ROME
G·E·O·R·G·I·A
EST 1834
Purchasing Department

MEMORANDUM

TO: Prospective Bidders

FROM: Johnna M. Allen, Purchasing Director

RE: Request for Proposal - #038-16

DATE: November 21, 2016

Enclosed is the necessary information for preparing and submitting your Proposal for **Qualifications for Energy Performance Contracting Services** for the City of Rome. All questions regarding this proposal should be submitted via e-mail to Johnna Allen, jallen@romega.us. All questions and answer will be posted on the City of Rome website www.romefloyd.com. It will be the responsibility of interested parties to visit the website often to receipt of any new information that may be made available.

The deadline for submitting your proposal is **December 20, 2016 at 10:00 a.m. Local time.**

If you have further questions, please do not hesitate to call my office at 706-236-4410.

Johnna M. Allen
Purchasing Director

601 Broad Street • PO Box 1433 • Rome, Georgia 30162-1433
phone: 706/236-4410 • *fax:* 706/236-4549
www.romega.us

INSTRUCTIONS FOR BIDDERS

I. Proposals must be received by **December 20, 2016 at 10:00 a.m.**

II. Proposals must be delivered to:

City of Rome – Purchasing Department
Attention: Johnna M. Allen
601 Broad Street
P.O. Box 1433
Rome, Georgia 30162

III. Proposals must be sealed and marked:

038-16 "Qualifications for Energy Performance Contracting Services"

IV. Proposals must be complete and include:

A. Completed Bid Proposal Form
B. Executed Bidder's Declaration
C. Executed Certificate of Non-Discrimination
D. Executed Affidavit of Non-Collusion
E. Prompt Payment Affidavit
F. Request for Taxpayer I.D. Number
G. Drug-Free Workplace Certification
H. E-Verify Compliance Affidavit
I. SAVE Compliance Affidavit

All proposals submitted shall be subject to acceptance or rejection and the City of Rome specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

Bidder shall submit all required forms and information simultaneously with sealed proposals, which forms and information become a part of the property of the City of Rome and will not be returned to bidders unless a written request to withdraw is received prior to **December 20, 2016 @ 10:00 a.m.**

V. Payment:

When contracts are awarded, payment by the City of Rome will be the normal 30-day cycle. However, the City does make every effort to honor all discounts.

REQUIREMENTS FOR BIDDERS

These items apply to and become a part of the terms and conditions of the bidders bid. Any exceptions must be in writing.

Notice is hereby given that the City of Rome will receive sealed proposals from interested parties until **December 20, 2016 at 10:00 A.M**. at its offices located at 601 Broad Street, Rome, Georgia 30162-1433.

Any bids received thereafter will not be considered.

Proposals will be publicly opened and read at the City of Rome Purchasing Department located at 601 Broad Street on the day and at the hour specified.

The purchaser may consider as non-responsive, any bid in which there is an alteration of, or departure from the bid form hereto attached.

The bid will be awarded to the lowest reliable bidder complying with the conditions of the invitation for bid. The bidder to whom award is made will be notified at the earliest possible date. The purchaser reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a bidder who, in the sole opinion and discretion of the purchaser is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.

Proposals may be withdrawn by written or faxed request, provided such withdrawals are received prior to Proposal opening date.

NOTE: Unless stated on the bid form the bid submitted will assume all specifications will be met. Please note on the bid form all exceptions.

REQUEST FOR PROPOSAL

For Qualifications for Energy Performance Contracting Services

City of Rome, Georgia
601 Broad Street
P.O. Box 1433
Rome, GA 30162-1433

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REQUEST FOR PROPOSAL FOR QUALIFICATIONS

Issued by:

The City of Rome, Georgia

The City of Rome, Georgia (hereinafter referred to as The City) located in Floyd County seeks specific Request for Proposal for Qualifications from Energy Services Companies (ESCOs) that are capable of providing comprehensive energy and water management services as well as related capital improvement services for the facility listed in Attachment E to this RFP.

I. GENERAL RESULTS DESIRED

The City seeks a broad range of services and capital improvements in order to reduce the consumption and related costs of energy and water use in the facility addressed in Attachment E of this RFP. These services and capital improvements will be provided and financed through a guaranteed energy performance-based contract and shall require a written guarantee of savings under which The City: a) incurs no initial capital costs, b) achieves significant long-term savings that are measured and verifiable, c) obtains an annual guarantee that will be equal to or greater than the total annual project costs, d) obtains consistent levels of occupant comfort and building functionality, e) captures ancillary benefits that may accrue as a direct result of such energy-related services and capital improvements, such as environmental protection, hazardous materials disposal, etc., and f) finances the project through an installment payment or a lease-purchase arrangement over an extended contract term.

The City seeks to maximize energy savings and related improvements, within the framework of the allowable 20-year financing and must comply with the statutory provisions for available financing as contained in O.C.G.A. as amended. ESCOs are encouraged to advocate the installation and implementation of comprehensive improvements providing the greatest possible energy, water, and operation savings. The City is interested in essential services and improvements that will reduce energy and water consumption in The City's facility, upgrade capital energy-related equipment (including replacement of current chiller units and aged fan-coil units), improve building operations and maintenance (including upgraded dehumidified air supply), save costs through fuel switching or improved demand management, and aid in meeting The City's environmental management responsibilities.

