

# MACON-BIBB COUNTY, GEORGIA

Request for Qualifications and Proposals (RFQ/P)

to provide

## County-Wide Lighting Management Services

15-065-CW

906-58

906-06

906-46

918-42

925-08



## MACON-BIBB COUNTY

ISSUE DATE: June 19, 2015

DUE DATE: July 23, 2015

Please direct questions related to this solicitation to Chauncey Wilmore, email preferred at [cwilmore@maconbibb.us](mailto:cwilmore@maconbibb.us)

MBE/WBE/DBE Participation: Minority, Women Owned, and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE sub-consultants where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or [jbumpus@maconbibb.us](mailto:jbumpus@maconbibb.us)

## I. GENERAL

### A. Invitation

Notice is hereby given that Macon-Bibb County will receive responses from qualified lighting manufacturers to the Request for Qualifications and Proposals (original **plus 8 copies**) in the Procurement Department, 682 Cherry Street, 8<sup>th</sup> Floor, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, July 23, 2015, for **Selection of a Lighting Manager** for Macon- Bibb County.

### **NO LATE RESPONSES WILL BE CONSIDERED**

The names of responding firms will be publicly read on Thursday, July 23, 2015, at 2:00 P.M. in the Macon-Bibb County Procurement Department Conference Room, located on the 8<sup>th</sup> Floor of the Government Center Annex Building at 682 Cherry Street, Macon Georgia 31201.

### B. Definitions

Wherever the term "Owner", "County", or "Macon-Bibb County" occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

### C. Solicitation Documents

Announcement of this Request for Qualifications and Proposals may also be posted on the Macon-Bibb County website at [www.maconbibb.us/purchasing](http://www.maconbibb.us/purchasing) and on the Georgia Procurement Registry website [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

### D. MANDATORY Pre-Submittal meeting

A pre-submittal conference is scheduled for 10:00 o'clock a.m., Tuesday, July 7, 2015 in the Procurement Department Conference Room, located on the 8th Floor of the Government Center Annex Building at 682 Cherry Street, Macon Georgia 31201. This conference is mandatory; contractor must be present in order to submit a bid.

### E. Insurance Requirements

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia. All coverage should be written with insurance company with a Best Rating of A or better. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract. Macon-Bibb County shall be named as additional insured on the policy.

Workers' Compensation: Statutory

Errors and Omission: \$1,000,000

General Liability: \$1,000,000

Automobile Liability: \$1,000,000

### F. Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

**"RFQ/P # 15-065-CW – Lighting Manager"**

Macon-Bibb County Procurement Department

682 Cherry Street

8<sup>th</sup> Floor

Macon, Georgia 31201

Telephone: (478) 803-0550

Submissions may not be withdrawn for a period of one hundred and twenty (120) days after the deadline on date of closing. Macon- Bibb reserves the right to reject any and all submissions and to waive technicalities and formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted by in response to the RFQ/P shall become the property of Macon-Bibb County.

## II. BACKGROUND

Macon-Bibb County Government (the “Municipality”) is soliciting Sealed Responses to establish a Best Value contract through competitive negotiation with a qualified Infrastructure Improvement Partner (the “Partner”) to provide all labor, materials, equipment, options for funding and on-going services for the design, implementation, installation, and maintenance of an energy efficient lighting solution for multiple phases of projects located within the municipality. The Partner must be the manufacturer of the lighting fixtures. The Partner shall also be responsible for the services to remove and lawfully dispose of all current lighting fixtures. It is expected that the contract costs will be off-set by the energy savings, unless separately agreed upon by the Municipality and the Partner on specific applications. For certain projects, the Partner will offer an energy savings guarantee for these services within a Master Service Agreement.

## III. SCOPE OF SERVICES

The selected Partner will work directly with Macon-Bibb County personnel to determine the current layout of lights throughout Macon-Bibb County.

Firm must have the ability to:

- Organize and carry out a comprehensive street lighting program for Macon-Bibb County.
- Develop a master plan for lighting solutions, upgrades, retrofits, replacements and other needed solutions.
- Analyze and evaluate street lighting conditions and make necessary calculations to determine the most suitable means of overcoming and existing undesirable street lighting situation.
- Estimate cost to the County for providing various upgrades, replacements, and retrofits.
- Operate as a project manager for installation of County approved solution(s).
- Manufacture and provide the lighting fixtures and controls.

