

Request for Proposal

Solano Community College District
Lighting Energy Efficiency Project Implementation
Fairfield, California



Request for Proposals
OCTOBER 10th, 2013

I. NOTICES**A. Statement of Proposal**

NOTICE IS HEREBY GIVEN that Solano Community College District of Solano County, California, hereinafter referred to as the District, will receive up to, but no later than **November 6th 2013**, a Statement of Proposal (SOP) from qualified ESCO firms for “**Lighting Energy Efficiency Project Implementation**” Services, proposing their firm as best qualified to provide above mentioned services.

Interested ESCO firms (VENDORS) should mail or deliver one (1) unbound original, Statement of Proposal, as described further herein, five (5) bound copies, and an electronic flash drive copy of the completed SOP in a sealed envelope or box identified as “**RFP SOLANO COMMUNITY COLLEGE DISTRICT, LIGHTING ENERGY EFFICIENCY PROJECT IMPLEMENTATION**” with the Respondent's name and address clearly indicated to:

Solano Community College District
Attn: Laura Scott, Purchasing Department
360 Campus Lane, Suite 201
Fairfield, CA 94534

Refer to District web site <http://www.solano.edu/purchasing/> for RFP documents and requirements.

Mandatory Pre-Proposal Conference: A mandatory pre-proposal conference will be held on **October 22nd, 2013**, at 10am until 12pm, in Building 400, room 446, 4000 Suisun Valley Road, Fairfield, California 94534. This conference will provide an opportunity to discuss and clarify this Request for Proposals (RFP), submission requirements and will include a tour of the site and each building mentioned in this RFP. Additional information may be provided at the District's website (<http://www.solano.edu/purchasing/>). However, nothing said or represented during this conference shall be deemed to modify the requirements of this RFP unless followed by a written addendum. Individuals attending the mandatory pre-proposal meeting must be employees of the firm who will sign the contract with SCCD.

VENDORS may submit written questions from **October 10th, 2013, through October 30th, 2013**. All communications must be in writing only, submitted by electronic mail, directed to the address and contact person listed below. No oral questions or inquiries of any kind or contact with board members or SCCD staff will be allowed. Written questions received by 5:00 PM on **October 30th, 2013** will be answered in writing and returned to all teams by **November 1st, 2013**. Anonymity of the source of specific questions will be maintained in the written answers. Written questions received after **5:00 PM, October 30th, 2013** will not be accepted. Questions must be submitted in writing, via e-mail, to:

Lisa Dixon, Field Office Manager,
Kitchell CEM

ldixon@kitchell.com

No telephone calls please

B. Additional Site Investigation

If a VENDOR needs additional access to the site, submit a written request to Kitchell CEM via the email below. Access will be provided through **October 25th, 2013**. Arrangements must be made sufficiently in advance of that date in order to be accommodated.

Ines Zildzic, Program Manager,
Kitchell CEM
izildzic@kitchell.com

C. Addenda

Written addenda will be e-mailed by close of business on November 1st, 2013, return receipt requested, to each VENDOR. SCCD will not be bound by any oral representations, clarifications, or changes made to this RFP unless provided to all VENDORS in written addenda form.

D. Technical Review

After receipt of the proposals, the SCCD Proposal Evaluation Team shall conduct a review of the proposals. During the Technical Proposal Evaluation, it may become necessary for the Evaluation Team to issue Requests for Clarification to the VENDORS. These requests may be necessary to enable the evaluators to best understand the VENDORS response(s). Requests for Clarification may be in the form of a written request issued by the Evaluation Team.

E. Proposal Interviews

It may also be necessary at the discretion of SCCD to conduct individual interviews with one or more of the VENDORS who submitted proposals. The vendors will be notified of the time and exact location in advance of any interview.

The purpose of this interview is to confirm information provided in Proposals submitted by the Vendors. This will also be another opportunity for Technical Proposal Evaluators to request additional clarifications. In these interviews, the Vendor may expand on the information provided in their proposal, and will respond to questions from the Selection Committee. Each Vendor shall have their proposed project manager, site superintendent and other key personnel assigned to the project as shown on the organizational chart present as the primary representatives during this process.

F. Restrictions on Lobbying and Contacts

For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract(s), no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the SCCD's Governing Board, selection members, or any member of the Citizens' Oversight Committee, or with any employee of SCCD except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the architectural services entity submitting a SOP.