Improvements must result in a guaranteed minimum energy savings with the ESCO payments linked to actual measured reductions in energy cost or consumption. No contract shall exceed (20) twenty years in duration and is subject to annual appropriations. The energy savings

achieved by the installed energy efficiency measures (EEMs) need to be sufficient to cover all project costs including annual maintenance and monitoring fees for the duration of the contract term. At a minimum, the energy savings guarantee should be structured to correspond to the annual financing costs associated with the project.

For project savings and cash flow demonstration purposes, the allowable rates of escalation and tax-exempt interest rate to be used in the proposal are detailed in Attachment D, part B-11 of this RFP. Approximately three (3) years of utility usage history for the facility described in Attachment E will be provided on a Microsoft Excel spreadsheet on the City's website.

Any stipulated energy and/or operational savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the City.

II. REQUIRED SYSTEMS AND SERVICES CAPABILITIES

An interested ESCO must have the comprehensive in-house engineering and design, and managerial capability to address a broad range of building, energy, and water systems, provide a comprehensive set of energy and water services, and capture the value of any directly-related ancillary benefits.

An interested ESCO must have the financial strength and ability to provide the necessary security and performance bonding capacity to assure the City of the long-term viability of their written energy savings guarantee.

An interested ESCO must have demonstrated the ability to provide long-term savings guarantees on similar type and size projects.

For the purposes of this proposal energy systems include, but are not limited to, heating, ventilating and air conditioning (HVAC) equipment, energy management and control systems, lighting systems, water conservation, the building envelope improvements, and other *energy using systems such as laboratory and any renewable energy systems.*

Water systems include, but are not limited to, devices which reduce water consumption and sewage services such as, automatic controls, low-flow sink aerators, showers, and toilets or modifications.

Turn-key energy and water services provided by the ESCO include, but are not limited to, a technical energy and water analysis, the engineering and design, acquisition, construction management, installation, modification, and commissioning of new and/or existing systems. Additional services may include continuing operations and maintenance for all improvements and/or training of City staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification services include appropriate measurement and

reporting of the performance and savings from improvements.

Ancillary benefits may include, but are not limited to, hazardous materials disposal or recycling, improved occupant comfort or building functionality, improved indoor air quality, and any unique benefits that may be provided by regular technology upgrades or advanced proprietary technology.

III. OVERVIEW OF TERMS AND CONDITIONS

Contract Term. No contract shall exceed (20) twenty years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO and the City based on authorizing legislation, final project scope, and financial factors so that a zero or positive net cash flow is realized by The City.

Guarantee. Improvements and services must result in guaranteed minimum annual energy, water and O&M savings option, as well as guaranteed minimum levels of occupant comfort and operations and maintenance, training, and/or any ancillary services. A guarantee is required to equal the calculated savings attributable to all energy saving measures for each year during the contract period. The combined savings achieved by the installed projects must be sufficient to cover all project costs including debt service and contractor fees for maintenance, monitoring and other services, for the duration of the contract term. At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project. Payments must be linked to actual measured post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. Payments for capital improvements and continuing services shall be structured as constant, level payments to be made by The City through the term of the agreement. The guaranteed savings must be achieved each year. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by The City, and will not be allocated to shortfalls in other years.

Financial Review. Detailed project costs and financial benefits are dependent upon the final scope of technical retrofits selected by the City. It is premature at this time to place a major emphasis on projected costs and financial benefits prior to the selection of the ESCO and completion of a detailed engineering study and negotiation of the project structure.

Technical Energy Analysis. The technical energy analysis must include estimates of savings for each measure. The cost estimate for each measure must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt services.

IV. PROCUREMENT PROCESS

The evaluation and selection of an ESCO, and the negotiation and procurement of services will proceed as follows:

The City recognizes that it is premature at this time to place a major emphasis on projected costs and financial benefits prior to the selection of the ESCO and completion of a detailed engineering study and negotiation of the project structure.

Submission of Written Proposals. Companies who wish to be considered by the City must submit an original and three (3) copies of Attachment D, part A: (the ESCO Profile and Qualification Form) to the City by the date indicated in Attachment A. All submissions become the property of the City and will not be returned to the ESCO.

The City reserves the right to reject any or all proposals and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of The City to do so. All costs associated with submission preparation will be borne by the submitting company. The City shall select the companies they feel most comfortable working with based on the qualifications submitted and a review of the references provided. All ESCOs determined to have met the requirements specified within this RFP will be granted further consideration for this project. The City will notify ESCOs as to their qualification status.

Site Visit. The City will arrange a walk-through inspection of the facility for the qualified ESCOs. Participation in this site visit is mandatory for ESCOs to receive further consideration in the process. Due to space limitations, no more than five representatives from each ESCO will be allowed to participate in the tour. Knowledgeable City personnel will be available to answer questions about the operation of the facility at the conclusion of the tour. The primary point-of-contact for the ESCOs deemed qualified will be required to attend the visit.