## A. Project Goals

Through this RFQ, the Municipality seeks to receive Best Value by maximizing energy cost savings and minimizing life cycle costs of an energy efficient lighting and controls solution by contracting for the full scope of lighting operation services, including: audit; design, purchase, installation and modification of existing and new equipment that will reduce energy and operating costs associated with the lighting systems; as requested by the Municipality, in addition to a long-term operating, maintenance and capital improvement services to ensure system reliability.

The selected Partner shall provide the Municipality with the review of its current lighting systems in order to assist with the identification, design and implementation of capital improvements to reduce energy and related costs in the lighting system. The Partner will also offer maintenance services for the improvements and ongoing system operation and maintenance for a specified contract term. In seeking Best Value, the Municipality intends to shorten development process by having the Partner apply the same methodologies to subsequent project phases as project development continues within the Program.

The Municipality will obtain Best Value for all additional phases and maintains the latitude to negotiate costs with the selected Partner for these phases. Each project phase will be subject to review and approval by the Municipality prior to supplying the Partner any Notice to Proceed (NTP). The Municipality will be offered options for financing each phase of work including but not limited to Partner provided financing. The Partner shall inform and educate stakeholders including elected officials, Municipality staff, and the public about the project to address community concerns and ensure smooth implementation of the project.

## B. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ/P. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs. Upon award by Macon-Bibb County, the winning respondent and Macon-Bibb County shall negotiate and enter into a mutually acceptable documentation with respect to the partnership.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RFQ/P and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFQ/P or contract when deemed to be in the Owner's best interest.

Macon-Bibb County will consider only representations made within the submission in response to this RFQ/P. Owner will not be bound to act by any previous knowledge, communication or submission by the firms other than this RFQ/P.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". None responsive submissions will not be reviewed for potential award.

## C. Validity

No submission may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

## D. Surety

Whereas the anticipated contracted price exceeds \$5,000, the respondent to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one-hundred-percent (100%) of the contract price.

Bonding company/Surety shall be:

Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.

Licensed to do business in the State of Georgia.

## E. Payment Conditions

The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.

A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.

Change orders are issued for any variance from contract or plan sheets.

Any unauthorized work or material change will not be paid for unless a change order has been issued.

#### F. Excise Taxes

Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.

The Contractor shall pay all transportation charges.

Each respondent shall take this exemption into account in calculating his bid.

#### G. Respondent's Representation

Each respondent, by making his submission, represents that he has:

- Read and understands the requirements; and,
- No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

#### H. Document Discrepancies

Should the respondent find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.

Requests for Interpretations of Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to the due date of the submissions, email preferred, to [cwilmore@maconbibb.us](mailto:cwilmore@maconbibb.us).

Any subsequent instructions to respondents will be issued in the form of addenda to the specifications and sent to the respondent. All addenda shall be acknowledged in writing.

- Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
- Addenda will become part of the Contract Documents when the Construction Contract is executed.

#### J. Responsiveness

In order to be considered "responsive" the submission must include completed copies of the following documents:

- Lighting Management Fee Proposal Form (in a separate sealed envelope)
- Contractor Qualification Form
- Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Georgia Security and Immigration Compliance Act (E-Verify) Affidavit

## K. Responsibility

In order to be considered “responsible” the submitting firm must meet the following minimum qualifications:

- Minimum of Five (5) years of experience providing the services included herein with a demonstrated record of manufacturing and providing:
  - Architectural lighting for bridges and historic buildings
  - LED Tunnel Lighting
  - LED Street lighting and networked control systems
- Licensed to do business in the State of Georgia
- Financially and legally responsible to perform the services included herein
- Selected Partner must show evidence of considerable knowledge of the principles and practices of street lighting as related to the engineering, design, installation, and inspection of the lighting systems.
- Must show evidence of considerable knowledge of modern distribution and power systems.
- Must show evidence of considerable knowledge of historical lighting solutions.

## IV. WARRANTY

The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.

## **ROLES & RESPONSIBILITIES**

### **Municipality**

The Municipality anticipates providing high-level administrative, contract management, program design, and delivery oversight of the selected Partner. The Municipality will have a small and dedicated group of program managers to oversee Partner operations. As such, the Partner must be prepared to implement this Program in a predominately turnkey fashion. In summary, the anticipated roles and responsibilities for the Municipality are the following:

- Contract program oversight, management, financial planning, budgeting;
- Provide high-level guidance and direction to the Partner, including review and revision of the Partner’s proposed implementation plans and proposed milestones;
- Review and approve the Partner’s invoices and ensure program activities are within budget and on schedule;
- Review of the Partner’s maintained program tracking database for accuracy;
- Oversight and evaluation of program performance and recommend modifications to programs and approach on an as needed basis;
- Assist with providing provisions relative to local codes and ordinances;
- Perform periodic review of program metrics, conduct budget analysis, and review evolving program design.
- Provide ongoing oversight for continued operations and maintenance provided by the Partner for Program term.