G. Limitations

SCCD reserves the right to contract with any entity responding to this RFP. SCCD makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. SCCD shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the contract, if at all, is at the sole discretion of SCCD.

SCCD reserves the right to reject any or all SOP, to waive any irregularities or informalities not affected by law, to evaluate the SOP submitted, and to award a contract, if any, according to the SOP which best serves the interests of SCCD at a reasonable cost to SCCD.

H. No Discrimination

SCCD hereby notifies all VENDORS that it will affirmatively insure that, in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability on consideration for the award.

END OF SECTION

II. PROJECT OVERVIEW

A. Contract Scope

Solano Community College District (SCCD) is seeking proposals from interested and qualified Energy Services Companies (ESCOs) only, hereinafter referred to as VENDOR, to implement the following Energy Efficiency and Conservation projects for the SCCD:

- 1. Lighting efficiency upgrade throughout SCCD facilities involving approximately 1,200+ LED exterior lighting fixtures and 300+ occupancy sensors. See attached "Exhibit A" for scope of work.

F. Project Cost

It is anticipated that this project will cost approximately \$800K. The funds for the project will be provided by SCCD. Only VENDORS who have experience in providing services on projects of this size or above will be considered.

Only submissions by qualified VENDORS, recognized by the State of California to execute guaranteed performance contracts, will be considered. Responses from other parties shall not be considered.

SCCD prefers VENDORS who are not affiliated with any specific product line or brand, who have the ability to provide the SCCD with the highest quality and most efficient products at the best possible price.

G. Schedule

The Lighting Energy Efficiency Project building and Site Improvements shall be completed no later than **March 31st, 2014**. To support this scheduled completion date, the following schedule is established for the VENDORS. SCCD reserves the right to modify this schedule at any time.

REQUEST FOR PROPOSALS

| | |
|--|---|
| Issue RFP Documents..... | October 10th, 2013 |
| Mandatory Pre-proposal Conference/Site Walk..... | October 22nd, 2013 |
| Question and Answer Period | October 10th, 2013 – October 30th, 2013 |
| Proposals Due..... | November 1st, 2013 |
| Interviews if Needed.(Last Date)..... | November 8th, 2013 |
| Vendor Notice of Intent to Award | November 20th, 2013 |
| Notice To Proceed | November 29th, 2013 |

POST-CONTRACT AWARD

| | |
|--|-------------------|
| Submittals for Lighting and Sensors..... | January 3rd, 2014 |
| Lighting Project Completed..... | March 31st, 2014 |
| Final Acceptance..... | April 11th, 2014 |

H. Roles and Responsibilities

The roles and responsibilities of the SCCD and the VENDOR are summarized below and set forth in detail in this RFP.

1. VENDORS Responsibility:
 - a. The VENDOR, including VENDOR'S designees, selected for contracting services shall be responsible for the design, procurement and implementation of the lighting energy efficiency project at SCCD facilities. An engineering design where required, and financial analysis of the lighting retrofit for SCCD's facilities shall also be included in the scope of responsibilities. Timely implementation of this project is of the essence VENDOR shall also be responsible for obtaining all declared rebates from the public utility (PG&E) or any other declared source naming the SCCD as the Payee.
 - b. VENDOR shall be responsible for the generation of all bid documents and the bid management process for any subcontractors hired by VENDOR for this project.
 - c. VENDOR understands they are proposing a complete turn-key project, inclusive of all trades and components necessary to provide a quality installation to SCCD standards. VENDOR also understands VENDOR'S proposed costs represent the total cost for all services provided including materials, labor, taxes, delivery, Payment & Performance Bond and any other ancillary charges that may be incurred, including removal and disposal of all replaced components.
 - d. VENDOR shall be responsible for maintaining a safe work environment for their employees and subcontract employees to OSHA standards at all times. VENDOR shall maintain a clean and orderly jobsite and shall stage all components in order to minimize disruption of College operations.
 - e. VENDOR shall maintain a sufficient work force and equipment to adequately service the requirements of the SCCD and to remain within approved construction schedules. A qualified supervisor or designated lead person with the ability to communicate with SCCD staff in English shall be at each work site during all periods in which VENDOR or its designees are providing services.
 - f. VENDOR shall indemnify and hold harmless the SCCD against all liability and property damage for actions connected to the VENDOR's work for the SCCD.
 - g. Prior to award of a contract, VENDOR shall provide SCCD with a 100 percent project value bond for its faithful performance and a

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100 percent project value for labor and materials (a.k.a. payment bond).