Submission of Proposed Project Approach, Approximately two weeks after the conclusion of the facility tour, the qualified ESCOs must submit their proposed approach to the project, the energy and cost savings calculations they have developed for the facility, and the proposed cost of an investment grade audit (IGA), for the facility. Guidelines for this submittal are provided in Attachment D, parts B and C. All submissions become the property of The City and will not be returned to ESCO. All costs associated with the submission process preparation will be borne by the submitting ESCO. The deadline for this submittal is specified in Attachment A.

ESCO Interviews and Ranking. Following the receipt of the proposed project approach and cost information, the City Project Evaluation Team will review and evaluate the ESCOs' written response to this RFP in accordance with the evaluation criteria delineated in Attachment B. The Project Evaluation Team will check client references which will also be evaluated. The City intends to select no more than three (3) ESCO finalists who will be notified of their selection. Each of the finalist ESCOs will participate in a detailed oral interview, not exceeding two hours,

to answer questions from the Project Evaluation Team and more fully discuss how its approach to this project satisfies the evaluation criteria. All persons with major responsibility for the project's technical design, management, and contract negotiation should be present at the interview, however, no more than 4 people may attend on behalf of an ESCO. Each person attending must have a role. Each interview may be recorded. Based on results from the written responses to the RFP, client reference responses, and the oral interviews, the Project Evaluation Team will rank the finalist ESCOs.

Award. Upon determination of the top-ranked ESCO, The City will schedule a meeting during which it will publicly announce its selection. Contract negotiations will proceed with the top-ranked ESCO.

Development of Energy Audit Agreement. The City intends to negotiate a contract for the (IGA) audit. If an acceptable technical energy audit agreement cannot be negotiated within 30 days from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

Development of Energy Services Agreement. After completion and acceptance of the investment grade audit, The City intends to negotiate an Energy Services Agreement (ESA). If an acceptable ESA cannot be negotiated within 30 days from the date of acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

All decisions shall be final and at the discretion of The City.

TO AID ORGANIZATIONS IN THEIR RESPONSE TO THIS REQUEST, THE FOLLOWING ITEMS ARE ATTACHED:

ATTACHMENT A	Proposed Project Schedule
ATTACHMENT B	Evaluation Criteria
ATTACHMENT C	Contract Terms and Conditions
ATTACHMENT D	Instructions to Proposers
ATTACHMENT E	Technical Facility Profile

ATTACHMENT A

PROPOSED PROJECT SCHEDULE

The following is the proposed project schedule and may be adjusted as necessary during procurement of services.

ACTIVITY	DATE
Issue RFP	November 21, 2016
Written Proposals (ESCO Profile & Qual. Form) Due	December 20, 2016
Site Visit	January 11, 2017
Project Approach Proposals Due	January 25, 2017
Proposal Review and Selection of Finalists	February 3, 2017
Notification of Finalists	February 6, 2017
ESCO Interviews and Final Ranking	February 20 – 21, 2017
Announcement of Selected ESCO	February 28, 2017

ATTACHMENT B

EVALUATION CRITERIA

Evaluation of Proposals: Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals, client references, and responses of the finalist ESCOs during oral interviews, as appropriate. The criteria have been weighted using the letters A and B as indicators: A=Most Significant and B=Significant. These criteria will be applied and interpreted solely at the discretion of The City.

Experience – 35%

A. Qualifications and experience of ESCO's personnel with guaranteed energy savings contracts.

A. Reliability of equipment performance on past projects.

A. Quality and completeness of past project documentation.

Project Management – 25%

A. Clear assignment of responsibility for various project tasks to specific individuals.

A. Ability to effectively manage project construction and complete the project on schedule.

B. Quality of approach to operations and maintenance.

B. Quality of monitoring, maintenance, and measurement and verification services on past projects.

B. Clarity, organization and level of detail in written proposal.

B. Quality of communication skills of the ESCO's representatives at the oral interview.

Technical Approach – 15%

A. Quality of technical approach, including methods of analysis and understanding of existing building systems and conditions.

A. Quality of the sample investment grade technical energy audit.

B. Quality of proposed training for facility staff.

A. Quality of baseline energy calculations.

B. Quality of approach to savings measurement and verification.

B. Quality of sample design documentation.

A. Quality of approach to project commissioning.

Financial – 25%

A. Financial soundness and stability of the ESCO.

B. Demonstrated ability to provide or arrange project financing.

B. Reasonableness of audit costs.

B. Reasonableness of Preliminary Cash Flow Analysis.

B. Attractiveness of ESCO's Guarantee.

ATTACHMENT C

PART III
CONTRACT TERMS AND CONDITIONS

The minimum contract terms and conditions The City will accept from the selected ESCO include:

1. Technical Requirements

Investment Grade Energy Audit: The selected ESCO must perform and present the results from a detailed investment grade energy audit of acceptable quality to The City . The proposed audit terms and conditions are specified in the Proposed Energy Audit Agreement located in Attachment B. If The City decides not to enter into a contract after the audit has been accepted, the City agrees to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP.

Standards of Comfort and Service: The ESCO will be responsible for maintaining the levels of comfort and service for each building as specified in the ESA.

Professional Engineer Involvement: A registered professional engineer must, at a minimum, review and approve design work done under this contract. All projects done under this contract must comply with the currently accepted codes, standards and regulations of the Alabama Building Commission and must be submitted for review/approval by the Alabama Building Commission.

