts as required by the ARRA and EECBG grant conditions. The following discussion of selected compliance requirements is provided for emphasis, or for clarification or guidance on selected requirements. Should there be any conflict between these clarifications and the requirements of the source documents, the requirements of the source documents shall be applicable.

### **A. Access and Maintenance of Records**

Bidder agrees that the terms Owner, County, or similar, as used in respect with requests made for records or documents necessary to ensure compliance with the ARRA and EECBG, shall include representatives of DOE, the US Inspector General, the US Comptroller General, their designees, or any other federal or state agencies and officials lawfully charged with ensuring compliance with the terms of this grant. Bidder agrees to respond to all such requests fully and in a timely manner so as not to delay Owner’s obligations for this grant.

## **Attachment C: Special Conditions for ARRA and EECBG Funded Projects**

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Included in this obligation is compliance with the following grant conditions:

### **1. Information in Support of Recovery Act Reporting**

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation upon request by Owner.

### **2. Access to Records**

With respect to funds made available as a result of this Bid, any representative of the Owner as defined herein is authorized:

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

### **3. Maintenance of Records**

All records required for compliance with the expenditure of funds made available by the American Recovery and Reinvestment Act of 2009 shall be maintained and available for access as required for a minimum of three (3) years from date of final payment for work under this Contract and all other pending matters are closed, or longer should any of the applicable documents referenced in section III A above so require.

### **B. Contractor Registrations and Certification of Eligibility**

Bidders acknowledge by submitting a bid that:

1. Registration in the Central Contractor Registration (CCR) and acceptance by the DOE of their status is a requirement for any contract award. Bidders must submit a current DUNS number with their bid, as well as either: (a) a current CCR registration number, or (b) in the absence of a CCR number, a certification that they will register in CCR in a timely manner upon Owner notification of intent to award, and that award may be withheld for failure to register or should they be rejected for work by any federal agency with authority to deny eligibility.

2. Neither the Contractor (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24; and

No part of this bid shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded DOE contracts or participate in DOE programs pursuant to 24 CFR Part 24.

### **C. Buy American – ARRA Section 1605**

All goods and services to be provided through this Bid are being funded with monies made available by ARRA and such law contains provisions commonly known as “Buy American Requirements” that

## **Attachment C: Special Conditions for ARRA and EECBG Funded Projects**

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requires all of the iron, steel, and manufactured goods used in the project be produced in the United States unless a waiver of the requirements is approved by the Department of Energy.

It is the responsibility of the Bidder to ensure the following: (a) full reviewed and understanding of the Buy American Requirements, (b) that all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, (c) that should Bidder anticipate and propose any non-compliant iron, steel, and manufactured goods, Bidder must note specific exceptions in their bid and provide reference to an existing DOE waiver if any, or justification as required in ARRA Section 1605 to apply for a waiver, and (d) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or, if applicable, assistance in submitting a Bidder requested waiver from this requirement as may be requested by Cobb County or other legal state or federal agency.

Bidders shall complete and submit the Owner provided Contractor and Supplier Certification Document(s) for themselves, and shall obtain and submit the same from any subcontractors and suppliers, in a timely manner upon request by the Owner. **(See Attachment A to this section).**

Notwithstanding the waiver provisions allowed in the ARRA, a Bidder request for exceptions to Buy American Requirements shall be sufficient for Cobb County, at its sole discretion, to reject a bid as non-responsive.

### **D. Davis-Bacon Act and Contract Work Hours and Safety Standards Act**

Compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act, all as stipulated in the Compliance Documents in section III-A herein, apply to this project.

Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Dept. of Labor Wage Determination applicable on the bid issuance date for the construction type and work location. **For all work awarded for this project, the General Decision Number: GA100255 10/22/2010 is effective and most current as of the date of issuance of this RFP and shall be applicable for all work resulting from this RFP.**

By submitting a bid, the Bidder hereby represents and warrants to and for the benefit of Cobb County and the United States Government that (a) the contractor has reviewed and understands the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act as they apply hereto, (b) has reviewed the applicable Wage Determination referenced herein, and (c) will fully conform with the applicable Wage Determination and all requirements applicable to this bid and resulting contract(s).

### **E. Protecting State and Local Government and Contractor Whistleblowers.**

The requirements of Section 1553 of the ARRA specify protections, actions and remedies regarding treatment of any employee of state or local governments or their contractors or subcontractors for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that the employee believes is evidence of gross management of an agency contract or grant relating to covered funds, a gross waste of covered funds, a substantial and specific danger to public health or safety related to the implementation or use of covered funds, an abuse of authority related to the implementation or use of covered funds, or violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

## **Attachment C: Special Conditions for ARRA and EECBG Funded Projects**

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All parties to this agreement shall be responsible for compliance with all requirements and conditions of Section 1553 of the ARRA.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.)

