



**JEFFERSON
COUNTY SCHOOLS**

Mrs. Carita Venable, *President* | Mr. Oscar S. Mann, *Vice President*
Mr. Ronnie Dixon | Mr. Eddie Brown | Ms. Stephanie Floyd

Walter B. Gonsoulin Jr., Ph.D.
Superintendent

April 4, 2024

REQUEST FOR PROPOSAL #10-24

**Energy Management Conservation Program
Jefferson County Board of Education**

**Sealed PROPOSALS DUE ON OR BEFORE 9:00 a.m. Thursday, April 18, 2024
2100 18th Street South, Birmingham, AL 35209**

Contact:

**Jeff Caufield, jcaufield@jefcoed.com
Tracie Busby, tbusby@jefcoed.com, 205-379-2215**

TIMELINE

Deadline for Request for Clarifications/Questions	9:00 AM (CST), Wednesday, April 10, 2024
Target Date to Issue Responses to Questions	9:00 AM (CST), Thursday, April 11, 2024
Deadline for Proposal Submission	9:00 AM (CST), Thursday, April 18, 2024
Notice of Intent to Award Successful ESCO	April 25, 2024

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OVERVIEW

The Jefferson County Board of Education is seeking an energy management conservation program to provide qualifications from firms to deliver comprehensive energy conservation and management services at Jefferson County schools/facilities, including behavioral changes, and engineering and technology to assess ventilation and filtration conditions, and optimize existing HVAC systems as detailed in the attached scope of work.

The current program provides 2 full-time, on-site employees assigned to the board. Their main duties include checking buildings (primarily in unoccupied times) for any energy systems running outside of the programmed times (such as HVAC, plumbing, electrical, etc.). They also assist in troubleshooting potential energy issues. They provide us with technical support from engineers down to tech workers. In addition, they monitor our utility bills for any unusual spikes or usage, which allows the board to address a potential maintenance issue in a timely manner. They also provide a system to view historic usage amounts and rates. The board is not asking for this proposal to include any pricing for replacement/installation of mechanical equipment.

The requested services include behavioral changes, staff training, and engineering and technology to assess ventilation and filtration conditions and optimize existing HVAC systems. The submitting organization will provide services utilizing at least two on-site energy specialists, engineers, and other energy experts to supply ongoing services. The services will create healthier buildings, change the energy culture, and substantially reduce energy consumption without installing new HVAC equipment, lighting, or EMS controls. There are 57 schools within the district along with a Central Office and Maintenance/Transportation buildings.

CLARIFICATIONS/QUESTIONS

Any questions about this RFP shall be submitted in writing via email to tbusby@jefcoed.com on or before 9:00 AM on Wednesday, April 10, 2024. JEFCOED will provide responses to written questions in writing by email on or before Thursday, April 11, 2024. Any comments made or questions answered by JEFCOED staff or any of JEFCOED representatives during site visits cannot be considered as an official response from JEFCOED. Only the information provided in this RFP and clarifications provided in writing shall be considered as official communication from JEFCOED with respect to this RFP.

SUBMITTAL

Submit proposals in a sealed envelope stating the RFP #10-24. (Including outer packages such as DHL, FedEx, UPS, etc.) to: 2100 18th Street South, Birmingham, AL 35209. Electronic submissions will not be accepted.

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SCOPE OF WORK

1. Implement an organizational behavior-based energy conservation program that will not involve replacement or installation of new HVAC equipment, lighting or EMS/BAS controls
2. Provide two or more on-site vendor employed Energy Specialist(s) with salary and benefits costs.
3. Provide a proven process that monitors EMS/BAS data, monthly bills and interval data for energy savings opportunities in real time, backed up with regular/periodic building audits.
4. Provide cloud-based energy management platform with the following capabilities:
 - Real-time energy monitoring system with data analysis and alert system for meters with interval data as well as traditional meters
 - Mobile tracking of all district utility meter billing, interval meter billing, EMS data and audit data as well as energy program savings reports and dashboards
 - A user-friendly simulation tool to build facilities-based energy models for each building or campus, allowing organization to predict the energy impact of various future potential infrastructure or building use scenarios
 - Fault detection capabilities for diagnosing, adjusting and optimizing HVAC equipment
 - Remote and onsite support from energy experts and engineers
 - Tracking of utility usage by meter in both dollars and consumption and be able to accurately measure energy savings from the program
5. Expertise to guide organization in safe building operations consistent with applicable CDC and ASHRAE guidelines
6. Provide training for organization's maintenance and operation team as requested
7. Ventilation and filtration expertise
8. Assist organization in earning recognition from ENERGY STAR and other national organizations
9. Evaluate and provide consultation on:
 - Existing building specifications and system needs and/or upgrades
 - Cost/benefit analysis for potential equipment upgrades
 - Best practice recommendations for energy efficiency in new construction
10. Include a comprehensive description of available staff and equipment to address issues 24/7/365. Include response times to initiate, dispatch and respond to issues.
 - Include guaranteed response times.
 - Provide escalation procedures.