Guaranteed Savings: The City requires a minimum **annual** guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing GSA/OGB the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.

Construction Management: The ESCO will be required to provide a full-time project manager for work performed under the ESA. The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the City to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.

O & M Manuals: At least **three (3)** operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of the City.

As-Built Drawings: Where applicable, ESCO must provide, reproducible "as-built" and record drawings (or such electronic equivalents as may be agreed to with the City) of all existing and modified conditions associated with the project, conforming to AIA guidelines and the latest drawn standards established by the Construction Specifications Institute engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings presented in a uniform and consolidated format. Drawings and operating manuals shall be provided to the City within 30 days of completed project installation.

Follow-up Maintenance, Monitoring and Training Services: The ESCO will be responsible for maintaining and monitoring energy conservation measures to ensure optimal performance as well as for ongoing training. At the City's discretion, the City has the option to negotiate the scope of service needed.

GSA/OGB Energy Improvement Projects: The City reserves the right to make energy and/or water improvements to the facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

2. Minimum Contract Provisions

Proposal Submissions: The contents of the ESCO's RFP submission will become part of any final agreement between the City and the ESCO.

Project Schedule: The ESCO must provide a final schedule of project milestones including construction, equipment-service, and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from the City, and the City reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

City Inspection: The City retains the right to have its representative a visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. GSA/OGB will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. The City shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on file in legible form and retained for a minimum of three years after close-out.

Final Approval of The City : The City retains final approval over the scope of work and all end-use conditions.

Ownership of Drawings, Reports, and Materials: All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of The City and will be delivered to The City as needed, requested or upon completion of construction.

Compliance: All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all City regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

Handling of Hazardous Materials: All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all City rules relative to the premises.

Methodology to Adjust for Material Changes: The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

Subcontractor Approval: The City retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at least three weeks in advance of subcontractor scheduled start date.

Price Disclosure: The ESCO shall be required to fully disclose all costs and fees associated with this project including audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, profit, etc.

Bonding Requirements: See addendum (i) to Attachment C.

Insurance Requirements: See addendum (ii) to Attachment C.

Annual Reconciliation: Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to the City, unless otherwise agreed to by the parties.

ADDENDUM (i)

Bonding Requirements

Upon signing and returning the contract to the City for final approval and execution, the ESCO shall, at its own expense, furnish to the City a Performance Bond and a Payment Bond each in a Penal Sum equal to 100% of the ESA Contract Sum. Each bond shall be executed by a surety company (Surety) acceptable to the City and duly authorized and qualified to make such bonds in the State of Georgia in the requires amounts, shall be countersigned by an authorized Georgia resident agent of the Surety who is qualified to execute such instruments and shall have attached thereto a power of attorney of the signing official.

These provisions are not applicable if the Contract Sum is less than $50,000.

A. Performance Bond

Through the Performance Bond, the Surety's obligation to the City shall be to assure prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the ESA Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In the case of default on the part of the ESCO, the Surety shall take charge of and complete the Project in accordance with the terms of the Performance Bond. Any reasonable expense incurred by the City as a result of default on the part of the ESCO, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

B. Payment Bond

Through the Payment Bond the Surety's obligations to the City shall be to guarantee that the ESCO and its subcontractors shall promptly make payment to all persons providing labor, materials, or supplies, for, or in, the performance of the Project, including the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating it has a claim of non-payments under the Bond shall, upon written request, be promptly furnished with a certified copy of the Bond and Construction Contract by the ESCO.

C. Change Orders

The Penal Sum shall remain equal to the ESA Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety shall waive notification of Contract Change Orders involving only the extension of the Contract Time.

D. Expiration

The obligations of the ESCO's performance bond surety shall be co-extensive with the ESCO's performance obligations under the Contract Documents, provided however, that the Surety's obligation shall expire at the end of the proscribed warranty period(s) contained in the contract.

ADDENDUM (ii)

Insurance Requirements

Each of the insurance coverages required shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have an A.M. Best Company Policy holders Rating of "A-" or better and a financial size rating of Class V of larger.

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire for any reason until thirty (30) days after the City has received written notice by certified mail as evidenced by return receipt or such time as other insurance coverage providing protection equal to protection called for herein shall have been received, accepted, and acknowledged by the City. Such notice shall be valid only as to the project and shall have been designated by Project Name and Number in said notice.

Insurance certificates must provide the following information:

(1) Name and address of authorized agent of the insurance company
(2) Name and address of the insured
(3) Name of insurance company or companies
(4) Description of policies
(5) Policy number(s)
(6) Policy period(s)
(7) Limits of liability
(8) Name and address of the City as certificate holder
(9) Project name and number, if any
(10) Signature of authorized agent of the insurance company
(11) Telephone number of authorized agent of the insurance company
(12) Mandatory thirty (30) day notice of cancellation, non-renewal, or change

Unless otherwise provided, the ESCO shall purchase the types of insurance overages and with not less than the indicated liability limits as follows:

(1) Worker's Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Department of Individual Relations stating the Architect qualifies to pay its own worker's compensation claims.

(2) Employer's Liability Insurance limits shall be at least:

(a) Bodily injury by accident - $500,000 each accident
(b) Bodily injury by disease - $500,000 each employee

(3) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of this Agreement) or equivalent, which shall include but not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability, and contractual liability.