- h. The successful VENDOR shall procure and maintain in effect during the life of the agreement commercial general liability insurance in amount not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, comprehensive automotive liability insurance in amount not less than \$1,000,000, and workers compensation insurance in accordance with the Worker's Compensation Act of the State of California to adequately protect the interests of SCCD for all labor employed by the contractor. In addition, professional liability insurance coverage shall be in force according to the requirements for engineering design work in the State of California.
- i. Evidence of required bonds and insurance shall be presented prior to commencing work. Insurance policies to be carried under the agreement shall not be changed or canceled without prior written notification to the SCCD throughout the duration of the Project.
- j. Time is of the essence for all Work under the contract. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Design-Builder's delay; therefore, Design-Builder agrees that it shall pay to the District the sum of \$250 per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved. It is hereby understood and agreed that this amount is not a penalty.
- k. In the event that VENDOR fails to correct a performance deficiency within 48 hours of SCCD notification, excluding weekends, SCCD may, without prejudice to any other remedy, (1) withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss or (2) make good such deficiencies and adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies.
- l. VENDOR shall be responsible for scheduling work between 8am and 5pm Monday thru Friday where possible. The majority of Contractor's work shall occur so as not to cause any disruption to College services or SCCD staff during normal work hours. Work may have to occur before 8am or after 5pm and on weekends in certain circumstances to reduce the effect on college operations. No additional cost will be incurred by SCCD due to work done outside normal work hours. VENDOR shall also be responsible for coordinating scheduling with the SCCD. VENDOR shall provide a construction schedule acceptable to the SCCD prior to the commencement of any work. Two week look ahead schedules

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shall be provided to SCCD so that sufficient time is available for SCCD to coordinate any required rescheduling of college activities.

- m. VENDOR shall provide the SCCD with its method of assuring the SCCD that it will incur all stipulated savings for each specific project as noted through its engineered energy analysis as documented by the VENDOR on "EXHIBIT B".
 - n. It is understood and agreed that the VENDOR and its subcontractors shall pay its employees and/or subcontract workers in accordance with the provisions of Section 1770 *et seq.* of the California Labor Code.
 - o. The VENDOR shall obtain all required permits.
2. SCCD will provide:
- a. VENDOR access to all facilities covered by the contract.
 - b. VENDOR access to all required work areas to perform the task.
 - c. SCCD staff shall be available to VENDOR during normal work hours for consultation and clarification of task assignments.
 - d. Any hazardous material survey information that affects the VENDORS work.
 - e. A review of design documents, submittals and construction progress by SCCD staff and Construction Project Management consultants for adherence to contract terms.
 - f. Building Department and Fire Department Inspection.
 - g. Progress payments for design and construction.
 - h. Payment of Permit and inspection fees.
 - i. Access to record drawings of existing buildings.

I. Contract Type

This contract will be covered by California Government Code section 4217.10 *et seq.* District intends to issue a copy of the contract as Addendum 1 within five (5) business days. VENDORS must thoroughly review the contract included herewith and must identify any term or condition of the contract which the VENDOR requests modifying or deleting existing provisions or adding new provisions. VENDORS must set forth a clear explanation of what modification would be sought and specific alternate language. SCCD will review but is not

obligated to accept any proposed changes.

J. Substitutions

The materials, products, systems, sub-systems and components described in the exhibits and SCCD standards shall establish the minimum standards of required performance, function, appearance and quality to be met by each submittal. VENDORS are encouraged to exceed the specified minimum requirements within the approved contract amount and note it as added value. Products that are equal to those shown will be acceptable to SCCD

Any substitution or exception request must be submitted in writing to SCCD during the formal question and answer period. Failure to make such written request is at the sole and exclusive risk of the VENDOR. Substitutions or exceptions not authorized by SCCD will not be allowed.

Products or workmanship described or included in VENDOR'S proposal which exceed the minimum requirements of these RFP documents are binding on the VENDOR and shall not be eliminated, modified, or substituted for in any way unless specifically approved in writing by the SCCD.