### G. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

### H. National Policy Assurances

National Policy Assurances in effect on date of award as published at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm) are incorporated in these Special Terms and Conditions by reference.

### I. Small and Minority Business Enterprises

The Bidder agrees to ensure that small and minority firms, women's business enterprises, and labor surplus firms (DBE firms) have the maximum opportunity to participate in the performance of contracts and subcontracts whenever possible per paragraph (e) of 10 CFR 600-236. In this regard, all contractors shall take necessary and reasonable steps in accordance with 10 CFR 600-236 to ensure these firms have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

Bidder agrees to provide documentation of all DBE firms, including itself, participating in this contract. Bidder further agrees, upon request of the Owner, to provide a list of any DBE firms that were contacted for participation in this contract.

END OF SECTION

## **Attachment C: Special Conditions for ARRA and EECBG Funded Projects**

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### **Manufacturer's Buy American Certification Compliance Statement**

**The Manufacturer (or designated manufacturer's representative) shall include this statement with all submittals for this project.**

By this submittal, the Manufacturer hereby represents and warrants that all iron, steel, or manufactured goods represented in this submittal will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and the Manufacturer will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

**Project Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

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

**Print Name**

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

## **Attachment C: Special Conditions for ARRA and EECBG Funded Projects**

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### **Contractor Buy American Certification Compliance Statement**

**The Contractor shall execute and submit this statement prior to contract award for this project.**

I understand this project is funded in whole or in part using funds provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and that performance on this project requires full compliance with the conditions of this Act.

I hereby represent and warrant that all iron, steel, or manufactured goods used in this project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA), unless a waiver of the requirements is approved, and I will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support reporting requirements or a waiver of the Buy American Requirements, as may be requested by the Owner.

I agree to require the Manufacturer of all products used on this project submit a Manufacturer's Buy American Certification with all product submittals unless a waiver of the requirements is approved.

I shall maintain records at the job site or, if no contractor office is maintained at the job site, at the project office of the supervisor overseeing this project, documenting of compliance with these requirements, to provide copies of such documents available to the Owner upon request, and to provide complete documentation to the Owner at the conclusion of the project.

**Project Name:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

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

**Print Name**

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

**Waste Stream Management Plan  
Energy Retrofit Projects  
Cobb County, Georgia  
DE-EE0000803**

**I. Background and Overview**

**Project:** Cobb County Energy Efficiency Building Retrofits

**Designated Project Coordinators:** Cobb County Property Management Department, Cobb County Sheriff's Department, and Cobb County Parks and Recreation Department

This plan covers actions associated with the energy efficiency retrofit implementation to public facilities owned and operated by Cobb County, Georgia (County). Cobb County's energy retrofit projects were detailed in the County's EECBG application, and include projects for retrofitting lighting and HVAC systems in existing County facilities. The County will perform work using a combination of in-house staff and contractors. Compliance with this plan will be required from both County staff and contractors.

Specific actions the County and its contractors will perform include replacement of fluorescent lighting fixtures, lamps and ballasts, and HVAC systems replacement. The replacement of equipment should not require the disturbance of any hazardous materials excepting lighting products (trace mercury in fluorescent lamps, and some number of ballasts containing PCBs). However, this plan provides guidance on the handling of these materials, including asbestos, if discovered during site investigations or subsequent work.

Cobb County will require documentation for the handling, recycling and/or disposal of all materials. The County will retain all records regarding compliance with this plan. Records will include those initially collected and compiled by any contractors, as well as documentation of actions performed by County staff.

In addition to the specific actions specified above, the County and its contractors may also perform replacement or upgrades of building components collectively called "weatherization" items. These may include roofs, windows, doors, and roof and building insulation and infiltration remediation (weather stripping, etc.).

**II. Waste Specific Disposal Processes**

**A. Lighting Retrofits**

**Recycling Contractors**

Cobb County plans to use the following lighting products recycler for all fluorescent and HID lamps, and ballasts:

**Southeast Recycling Tech, Inc.**  
2260 Moon Station Court, Suite 140, Building. 200  
Kennesaw, GA 30144  
Phone: 770-426-5000

Cobb County plans to use the following firm for the recycling of metals:

**Marietta Recycling Corp.**  
311 Marble Mill Road  
Marietta, GA 30060  
770-425-6600

**Procedures**

- All ballasts and universal waste lamps (fluorescent and HID) will be source separated – e.g. collected in separate, material specific containers as they are generated on the job-site. The separated materials are hauled directly by a recycling contractor to their appropriate recycling and transfer station for processing.
- Universal Waste Lamps: The recycling contractor shall recycle discarded fluorescent and HID lamps to recover and recycle lamp components, including metals, glass, and phosphors. Mercury and lead will be recovered and recycled.
- Lighting ballasts: Ballasts will be divided into two recycling streams:
- Ballasts clearly identified as non-PCB: Where ballasts can be clearly identified on site as being PCB free, they will be separately collected for pickup by the recycling contractor who will disassemble and recycle the materials.
- Where ballasts are identified as containing PCB's or where they cannot be clearly determined to be PCB free, ballasts will be separately collected for pickup by the recycling contractor who will disassemble the ballasts, recycle non-contaminated components, and transfer contaminated components to an approved hazardous waste disposal site.
- Fixtures: As ballasts and lamps are removed, fixtures shall be collected on site for delivery to the designated metals recycling contractor for recycling.
- Misc. Waste: Non-recyclable waste, if any, shall be placed in building trash receptacles for delivery to a local landfill.
- Work Processes: Should any universal waste lamp break (new or used) during handling, work shall cease until the site can be cleaned and the product debris removed from the work location to a suitable container.
- Documentation: The lighting recycling contractor shall provide the County with documentation of the type and quantity of materials collected and a statement of disposition and compliance with this plan and all appropriate state and federal regulations. Such records will be retained by the County.

### B. HVAC Equipment Retrofits

#### Recycling Contractor

Cobb County plans to use the following HVAC products recycler for all HVAC equipment removed from our properties. This contractor will handle all metals from the equipment, and will recover all refrigerants and lubricants for recycling where present.

**Marietta Recycling Corp.**  
311 Marble Mill Road  
Marietta, GA 30060  
770-425-6600

#### Procedures

- *Evacuation of Refrigerant Gases and Lubricants from Existing Equipment:* The retrofit contractor shall make a determination regarding the best method for either retention or evacuation of refrigerant gases, and/or lubricants from equipment to be removed.
  - Where possible, the gases and lubricants will be retained in the equipment during removal and transport to an off-site recycling location.
  - Where this process is not deemed to be sufficient to protect against accidental releases during disassembly and transport, refrigerants and lubricants shall be recovered on-site, using approved recovery methods.
- *Recycling of Refrigerant Gases and Lubricants:* All refrigerant gases and lubricants, whether collected on site or off site, shall be recycled at an approved recycling center.
- *HVAC Equipment:* All used HVAC equipment will be delivered to our designated equipment recycling contractor.
- *Other Recyclable Building Waste:* Where recyclable metals are deemed waste during and following demolition and construction (ductwork, wiring, etc.), such materials will be aggregated on site and transported to a local metals recycling facility.
- *Non-Recyclable Waste:* All other non-recyclable and non-hazardous construction waste (fiberglass, etc.) will be collected on site and disposed of in accordance with procedures in Section II-C below for non-recyclable wastes.
- *Hazardous Waste:* Should County personnel or any contractor discover materials suspected of containing hazardous materials (HAZMAT), all work at the site that would disturb such materials will be halted. A HAZMAT testing firm licensed by the Georgia Environmental Protection Division (EDP) will be engaged to perform testing in compliance with the U.S. Environmental Protection Agency (EPA) testing guidance and procedures, using a NVLAP laboratory. Should materials be discovered that are not in compliance with EPA or EPD rules, a remediation contractor licensed by EPD will be engaged to develop a remediation plan

compliant with all state and federal regulations and procedures, including notification to EPD in accordance with state regulation.

The County will rely on our licensed testing and remediation contractor(s) to develop and implement specific testing, notification, and abatement plans compliant with all applicable EPA, EPD, and OSHA statutes and procedures. In Georgia, EPD is charged with oversight and enforcement of activities involving hazardous materials. The governing statutes are the Georgia Hazardous Waste Management Act, O.C.G.A. 12-8-60, and Georgia EPD rule 391-3-11 "Hazardous Waste Management", both of which can be viewed at [http://www.gaepd.org/Documents/index\\_haz.html](http://www.gaepd.org/Documents/index_haz.html). EDP licensed testing and remediation firms and landfill operators, as well as local NVLAP laboratories, can all be found at [http://www.gaepd.org/Documents/regcomm\\_lpb.html#aa](http://www.gaepd.org/Documents/regcomm_lpb.html#aa).

Any HAZMAT removed from the site by our licensed contractor will be delivered to a HAZMAT level 1 landfill licensed by the EPD for receipt of the specific material(s). The Eagle Point landfill can be used (see section II-C below). Documentation of all testing procedures and results, remediation, transport and disposal as required to comply with EPD regulations and/or to fully document these activities will be required of all contractors and will be retained by the county.