(a) The Commercial General Liability Coverage shall provide, at a minimum, the following limits:

	Coverage	Limit
1.	General Aggregate	$2,000,000
2.	Products, Completed Operations Aggregate	$2,000,000
3.	Personal and Advertising Agency	$1,000,000 (per occurrence)
4.	Each Occurrence	$1,000,000

(b) The Commercial General Liability Insurance policy shall name the City and its agents and employees as an additional insured and shall state that this coverage shall be primary insurance for the additional insured.

(4) Commercial Business Automobile Liability Insurance shall include coverage for bodily injury and property damage arising from the operation of any owner, non-owner, or hired automobile. The Commercial Business Automobile Liability Insurance policy shall provide no less that $1,000,000 Combined Single Limits for each occurrence and shall name the City and its agents, consultants, and employees as additional insureds.

(5) Professional Liability (Error & Omissions) Insurance shall be carried in an amount not less than $1,000,000. The policy deductible shall not exceed $25,000.

The ESCO shall have the responsibility to enforce its own consultants and sub-contractors compliance with these insurance requirements. However, the ESCO shall, upon request, provide the City acceptable evidence of insurance for any consultant or sub-contactor.

ATTACHMENT D

INSTRUCTIONS TO PROPOSERS

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead the City, may be used as grounds to find the proposing ESCO ineligible.

A. PROPOSAL SUBMITTAL INFORMATION

(1) ESCOs who wish to have proposals considered by the City must submit six (6) hard copies plus one (1) PDF searchable file version of Attachment D, part A (ESCO Profile and Qualification Form) by **10:00 A.M. EST on December 20, 2016** at the following address:

Responses sent via FedEx, UPS, or other delivery service:

City of Rome, Georgia
Attn: Johnna M. Allen, Purchasing Director
601 Broad Street
Rome, Georgia 30162

Responses sent via United States Postal Service:

City of Rome, Georgia
Attn: Johnna M. Allen, Purchasing Director
P.O. Box 1433
Rome, Georgia 30162

(2) Responses must be clearly marked on external packaging with the following: **ESCO Proposal for Energy Performance Contracting Agreement**.

(3) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the City's Purchasing office. Vendors have the sole responsibility for assuring that proposals are received by the designated date and time.

If proposals are mailed, hand-delivered, or delivered by express mail service, they must be delivered to the Director's office at the address shown above.

Faxed, electronic, or oral proposals will not be accepted.

(4) **Responses will be opened on Tuesday, December 20, 2016 at the Sam King Room of Rome City Hall located at, 601 Broad Street, Rome, Georgia 30162 at 10:00 A.M. EST.**

(5) Each response will be reviewed to determine if it is complete prior to actual evaluation. The City reserves the right to eliminate from further consideration any response that is deemed to be unresponsive to this RFP.

(6) All submissions become the property of the City and will not be returned to the ESCO(s).

(7) The City will establish a Project Evaluation Team (the "Team") to review the ESCO responses. The Team will determine whether an ESCO's submittal meets the requirements established within this RFP by a review of the information provided and experience indicated. References provided may be contacted to verify project details. ESCOs whose submittal does not meet the minimum requirements prescribed within this RFP will not receive further consideration for this Project. All ESCOs submitting proposals will be notified of their qualification status on or before January 4, 2017.

Qualified ESCOs will be invited to participate in a tour of city facilities. The tour is scheduled for January 11, 2017. Tour participation is mandatory for ESCOs to receive further consideration for this Project. A briefing will be held in the Board Hearing Room prior to the commencement of the tour and the primary point-of-contact for each ESCO deemed qualified is required to be in attendance. **No more than five (5) representatives per ESCO will be permitted to participate in tours.** ESCOs will have eight (8) business days after the completion of the tour to submit additional questions.

(8) Information gathered on the facility tour is to be used by the qualified ESCOs to prepare a preliminary cash flow analysis of energy and cost savings for the City. The format for this analysis, along with the escalation factors to be used is provided in Attachment D *part B-11* of the RFP. Deadline for submittal of this analysis is scheduled for January 25, 2017. The qualified ESCOs will also be required to submit additional information at this time relative to their proposed approach to the Project along with a quote for the full cost of an investment grade energy audit (IGA) that would encompass the City facilities listed in Attachment E. See Part B for the specific areas for which responses are required. The Supporting Technical documents listed in Part C must also be submitted with the responses to the requirements listed in Part B.

(9) Following the receipt of Part B, the City Project Evaluation Team will review and evaluate the ESCOs' written responses to this RFP in accordance with the evaluation criteria delineated in Attachment B. The Project Evaluation Team will check client references which will be evaluated. The City intends to select no more than three (3) ESCO finalists who will be notified of their selection by February 1, 2017 ESCOs must be available for an oral presentation and interview by GSA/OGB Team. The interviews are scheduled to commence February 20 – 21, 2017 and will last no longer than two (2) hours each. A portion of the interview will be reserved for questions by the Team.

(10) The City reserves the right to reject any or all submissions, to waive informalities and minor irregularities in submissions received, and to accept any submissions if deemed in the best interest of the City to do so.

(11) The City reserves the right to expand the proposed Project if it is deemed in the best interest of the City to do so.