K. Reservation of Rights

This solicitation does not commit SCCD to enter into an agreement, to pay any costs incurred in preparation of any response to this RFP, or to procure or contract for services or supplies. SCCD reserves the right to accept or reject any or all submittals, to enter into a contractual agreement with any qualified VENDOR or agent thereof, and to cancel in part or in its entirety this solicitation if it is most advantageous and in the best interest of SCCD to do so. SCCD reserves the right to require any VENDOR to submit additional design and construction information, technical information or revisions to its submittal as may be needed to ensure the project conforms to all design, program and performance criteria included in this RFP.

Any proposal submitted by a VENDOR who has not attended the mandatory pre-proposal meeting shall be rejected.

SCCD reserves the right to reject a submittal if it is not in full and complete compliance with the requirements and formats specified in this RFP, to reject a submittal which omits or fails to complete any portion of the required documents, to reject a submittal which is in any way incomplete or irregular, or to reject a submittal upon evidence of the VENDOR having engaged in any communication, contact, or other activity prohibited by this RFP.

SCCD reserves the right to waive any informality or irregularity in any submittal received, to reject any or all submittals, to re-solicit for submittals, and to accept the submittal which, in its sole judgment, is most advantageous to SCCD and in SCCD's best interest.

SCCD reserves the right to publicly display any information, proposal or other

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materials submitted by any VENDOR in response to this RFP. Any language purporting to render all or portions of any proposal confidential or proprietary shall not be binding on SCCD.

END OF SECTION

III. SUBMISSION REQUIREMENTS**A. Modification of Submittal**

Prior to the time and date for receipt of proposals, a proposal may be modified upon written notice to SCCD; provided, however, the modified proposal is received by SCCD by the submittal delivery date specified herein. After the specified delivery date, a proposal may not be modified. It is the sole responsibility of the VENDOR to ensure that the modified submittal is received by SCCD no later than the submittal delivery date and time specified herein.

B. Form and Style of Submittal

Submit documents as indicated in this RFP. Any delineation or alteration of forms, material, or figures inserted by the VENDOR must be initialed by the party under whose name and signature the submittal is made. The submittal shall not and may not qualify the requirements of this RFP, including design, performance, and program requirements, in any manner.

Failure to provide all required data, forms, and documents may cause the proposal to be rejected by SCCD and result in disqualification of the VENDOR.

C. Bound Volumes

Submit documents in an 8-1/2" x 11" loose leaf 3-ring hard cover binder, with tabs and an index. Firms are required to submit a Statement of Qualification in writing (1) unbound original, five (5) bound copies and an electronic flash drive copy of the completed SOP. Each submittal shall be limited to a maximum of thirty (30) pages (double sided counts as two pages), excluding covers and tabs, and shall be organized in accordance with the following outline. SCCD will allow a maximum of 5 exhibits sized to 11' X 17" to clarify any data within the 30 page limit.

1. **Cover Letter:** The cover letter shall provide a statement accepting the terms of this RFP or noting specific exceptions taken to any of the terms and conditions specified in this RFP. The names, telephone/fax numbers and email address of person(s) authorized to provide any clarification requested. The letter must be in the name of and signed by the legal entity that will execute the VENDOR contract.
2. **Table of Contents:** Include a detailed table of contents for all sections of the submittal.
3. **Executive Summary:** Responses shall include an abstract of no more than two (2) pages on the VENDOR'S unique qualifications and services. Highlight any added value that VENDOR is proposing above and beyond that shown in this RFP.