As it is anticipated that asbestos will be the sole HAZMAT anticipated, the following rules and procedures will be required of our testing and remediation contractors as they deem applicable to the materials and conditions found at specific sites.

- EPA's National Emission Standard for Hazardous Air Pollutants (NESAHP)
  - 40 CFR Part 763, "Asbestos Hazard Emergency Response Act" (AHERA)
  - EPA's "Guidance for Controlling Asbestos-Containing Materials in Buildings"
  - EPA asbestos testing procedures conforming to EPA Method 600/R-93/116
  - Additional testing if required conforming to the EPA 400 Point Count method
  - Testing methods appropriate to ensure compliance with OSHA Permissible Exposure Limits
- *Documentation:* All construction and recycling contractors shall provide the Owner with documentation of the type and quantity of materials collected and a statement of disposition and compliance with this plan and all appropriate state and federal regulations. Such records will be retained by the Owner.

### C. Non-recyclable Waste and Asbestos

- *Contractors:* Cobb County will use one of two contractors for non-recyclable, non-hazardous construction debris.

For small volumes, Waste Management Corp. currently provides trash disposal services for County facilities at each site, utilizing the following landfill:

**Pinebluff Landfill**

13809 East Cherokee Drive  
Ball Ground, GA 30107-4657  
(770) 479-2936

Advanced Disposal Services (ADS) will be used for disposal of large volumes of non-recyclable construction waste for all the project locations. ADS provides on-site collection and transfer, or products can be delivered to their transfer station in Cobb County, listed here.

**ADS Transfer Station**

1897 County Services Parkway  
Marietta, GA 30008.

Their landfill, which has a “20-year expectancy,” is:

**Eagle Point Landfill**

8880 Old Federal Road  
Ball Ground, GA 30107  
678-341-7140

Hazardous Waste –Asbestos: The **Eagle Point Landfill** is licensed by the Ga. EPD to accept asbestos. Should this become necessary, a hazardous waste transporter in compliance with 40 C.F.R. Part 263 (2007), as required by EPD, will be used (see section II-B “Hazardous Waste”).

- *Documentation*: All contractors shall provide the County with documentation of the type and quantity of materials collected and a statement of disposition and compliance with this plan and all appropriate state and federal regulations. Such records will be retained by the County. The sole exception will be County-generated waste that is disposed of in on-site trash containers.

**D. Weatherization Retrofits**

- *Re-Use*: Where possible, Cobb County will retain, either on site or at other County owned facilities, any reusable materials. This is anticipated to be limited to ballast rock from roof assemblies that are replaced. In addition, where it is determined to be good engineering practice, existing building components may be left in place and new components added to complement the existing components. This is expected to be limited to roofing with new roofing and insulation added over structurally sound existing roofing.
- *Recyclable, non-recyclable, and hazardous waste handling and disposal*: Refer to specific direction for handling these categories of waste in Section II-B and II-C of Cobb County’s WSMP. These sections specify procedures for the determination, handling, and remediation of all classes of waste, and identify approved disposal methods and sites for each category of waste.
- *Documentation and Communications*: All weatherization projects undertaken using EECEBG funding shall adhere to the procedures, responsibilities and guidelines in Sections II-C and III of Cobb County’s WSMP.

### III. Communication Plan:

- All bids and contracts shall include the written provisions and requirements for compliance with this plan. All contractors and subcontractors will be required to ensure all their crews comply with the Waste Management Plan.
- Prior to beginning work, all contractors and subcontractors shall identify recycling and disposal resources they will use, if different from those identified herein, with such resources subject to County approval.
- All County employees performing work described in this plan shall be familiarized with plan provisions, and project managers shall be accountable for compliance.
- Waste prevention and recycling activities will be discussed at the project kickoff meeting with each contractor and subcontractor, or, in the case of work performed by the County, with assigned County staff prior to commencement of work.
- All recycling containers will be clearly labeled.
- All Contractors, subcontractors, and County project managers will provide monthly reporting as necessary to document compliance with this plan.

## **Attachment E: Sample Energy Retrofit Contract**

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### **ATTACHMENT E: Sample Energy Retrofit Contract**

#### **OVERVIEW:**

This Sample Contract represents the contract that will be offered the Contractor selected from the RFP. The contract will serve as a single contract to serve as the contract basis for all phases of the project, including the preliminary site assessments, technical audits and project proposals, and construction, monitoring and verification and savings guarantee.

**NOTICE: The Sample Energy Retrofit Contract is under final review by the County and will be issued in an Addendum to this RFP.**