List of Schools can be located on the Jefcoed webpage: www.jefcoed.com

SUBMISSIONS

This section of the RFQ establishes certain standards of experience and financial capabilities for a Respondent to be deemed qualified by the Board. Qualifications that do not meet the prescribed standards will be considered by the Board to be non-responsive. The Board, at its sole discretion, will decide if a Respondent meets the standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

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- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Respondents must have been in business for a minimum of five (5) years.
- B. Provide the business history of the primary Respondent. Include any changes in the Respondent's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent's corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Board currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. Identify any Sub Respondents, if any, who will perform work on this project. The Board retains the right to reject any and all proposed Sub Respondents. This provision applies through the term of the contract.
- G. State your relevant prior experience where similar projects have been completed, including a list of at least three (3) clients served during the past five (5) years, complete with names, addresses and telephone numbers of contact persons for each.
- H. Overview: Describe how your company plans to meet the project scope and services. The plan should explain the technical approach, methodology, specific tasks and activities that will be performed by your company:
 - a. Program Approach - Respondents shall detail its Program Approach to organizational behavioral energy conservation.
 - b. Implementation Plan - Respondents shall provide a typical Implementation Plan, including the following minimum elements:
 - Timeline
 - Communications Plan
 - Respondent Primary Contact
 - Training
 - Reporting
 - End of Term Options
 - Proprietary Technologies (if any)
 - Energy Conservation Measurement & Verification Tool (s)

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- I. Respondents shall provide an overview of their proposed documentation and deliverables for the project with their proposed submission materials.
- J. Respondents shall provide documentation regarding all proposed system testing procedures.
- K. Describe any available technical support services and provide the proposed cost associated with each service. If there are different levels of support services, please describe each level and list the services included.
- L. Respondents shall submit resumes for each proposed Energy Specialist and staff associated with the project design, implementation, and support.
- M. Respondents shall submit an overview of cloud-based analytics solution and web-based energy accounting software that calculates energy savings. Any software charges should be included in the pricing as the Board should not have to incur software costs.
- N. Respondents shall include in their submissions a comprehensive description of available staff and equipment to address issues 24/7/365. Include response times to initiate, dispatch and respond to issues.
 - Include guaranteed response times
 - Provide escalation procedures

EVALUATIONS

Candidates will be evaluated based on, but not limited to, the criteria below:

- Effectiveness of the proposed solution(s) to support the needs and quality of the implementation plan.
- Documented history of savings achieved through organizational behavior energy conservation.
- Experience working within school districts that are of similar size and working with its utility companies (pole owners).
- Qualifications and demonstrated specialized experience of the proposed team, and the capacity and capability to complete the project within reasonable timeframes.
- Ability to support the proposed system in a timely manner as described in the Scope of Work.
- References and examples of present/past work in other school districts similar to Jefferson County.

In addition to the data and documentation submitted in response to this process, the Board reserves the right to make an on-site inspection and evaluation of any facility at which the firm has provided similar services. If the Board chooses to exercise this right, the Respondent shall provide a representative, with or without notice, to accompany the Board or its representatives on any on-site inspection. The inspection may not be limited to one facility.

CONTRACT PERIOD

The term of the contract shall be for a period of three years from date of award, with an option to extend an additional two years with written agreement from both parties. Please include any costs associated with annual renewals, not exceeding a five year contract/agreement. The contract may be canceled with a thirty-day prior written notice.

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EVALUATION OF PROPOSALS POINT VALUE

The Board will evaluate submissions based on:	
Annual Pricing (other associated costs)	30
Experience working within the State of Alabama and working with its utility companies (pole owners)	20
Effectiveness of the proposed solution(s) to support the needs and quality of the implementation plan along with qualifications and demonstrated specialized experience of the proposed team, and the capacity and capability to complete the project within reasonable timeframes.	15
Documented history of savings achieved through organizational behavior energy conservation.	15
Qualifications and demonstrated specialized experience of the proposed team, and the capacity and capability to complete the project within reasonable timeframes.	10
References and examples of present/past work in other school districts	10

Quote Form/Pricing

Annual Cost of Services \$ _____
 (Itemize all costs associated with the total annual cost)

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: _____ LOCAL CONTACT PERSON: _____

CELL PHONE: _____ EMAIL ADDRESS: _____

 PRINTED NAME AND TITLE OF COMPANY OFFICIAL

 SIGNATURE OF COMPANY OFFICIAL DATE

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REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____

Future Services for other Jefferson County Schools

The Jefferson County School Board may have additional, new locations that need to have services in the future. Any pricing quoted in this RFP must be valid for any additional schools added during the life of this contract.