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4. **Background:** VENDOR shall submit a description of the firm's organizational structure, history and legal status (i.e., partnership, corporation, etc.). Provide general information on the responding firm, including; name, business address, local telephone number, officers of the firm, and contact person for this project. Indicate the age of the company, number of years in performance contracting, number of guaranteed performance contracts, and the firm's approach to performance contracting. Clearly state VENDOR's qualifications and ability to provide the services specified in this RFP. Also include a complete description of the firm's local branch or office service strength and capabilities. In the cost proposal envelope provide the financial statement for 2012.
5. **Project Team:** Provide an organizational chart of the project team. Provide a list of the personnel to be used on this project, the company who they work for, their education and how long they have worked for the company. A one page resume including, experience, and any other pertinent information shall be included for key team member assigned to this project. The project manager who will be responsible for overall management shall be shown first followed by the superintendent who will manage on site day to day activity. Key team members will be shown next.
6. **References:** The VENDOR shall include five (5) references which shall indicate the prior relevant work experience of the prime contractor and major sub-contractors of a type and size similar to the one being proposed on. Provide the references, organization, name, title, phone number and address. References shall be from clients who can verify the type of contract and work performed. The references should be notified in advance of SCCD calling them and be able to answer the following questions:
 - a. What type of contract did the VENDOR have with the reference?
 - b. Did the contract include energy and cost saving performance guarantee?
 - c. Did the contractor perform the work on time?
 - d. When was the contract started and completed?
 - e. What was the initial cost of the work?
 - f. What was the final cost and % of change orders?
 - g. What was the payback calculated to be and is the reference on track to achieve the payback stipulated?
 - h. Did the contract include both energy and O&M savings?
 - i. Did the scope of work include lighting retrofits?
 - j. Was the contractor easy to work with?
7. **Experience:** Include 5 projects from the VENDOR and 2 projects from each of the VENDORS major sub-contractors that show the experience of providing the services outlined in this RFP. At least three (3) of the VENDORS projects shall be from campus style

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education facilities. The selection criteria are shown in section IV "Evaluation & Award". Experience at California Community Colleges will score higher points in this category.

8. **Technical Approach:** Provide a detailed description of how the VENDOR would approach the following:
- a. Indicate the VENDORS approach to verifying the scope of work shown in section II.A.1 and exhibit A contained in this RFP document, describing in narrative format the systems, subsystems, materials, equipment, and design solutions incorporated therein, including the intended approach to coordinating / integrating various systems
 - b. Indicate the VENDORS approach to the design of improvement measures and a comprehensive solution that addresses all aspects of energy and operating costs.
 - c. Indicate VENDOR's approach to projecting the energy savings associated with each energy conservation measure and documenting it in accordance with "EXHIBIT B". Describe the methodology, formulas, and reporting of energy savings. Describe the processes and tools used to effectively project energy savings.
 - d. Describe how your projections are validated by PG&E for rebates and how you ensure that the equipment used on this project meets PG&E rebate requirements.
 - e. Indicate the VENDOR's approach to managing the project and sub-contractors
 - f. Provide a design and construction plan for each project, including a schedule that shows milestone activities, that indicates how the VENDOR proposes to complete the scope of work. Indicate methods used to accelerate the schedule where possible and any additional cost that may result from an accelerated schedule.
 - g. Describe the various responsibilities and coordination of your team members for effective project management.
 - h. Describe the measurement and verification (M&V) plan the VENDOR proposes to use for this project and why.
 - i. What responsibilities would SCCD staff incur during construction?
 - j. Provide detailed information on the training programs available to in-house maintenance personnel, including course content, location, schedule, and number of trainees. The respondent may also include programs available for promoting energy awareness among SCCD staff.
 - k. SCCD are extremely interested in providing student interaction and involvement with this project during design, construction and measurement and verification. VENDOR to provide information on how they would involve students in this project.

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9. **Financial Approach and Savings Guarantee:** Provide a detailed description of how the VENDOR would approach the following:

- a. Provide a copy of the performance guarantee that guarantees the construction cost, energy and cost savings shown in "EXHIBIT E". List all assumptions made with regard to the guarantee.
- b. What responsibilities would SCCD staff incur once construction is completed and how does the guarantee provisions of the contract affect them?
- c. What restrictions on lighting and schedules will be assumed when projecting the savings and how much flexibility will SCCD have on adjusting these factors in the future.
- d. Provide a description of the methods used to establish the baseline energy usage for the facility and future energy usage for the facility from which the energy and cost savings will be established.
- e. Describe what risks could occur that would prevent SCCD from achieving the energy and dollar savings proposed.
- f. Describe how you project the annual operation and maintenance savings as a result of implementing this project.
- g. Provide a list of the potential federal, state, utility and manufacturers rebates that will be sought for this project.
- h. Describe any enhancements the VENDOR would offer SCCD to either reduce cost, increase energy savings or reduce O & M costs.

10. **Declaration:** A declaration (Exhibit D) that the VENDOR will guarantee the savings and costs in the time frames shown in the proposal shall be signed and included in the proposal. The declaration also includes that the entire proposal shall be valid for a period of ninety (90) days following the submittal date of the proposals.