(12) All costs associated with submission preparation will be borne by the submitting ESCO.

(13) The contents of the written response by the successful applicant will become part of the contractual obligations, subject to final approval by the City.

(14) Applicants are required to provide written responses in the formats requested, as shown in the attachments.

(15) An ESCO may make a written request to modify or withdraw its submittal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original submittal and plainly marked "**Modification to Proposal**" or "**Withdrawal of Proposal.**" Only written requests received by the City prior to the scheduled opening time will be accepted. The City will withdraw or modify any properly filed modifications or withdrawals after opening the submittals.

(16) If any prospective ESCO applicant suspects an error, omission, or discrepancy in this solicitation or has questions regarding its requirements or about matters related to the facility tour, the ESCO must submit the question(s) to the City point-of-contact, Johnna Allen, by electronic mail (jallen@romega.us) and the question(s) must be received no later than 5:00 PM EST January 17, 2017 The ESCOs are responsible for verifying receipt of the questions they submit.

(17) All ESCO submittals will remain firm and unaltered for ninety (90) days after the due date of the ESCO's proposed approach to the Project and cost information, or until a contract is fully executed, whichever is earlier. An exception to this criterion will be if an ESCO is actively engaged in contract negotiations after pre-award notification. In this case, the ESCO will be allowed to make submittal modification(s) only in accordance with a request by the City.

(18) From the date of receipt of the RFP by each ESCO until a binding contractual agreement exists with the selected ESCO and all other ESCOs have been notified, or when the City rejects all proposals, all communication between the City and ESCOs will be formal or as provided in this RFP. Formal communications shall include, but not be limited to:

(a) Written requests for clarification and information;

(b) Oral presentation;

(c) Site visit;

(d) Negotiation.

(19) All inquires for information should be directed to Johnna Allen by email (jallen@romega.us). ESCO firms and their agents are hereby placed on notice that city staff and members of the Team are not to be lobbied, either individually or collectively, about this Project.

ATTACHMENT D, PART A
ESCO PROFILE AND QUALIFICATIONS FORM

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8 1/2 x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 12 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents which indicates the section and page numbers corresponding to the information included.

All questions must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by Institution as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

A-1. Firm Name_____

Business Address_____

City_____ **State**_____

County _____ **Zip Code**_____

Email _____ **Fax#** _____

A-2. Names and Titles of Two Contact People

1)_____ Phone (_____)_____

2)_____ Phone (_____)_____

A-3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)

Division (attach separate list if more than one is to be included)

Name of Entity:_____

Address: _____

_____

A-4. Type of Firm:

Corporation
Partnership
Joint Venture
Sole Ownership

A-5. Federal Employer Identification Number _____

A-6. Year Firm was Established _____

A-7. Name and Address of Parent Company, if applicable: _____

_____

A-8. Five Year Summary of Contract Values for Energy Performance Contracting Projects where your firm was the prime contractor with a first party written savings guarantee to the Institution: (Note: If you are a branch office of a larger firm, indicate only those contract values associated with that specific branch.)

2016 $_____
2015 $_____
2014 $_____
2013 $_____
2012 $_____

A-9. Corporate Background/Historical Data

a. How many years has your firm been in business under its present business name? _____ Years

b. Please identify all states in which your firm is legally qualified to do business.

c. Indicate all other names by which your organization has been known and the length of time known by each name.

d. How many years has your firm been involved in energy related business? _____ Years

e. Certify that your company does not owe the State of Alabama any taxes.

f. Certify that your company is not currently under suspension or debarment by the State of Alabama, any other state, or the federal government.

g. Identify your firm's legal counsel for this Project. Give the name and address of the primary individual responsible for contract negotiation.

h. Indicate your firms current annual gross revenue.

A-10. Technical Qualifications and Personnel Information

a. Indicate the number of all guaranteed energy savings contracting projects currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office, or any individual in such branch, division or office who will be specifically assigned to this project. Indicate the installed project cost value, and identify all projects currently in repayment. Attach additional sheets as necessary.

b. Using the format provided below, briefly describe the relevant experience, qualifications and educational background for ONLY those PRIMARY team members (no more than 10 individuals) who will directly be working on this project. Do not include individual resumes.

Name of Project Team Member:	
Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	
Employment History Company Name: Primary job responsibilities: Number of years with firm:	
Educational Background: List all academic degrees, certifications, professional affiliations, relevant publications and training.	
List all energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members. Indicate **ONLY** those individuals who will play a **DIRECT** role in this project.

d. Indicate if your firm is accredited by the National Association of Energy Service Companies (NAESCO). ESCOs are not required to be accredited by NAESCO. All NAESCO accredited ESCOs may receive additional points. ***In the event an ESCO is not certified, a detailed accounting of projects awarded will be required.***

A-11. Financial References

a. Provide a copy of your firm's most recent audited financial statements covering the last two (2) fiscal years. For companies that cannot meet this requirement, independently-prepared financial documentation that, at a minimum, includes a balance sheet, a statement of cash flow, an income statement, and notes to the financial statement, must be provided.

b. Please provide the name, address, and the telephone number of the firm(s) that prepared the Financial Statements.

c. Please enclose banking references including financial institution's address, contact person, telephone number, and specific information on your firm's credit that may be used to fund construction for large-scale projects.

d. Enclose bonding references including each company's name, contact person, telephone number, and information on the firm's minimum bonding capability.

e. Indicate the total number of performance and payment bonds and the cumulative value held against energy performance contracts in which the firm is currently engaged.