### **Partner**

The selected Partner will assume responsibilities for all services in its proposal. The selected Partner shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement. The following is a high-level review of the Municipality’s expectations for Partner’s roles and responsibilities:

- Program financial planning and budgeting over term;
- Strict compliance with local codes, ordinances, and working regulations
- Obtain all necessary permits as required by final scope of work
- Provide detailed program design based on a turnkey delivery;
- Proposing and developing annual delivery plan, timeline and milestones;
- Conduct adaptive re-design analysis to optimize savings objectives, work with the Municipality to determine program implementation;
- Provide detailed implementation schedule for program;
- Provide ongoing maintenance of systems for Program term;
- Data tracking/reporting as directed by the Municipality;
- Provide training for the Municipality staff to help facilitate success and program coordination;
- Policy/strategy and implementation planning/updates with the Municipality energy efficiency program managers;
- Implement quality control processes for inspections;
- Assist the Municipality with stakeholder data requests and explanations, regulatory cases, utility rebates and support for hearings as needed.

- Provide access to implementation records for review as needed to ensure complete program assessment.

V. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of fifty (50) pages and must be organized in a manner to display the required information in easily accessible tabs labeled:

Attorney/Firm Background

- Letter of Interest
- Contact information (including address(es), telephone/Fax numbers, email, etc.)
- A brief history or background of the firm.

Past Experience and/or References Provided

- Resume(s) of key personnel
- Identify a project team, including an organization chart and description of each team member’s role in the process.
- Reference list (identify clients for whom similar services have been provided. Include contact, phone number, and email address, project description, and dates of completion).
- List of similar projects managed by the firm including demonstrated experience in:
  - Architectural lighting for bridges and historic buildings
  - LED Tunnel Lighting
  - LED Street lighting and networked control systems

Price Proposal

- A percentage fee based upon the solution cost as accepted by Macon-Bibb County. Will be calculated based upon the percentage fee in comparison to the available budget for this project.

VI. SCORING (total possible number of points = 100)

<b>Evaluation Factors</b>	<b>Points</b>
Local Preference	5
Experience and References	35
Displayed Understanding of Project Scope	30
<b>Sub-Total Points</b>	<b>70</b>

Pricing – Calculated using a standard formula	30
<b>Total Possible Points</b>	<b>100</b>

VII. AWARD BASIS

Award will be recommended to the respondent with the highest number of points.

## **DEFINITIONS**

Key Terms used within this contract are defined as follows:

(a) The term "solicitation" means "Request for Qualifications (RFQ)" where the procurement is negotiated.

(b) The term "Municipality" means the Macon-Bibb County Government established in 2014.

(c) The term "Partner" means the party (i.e., individual person or legal entity) that enters into a contract with the Municipality to provide supplies or perform services to fulfill the Municipality requirements.

(d) The term "Services" means the performance of work by an individual person or legal entity under Contract with the Municipality. Examples of services: installation of materials, maintenance, repair, servicing, salvage, modernization, or modification of supplies, systems, or equipment; routine recurring maintenance of real property.

(e) The term "Best Value" means a procurement process where key qualifying factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of project. It is the intent of this procurement that Best Value contracting allows for other factors, such as qualifications, schedule, strength of Partner, quality of products, and other performance-based criteria to be used in evaluation and selection.

(f) The term "Program" means the scope of services to be provided by the Partner that is to include funding, design, implementation, installation, and the ongoing maintenance of an energy efficient lighting solution for various projects located within the Municipality.

**Fee Proposal Form**

**15-065-CW Lighting Manager**

If authorized by the Owner to proceed with the project, the Lighting Manager will execute the work and be reimbursed for the actual costs of the project as well as a management fee. The fee shall be submitted as a percentage of the actual solution costs. If the Owner and Lighting Manager agree upon a Guaranteed Maximum Price, the Lighting Manager's fee shall be converted to a fixed dollar amount.

**Lighting Manager's Fee:** \_\_\_\_\_ % ( \_\_\_\_\_ percent)

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

Authorized By (typed name): \_\_\_\_\_

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

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