Right to Reject

The Board reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Jefferson County Board of Education. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract.

The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Jefferson County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Jefferson County School Board.

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Billing/Invoicing:

Payment Procedures/Terms

- All orders must be initiated with a purchase order. No backorders allowed, as specified on purchase order. Purchase orders are mailed unless otherwise instructed.
- Vendor is expressly prohibited from the exchange of goods without approval of the assistant director of accounts payable. Return of goods to suppliers should be adequately controlled by the issuance of a credit memorandum sent to the Jefferson County Board of Education.
- It is customary that payment terms will be Net 30 days from invoice date. However, because of the volume of purchases by the Jefferson County Board of Education, and certain down times, such as Christmas holidays, spring and fall breaks and summer vacation, occasionally 45 days from invoice date will be necessary to process payment.
- Vendor will be responsible for disclosing in their bid their acceptance of these terms. Checks will be mailed to the address furnished by the vendor and cannot be picked up at the central office except as approved by the Finance Director.
- Any problems with collection of payment should be addressed to the Assistant Director of Accounts Payable at 205-379-2108. By submitting a signed proposal for this bid, the vendor is acknowledging acceptance of these payment procedures/terms.

Immigration Law Compliance. Agency represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an “unauthorized alien,” as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the “Act”) and (b) during the performance of this Agreement, it shall participate in the E-Verify program as required under the terms of the Act; it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement (with or by obtaining an affidavit from such contractors) providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act; and if it is found to be in violation of this provision, Agency shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

Entire Agreement. This Agreement constitutes the entire contract between the agency and school board regarding the services covered under this Agreement, and will supersede any prior agreements between the parties for the same services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

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Invalid Provision. In the event that a provision of this Agreement is held to be invalid, the remainder of this Agreement will remain in full force and effect.

Confidential Information. Each party agrees to use its best efforts to prevent and protect the other party's Confidential Information, as hereinafter defined, from disclosure to any person other than its employees or agents having a need for disclosure in connection with the provision of services under this Agreement. Confidential Information includes, but is not limited to, costs, profit and margin information, financial information, and client lists, regardless of whether such information is designated as Confidential Information at the time of its disclosure. Confidential Information shall not be deemed proprietary and the receiving party shall have no obligation with respect to such information where the information: (a) was known to the recipient prior to receiving the Confidential Information from the other party; (b) has become publicly known through no wrongful act of the recipient; (c) was received by the recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; (d) was independently developed by the recipient without use of the Confidential Information; or (e) was ordered to be publicly released by the requirement of a government agency. Each party agrees that all Confidential Information shall remain the property of the disclosure. Nothing contained herein shall be construed as granting or implying any transfer of rights to the recipient in the Confidential Information. This clause shall survive termination of the Agreement.

Notwithstanding the provision immediately above, the agency acknowledges that the BOARD is a governmental entity that may be obligated to disclose information to third parties pursuant to the public records laws of the State of Alabama. Therefore, notwithstanding any provision in this Section or Agreement to the contrary, to the extent that the BOARD determines, in the exercise of its reasonable discretion, that the disclosure of Confidential Information is required by state law, it does not commit to keep confidential all Information that agency may designate or consider to be Confidential. However, if agency designates information as "Confidential," before making any disclosure of that information to a third party who requests its disclosure, the BOARD will notify the party requesting disclosure of desire to protect the confidentiality of the that Information, and promptly notify agency so that it, at its expense, will be afforded an opportunity to oppose the disclosure.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the Jefferson County Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL ADDRESS: _____

DEVIATION FORM

In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

Authorized Signature

Title

CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Organization Name Street Address City, State, Zip

Name and Title of Authorized Representative

Signature Date

CERTIFICATE OF NON-COLLUSION

THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:
This RFP is the result of independent consideration and no other bidder or competitor has been involved.

The contents of this RFP have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.

There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.

The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signer if violations occur.

Organization Submitting Proposal

Date

Name of Signer (Print Name)

Authorized Signature