11. **Designated Subcontractors:** The VENDOR shall provide a list of Designated Subcontractors.

12. **Litigation:** Indicate any pending, mediated and settled litigation issues and any current litigation issues that the VENDOR and any of the major sub-contractors have had within the past 10 years.

13. **Insurance Requirements:** Provide proof that the VENDOR can provide the insurance requirements listed in section II.H.1.h if awarded the contract.

14. **Other Information:** The VENDOR may include in this section of the submittal any additional information it deems appropriate, intended to clarify its Proposal, if such information will enable the SCCD and the

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Selection Committee to more fully review and evaluate the submittal. The format and content of such information is at the option of the VENDOR provided it is no larger than 8-1/2" x 11" or is bound into the document and folded to 8-1/2" x 11".

Additional information relating to the qualifications or experience of the VENDOR or any of its members, other than that specifically requested as relates to designated subcontractors, shall not be included in this section of the submittal.

D. Cost Proposal

A cost proposal shall be contained in a separate, sealed envelope marked **"COST PROPOSAL"**

Proposals shall clearly state the cost of all services, including projected savings, paybacks and potential rebates. This information shall be shown on the cost proposal form **"EXHIBIT B"**

Certain lighting issues may arise during construction that were not previously identified. SCCD require a unit cost be provided with the cost proposal. Complete **"EXHIBIT C"** and enclose in the cost proposal envelope.

The quality of the products being offered to SCCD is extremely important and must meet SCCD standards. Within the cost proposal provide a list of the manufacturers that are being proposed to be used for major cost items such as lighting types and sensors.

The final costs shall include all tasks and components to provide a complete, high quality, and turn-key installation to SCCD Standards. It is assumed SCCD shall bear no further costs for any change orders, oversights, miscalculations, omissions or mistakes. All additional charges shall be borne by the vendor. SCCD will add a 10% contingency to the VENDORS price to address any unforeseen conditions. Approval by SCCD will be required prior to the use of these funds. The balance of the funds will be returned to SCCD after project completion.

Include in the cost proposal evidence that the VENDOR can obtain payment and performance bond for the amount of the contract. Indicate bonding company that the VENDOR may use. Upon notification of award the successful VENDOR will be required to obtain a payment and performance bond for the contract amount.

Include one (1) copy of the Proposal Forms along with the VENDORS security of bid bond, cashier's check, or certified check in the amount equal to ten percent (10%) of the project cost. If in the event the selected VENDOR chooses not to contract with SCCD for the design and construction of the project, the VENDORS security will be forfeited.

END OF SECTION

IV. EVALUATION AND AWARD**A. Selection Committee Members**

A Selection Committee composed of at least 5 members will be appointed with responsibility to review submittals and select the VENDOR to be awarded the contract.

B. Presentation to Selection Committee

One or more VENDORS may be given an opportunity to present its Technical Proposal to the selection committee if the selection committee feels it is necessary for clarification of proposals. The presentation should address issues such as:

- The qualifications and expertise of the VENDOR and designated subcontractors;
- An overview of how the VENDOR will guarantee the savings and any risks associated with the guarantee;
- How the VENDOR intends to meet the requirements of the RFP;
- Review of the VENDORS proposed Design and Construction Management Plan;
- Review of enhancements included in the bid amount to improve the value of services to SCCD.

The presentation shall be limited to materials included with the submittal. A maximum of thirty (30) minutes will be allowed for each presentation, followed by a twenty (20) minute question and discussion period. During the question and discussion period, clarification questions from the Selection Committee regarding the submittal may be directed to the VENDORS but no modification to the submittal will be allowed.

C. Basis for Selection

The Selection Committee will rank/score each Proposal based upon the criteria established in these RFP documents. The following **two primary areas of evaluation will be considered – each of equal importance.**

1. Qualifications and Methodology
(Percentage of Total Score - 50 %)

The manner in which the VENDOR has structured its team to deliver the project in an effective, efficient and collaborative manner and the methods used to implement the project. This shall include, but is not limited to the items in Table A below:

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| Table "A" Qualification & Methodology Response | |
|---|---------------|
| Experience & Background | Points |
| Firm background | 10 |
| Project manager | 10 |
| Superintendent | 10 |
| Key team members | 10 |
| References | 20 |
| Experience with community colleges | 20 |
| Experience with other campus facilities | 10 |
| Technical approach | |
| Lighting and sensor retrofit | 10 |
| Energy savings and rebates plan | 15 |
| Design & construction plan | 10 |
| Project management plan | 10 |
| Accelerated Schedule | 5 |
| Measurement and verification plan | 10 |
| Training programs | 5 |
| Student Interaction | 5 |
| Chart "A" Total | 160 |

Each category will be evaluated and awarded points up to a maximum of 160 points as follows:

- Below Average 0 – 80 of the available points.
- Average 80 – 120 of the available points.
- Excellent 121 – 140 of the available points.
- Superior 141 – 160 of the available points.

2. Financial Approach, Savings Guarantee and Best Value:

(Percentage of Total Score - 50 %)

The cost of construction of the project, energy, operational and maintenance savings as well as payback in years will be scored. The degree to which the VENDOR provides operational, functional, sustainability and schedule enhancements as described in these RFP documents will also be scored. Also proposed enhancement "Best Value" will be evaluated and awarded points up to a maximum of 10 points as follows: This shall include, but is not limited to the items in Table B below:

| Table "B" Cost, value & quality enhancements. | |
|--|---------------|
| Financial Approach | Points |
| Performance guarantee | 20 |
| SCCD responsibilities and restrictions | 15 |
| Baseline energy, future energy and cost savings | 25 |
| Risk analysis | 15 |
| O&M savings | 15 |
| Rebates | 10 |
| Proposed cost | 45 |
| Payback | 25 |
| Best value Enhancements | 10 |
| Chart "B" Total | 180 |

M: Moderate 0 – 130 of the available points.

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S: Significant 131 – 160 of the available points.

O: Outstanding 161 – 180 of the available points.

SCCD will total the scores for **Qualifications and Methodology** and **Financial Approach, Savings Guarantee and Best Value** as noted above, and rank them sequentially in order of highest to least points. The proposal with the highest number of points shall represent the most advantageous proposal to SCCD. SCCD may interview one or more proposers to clarify the written proposals. The award of the contract shall be made to the **VENDOR** whose proposal is determined, to be the most advantageous.

It is not necessarily SCCD's intent to obtain the lowest possible cost, but rather the best possible value. SCCD will make its selection after assessing the quality of the proposed products, services and lifecycle savings as well as the cost of the products and services. The District reserves the right to utilize California Government Code Section 4217.10-4217.18.

The results of SCCD evaluation and ranking of the **VENDOR** Technical and Cost Proposals will be final.

END OF SECTION

V. CONTRACT NEGOTIATIONS**A. Contract Execution**

Immediately following selection of the highest ranked VENDOR, representatives of SCCD and the VENDOR will meet to review and finalize contract terms and conditions.

The VENDOR contract will be executed within a thirty (30) day period following award of the contract. In the event SCCD is unable for any reason to enter into a contract with the selected VENDOR within this period, SCCD reserves the right to terminate discussions with the otherwise successful VENDOR and, at SCCD's sole option, to enter into an agreement with the next best qualified VENDOR as determined by the Selection Committee.

All required insurance certificates, endorsements, and payment and performance bonds, and any other requirements of the Public Contract Code must be submitted to and approved by SCCD before SCCD will execute the contract.

B. Submittal Review

These RFP documents and Addenda will become part of the contract executed with the successful VENDOR and will take priority over anything to the contrary included, whether directly or indirectly, in the submittal of the VENDOR. The basis for contract award and SCCD's review of subsequent design and construction activities for conformity will be this RFP.

SCCD will meet with the VENDOR as required during the contract execution phase, and during design completion to discuss and review in detail the VENDORS design solutions and proposed enhancements for the purpose of confirming they meet the RFP documents and which provides the highest possible level of functional, program and performance utility.

During the contract execution phase, the selected VENDOR may be required to provide SCCD with additional Documentation and clarification of its proposal, at no additional cost to SCCD. This proposal review period will continue for at least thirty (30) days following selection of the VENDOR to be awarded the contract.

C. Compensation Schedule

During negotiations a detailed milestone construction schedule shall be developed. Once accepted by SCCD the milestone schedule shall be the basis of compensation to the VENDOR. Invoices shall be submitted monthly based upon % complete of each milestone.

END OF SECTION