A-12. Energy Performance Contracting Project History and Client References

Using the form on the following page, list at least eight (8) energy performance contracting projects, all preferably in repayment by and currently under contract with your firm. Preference should be given to those projects conducted in the Southeast U.S. If possible, at least one project referenced should include the use of alternative or renewable energy technologies. Responses should be limited to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to this project. Projects with installed costs of less than $750,000.00 or single technology (e.g. lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving projects with measures and buildings similar to those proposed for this project.

A-13. Invoked Savings Guarantees.

a. Please provide a list of projects and appropriate contact information for which payment was made under the savings guarantee.

b. Please provide a list of projects and appropriate contact information for which payment under the savings guarantee was claimed but for which no payment was eventually made. Please explain the resolution of the matter such that a payment was not made.

Project History and Client References Form

ALL INFORMATION REQUESTED IS REQUIRED.

Project Name and Location Number of Buildings Primary Use Total square footage	
Project Dollar Amount (installed project costs) Source of Project Financing	
Primary ECMs Installed ESCO Services Provided	
Construction Start & End Dates	
Contract Start & End Dates	
Dollar Value and Type of Annual Operational Cost Savings (if applicable)(e.g.,outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	
Provide CURRENT and ACCURATE telephone and FAX numbers of the owner(s) representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

Describe the specific roles and responsibilities of ESCO personnel associated with the identified project, limiting your response to only those personnel who will be directly involved in the project.	
ESCO Notes or Comments	

Complete the following information for each of the projects listed.

ANNUAL ENERGY SAVINGS DATA FORM

Name of Project: _____ Name of ESCO: _____

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
Therms							
KW							
Water Gallons							
Other (Specify)							

Information for each of the headings listed above MUST be completed using the above format. DO NOT provide savings data in terms of BTUs or dollars. Data should be given in the form of fuel units which appear in the utility bills. Additional forms should be reproduced as needed.

ATTACHMENT D, PART B

ESCOs PROPOSED APPROACH TO PROJECT

PROJECT MANAGEMENT

B-1. Project Summary (not to exceed 2 pages)

Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value of your firm's services. Describe the specific benefits the firm can offer.

B-2. Training Provisions

Describe your firms proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

B-3. Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

B-4. Cost of Investment Grade Energy Audit

Provide a quote for the total cost of the investment grade energy audit to GSA/OGB if no energy service agreement is negotiated.

B-5. Preliminary Technical Approach

Based on your preliminary assessment of the project site and information provided, please describe any equipment modifications, installations or replacements at the facility that your company would consider installing as a part of this project. Please discuss site conditions, status of building

systems and needs of GSA/OGB. Identify projects the firm has completed that are similar in size, scope, and facility type and include improvements in these facilities. Describe the firm's approach to managing this project.

B-6. Energy Baseline Calculation Methodology

Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

B-7. Energy and Cost Savings Calculations

Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firms proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified.

Please provide a preliminary cash flow analysis for the GSA/OGB facility toured during the site visit. The form provided in paragraph B-11 is to be used for these projections. Hypothetical interest and escalation rates to be used in the calculations are provided. Escalation rates are unadjusted for rate of inflation.

B-8. Construction Management

Describe how your firm would work with GSA/OGB's project manager and current building management and maintenance personnel and any assigned engineering staff to coordinate and avoid construction conflicts with the building's routine operation and use.

B-9. Approach to Equipment Maintenance

Include a description of the types of maintenance services, location of service offices, and list of certified personnel that may be proposed for this Project. Address how the firm would approach the task of training GSA/OGB staff and the University of Alabama facilities staff in performing maintenance on the new and existing equipment. Discuss the

relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.

B-10. RESPONSIVENESS TO CRITICAL TIMING ISSUES

Estimate the amount of time needed between the receipt of the signed contract for the investment grade audit and the completion of that investment grade audit in a ready-to-present form. Indicate any portions of the Project that could be fast racked assuming GSA/OGB is acting in concert with these same fast track goals.

B-11. ESCO's PRELIMINARY CASH FLOW ANALYSIS ENERGY PERFORMANCE CONTRACTING PROJECT
GSA/OGB

Financed Project Costs: _____
Finance Term: _____
Annual Interest Rate*: 3.0%
Construction Months: _____
Annual Payment: _____

Escalation Rate by Savings Category

Electric: 3.0%
Natural Gas: 3.0%
Steam: 2.0%
Water: 2.0%
O&M costs: 2.0%
Other (specify): _____

*Information to be provided by Institution

Escalation Rate for Annual Fees 2.0%

Year	Electric Cost Savings	Natural Gas Cost Savings	Steam Cost Savings	Water Cost Savings	Other (Please Specify)	Operational Cost Savings	Total Utility Cost Savings	Maintenance, Monitoring, M&V, and Training Fees	Financing Payment	Net Savings
1										
2										
3										
4										
5										
6										
7										
8										
9										

10										
TOTAL										

ATTACHMENT D, PART C

SUPPORTING TECHNICAL DOCUMENTS

The following documents must also be submitted in accordance with the instructions specified at the beginning of ATTACHMENT D of this RFP.

