



September 6, 2023

TO: All Prospective Proposers

FROM: Kim Albritton
Director Financial Operations

RE: RFP 24-01

ADDENDUM 1 TO RFP 24-01

This addendum is issued as a part of the aforementioned RFP. The changes incorporated herein are an amendment to and supersede those conditions shown in the original solicitation. The Proposer shall acknowledge receipt of this addendum by signing this form and returning with their submittal. Failure to do so may subject Proposer to disqualification.

Q1. Is the objective of this RFP to select a firm that will only make recommendations or is the district seeking a firm to both recommend and implement the Energy Savings Measures?

A1. Only Recommendations

Q2. What is the expected scheduling requirements of the services? Will these services be performed all year round including the school year or will most activities need to occur over summer/winter breaks?

A2. Monitoring of utilities monthly and monthly consulting meetings. Any work that disrupts services to the campus would need to be scheduled appropriately. (After hours/weekends/breaks)

Q3. How frequently is it expected that the consultant reviews the sites for energy savings opportunities over time? For example, every month? Every quarter? Annually?

A3. Every quarter

Q4. For cost breakdown, are you looking for a fee per building, a fee per hour, or an overall expected project cost?

A4. Please provide rate structure and overall anticipated project cost.

Q5. In Section 3.1, it refers to an executive summary for each conforming response, limited to 2 pages. Can you please confirm if each evaluation factor listed in section 2.7 is limited to 2 pages?

A5. Section 3.1, 2-page requirement refers to the Executive Summary only.

Q6. As currently worded, we believe that the indemnity provision section on page 12 of the proposal is not in compliance with FL Statute 725.08 and is unenforceable. Please consider rewording same to conform with the statute. Suggested language per FL Statutes 725.08: "The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."

A6. Please see section 42.7, you may propose alternate language, specific to design professionals, in your response.

Q7. In what format will the District provide the historical energy data and utility bills? Does the District currently use a third party for managing historical energy data and utility bills, and if so, who?

A7. We do not use 3rd party. Information would come from utility company.

Q8. I wanted to clarify the license requirement. We are registered in PA and NJ (foreign LLC) but also carry the needed licenses for energy procurement for all deregulated States. Do we need to be registered to do business by the State in order to qualify or does the license the RFP is referring to in regard to the services?

A8. Depending on your firm's business structure/services various licenses could be required. Please refer to this site for doing business in Florida. <https://dos.myflorida.com/sunbiz/start-business/know-before-starting/>. Also please see Section 29. State Licensing Requirements within the RFP.

Q9. Article 23 of the General Conditions references Bid Bonds & Performance Bonds, "when required..." Can you please confirm bonding is not required for this RFP response?

A9. Bonding is not required for this response.

Q10. Is it acceptable to submit multiple approach options and multiple pricing options? An energy audit can take on many shapes & sizes with varying levels of effort and costs. We feel it'd be beneficial for the District to understand the costs/benefits of various approaches from vendors who can offer various approaches to accomplish the District's goals.

A10. As long as your response to confirm to the evaluation criteria.

Q11. Reviewing the Bonfire submission requirements, can you provide guidance as to which category the Executive Summary should be submitted under?

A11. I added a section for the Executive Summary to Bonfire.

Q12. Please confirm Attachment's A-L (excluding Attachment i) should be submitted on bonfire under "Other Required Attachments".

A12. Correct.

Q13. Please confirm Attachment I must be submitted for each reference that are provided under Evaluation Factor 2.

A13. Yes, it is requested to have Attachment I submitted for each listed reference.

Q14. Section 2.7, Page 9, Evaluation Factor 4: Timeline. The scope of services identifies 9 tasks to be performed across all facilities. Is it the district's intent to have all buildings surveyed and tasks 1-6 performed by the energy consultant in one fiscal year, recognizing that tasks 7-9 may occur over multiple years?

A14. We are looking for a longer partnership then one year based on performance.

Q15. Section 2.7, Page 9, Evaluation Factor 5, Cost Structure. In Section 1.1 (p5) and in Scope of Services (p23), the district has identified various consultative/professional services that will be requested by the Energy Consultant over the term of this Contract. Can you please clarify how a proposer should provide for a 'clear breakdown' which will provide for equitable evaluation by the district? Category of services? Hourly rates? Lump sum for the project duration?

A15. Proposer's should break down their services (and fees). Please see A4.

Q16. Page 23, Scope of Services. Can you please clarify if the district is requesting a lump sum fee to perform all tasks, including services as the "owner's representative" during implementation i.e. construction phase?

A16. Please see A4 and A15.

Q17. Page 23, Scope of Services. Can you please clarify if task 8, the design & implementation of recommended measures be performed by another entity or procured through this contract?

A17. We will hire third party and they will advise us as needed.

****** RFP DUE DATE IS September 19, 2023, 3:00 P.M... ******

Name (Please Print)

Company Name

Signature (Authorized Representative of Company)

Date

Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. (Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