Sample Investment Grade Audit (Submittal of only one (1) copy required. Searchable PDF file is acceptable.

Sample Design Documentation

Sample Commissioning Plan

Sample Measurement & Verification Plan

Sample Maintenance Plan

Sample Savings Report to Institution (confidentiality will be honored upon request)

Sample Contract (confidentiality will be honored upon request

ATTACHMENT E

TECHNICAL FACILITY PROFILE

SECTION I: GENERAL FACILITY DATA

1. Name of Building:

2. Address of Building:

3. Primary Use:

4. Building Operator:

5. Building Engineer:

6. Building Manager

7. Year constructed:

8. Briefly describe any major changes to building operation or structure during the last four years which significantly affected annual building energy use. What was done? What were the effects on energy use?

9. Describe any major change planned to occur during the next five years, which could significantly affect annual energy use. What change? Anticipated effects?

SECTION II: OPERATING DATA

1. Please describe the typical hours of operation for your facility. Include the general summer and winter temperature set points for your facility, and if night setback is done, what your target temperature is.

2. Please describe the manufacturer(s), age, type and condition of the HVAC control system(s) used in the building(s).

3. If you have an operating EMS controlling your building, please list the manufacturer, year installed and operating conditions.

SECTION III: PHYSICAL DATA

1. Give the total square footage of conditioned space. If the total areas which are heated and cooled differ in size, please describe their respective sizes.

2. Briefly describe the predominant wall and roof construction. Also describe the type and condition of existing windows.

SECTION IV: ENERGY AND/OR WATER CONSUMPTION DATA

Please summarize utility consumption and costs over the last three years. If you are buying contract gas, give your monthly price history, if available, on a separate sheet for your cost of gas. Please attach copies of utility rate schedules which apply to your building.

SECTION V: ENERGY SYSTEMS DATA

1. Briefly describe the major type(s) of HVAC system(s) serving your building (i.e.; terminal reheat, multi-zone, variable air volume, etc.). Indicate the main fuels used to operate the heating and cooling systems.

2. Estimate the percentage of total area lighted by fluorescent ballasts and bulbs, and incandescent bulbs. Estimate the approximate annual hours of operation for each type of lighting. If you have a significant amount of HID lighting, please describe it in similar terms.

3. Briefly describe any laundry or food facility which you operate.

4. Briefly describe any major labs or medical equipment you operate.

5. Describe your domestic water heating, distribution, and control system(s).

6. Please describe any other energy consuming equipment or facilities which contribute

significantly to your annual energy consumption (e.g., incinerator, pool, etc.).

SECTION VI: IMPROVEMENT OPPORTUNITIES

1. Briefly describe any serious equipment, operating, or comfort problems in your building(s).

2. Identify any major mechanical, control, or electrical systems scheduled for replacement during the next five years.

3. Briefly list any major energy conservation options identified by a previous analysis of your building.

4. Please describe any building improvements that you would like to investigate during this project.

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications:

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form is included in the bid package.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **December 20, 2016 at 10:00 a.m.** but may not be withdrawn after such date and time.

That the City of Rome reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Rome reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that the City of Rome has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

_____ _____

Name Title

_____ _____

Name Title

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Rome. The bidders may be declared, by the City of Rome, ineligible for further contracts with the City of Rome until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

_____

BIDDER

_____

SIGNATURE

_____

TITLE

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF

COUNTY OF

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Rome or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Rome or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this_____ day of _____ 20_____

_____

NOTARY PUBLIC

STATE OF GEORGIA PROMPT PAY ACT AFFIDAVIT

THIS AFFIDAVIT IS TO ACCOMPANY THE BID

GEORGIA PROMPT PAY ACT: The Georgia Prompt Pay Act was enacted by the General Assembly in 1994 and took effect January 1, 1995. This act requires owners to pay contractors within 15 days of receipt of a pay request by the owner or the owner's representative. If payment is not made the owner shall pay the contractor 1% per month interest on the delayed payment. Additionally, the contractor must pay subcontractors within 15 days of receipt of payment from the owner.

This Act is Code Section 13-11-1 (Georgia Laws of 1994, p. 1398 par. 4)

Firm Name: _____

Signature: _____

Title: _____

Subscribed and Sworn to before me this_____ day of _____, 20_____

_____

Notary Public

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY OF ROME

DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and

2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Bidder: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

CITY OF ROME, GEORGIA
E-VERIFY COMPLIANCE AFFIDAVIT

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 engaged in the physical performance of services on behalf of the City of Rome, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A, § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification number
(Not Required if Less than 10 Employees)

_____
Signature (if less than 10 employees)

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20____ in _____(city) _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____

_____
NOTARY PUBLIC
My Commission Expires:

CITY OF ROME, GEORGIA

SAVE COMPLIANCE AFFIDAVIT

O.C.G.A § 50-36-1(e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ I am a United State citizen.

2) _____ I am a legal permanent resident of the United States

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

_____

Signature of Applicant

_____ Printed

Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____DAY OF _____, 20_____

_____

NOTARY PUBLIC

My Commission Expires: