

**Caroline COUNTY  
SCHOOL BOARD  
Request for Proposals**

**RFP Number:** .....07262017-001

**Title:** RFP FOR AN INVESTMENT GRADE AUDIT FOR ENERGY SERVICES FOR CAROLINE MIDDLE SCHOOL

**Issue Date** ..... OCTOBER 20, 2017

**Proposals Due No Later Than:** .....NOVEMBER 20, 2017

**Location for Receipt of Proposals:** ..... 17307 CANNERY ROAD, MILFORD, VA

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to Geoffrey Honan at (804-633-6770), or by ghonan@ccps.us. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an Offeror concerning this solicitation with any other School Board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the Offeror from this transaction.

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My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal; the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, *et. seq.* of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, *et. seq.* of the *Code of Virginia*). Specifically, without limitation, no School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, *et. seq.* of the *Code of Virginia*), and any other applicable law as set forth therein.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Remit To Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**Proposal Dated:** \_\_\_\_\_

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**I. PURPOSE**

The Caroline County School Board (District) is accepting proposals, pursuant to Section 11-34.3 of the Code of Virginia, from interested firms to enter into an energy performance-based contract to install certain equipment in and make modifications to **Caroline Middle School** which will result in a guaranteed amount of energy savings.

**II. SCOPE OF WORK/SPECIFICATIONS**

The intent of this request is to solicit proposals from qualified Energy Services Companies (ESCOs). The selection will be based on projected project savings, ESCO experience, methodology employed, ability to respond to the District's needs and demonstrated long-term support. Responses to this request shall describe the ESCO's capability to identify the need for, design, install, and monitor a comprehensive energy-conservation program.

A mandatory pre-bid meeting will be held on NOVEMBER 3, 2017 at the Caroline County Middle School at 10:00 A.M.

**III. INSTRUCTIONS**

**A. Submission and Receipt of Proposals**

1. Submittals, in one (1) original, one (1) CD ROM, and five (5) copies, marked RFP FOR ENERGY SERVICES will be received no later than 2:00 Local Time Prevailing, on November 20, 2017, to GEOFFREY HONAN, 17307 CANNERY ROAD, MILFORD, VA
2. Mark the outside of the envelope with **RFP 07262017-001** and proposal subject RFP FOR INVESTMENT GRADE AUDIT FOR ENERGY SERVICES FOR CMS.
3. Proposals and/or any addenda received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the District from requesting additional information at any time during the procurement process.
4. In the event that the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
5. If you are an individual with a disability and require a reasonable accommodation, please notify the School Board at 804-633-5088, three working days prior to need.
6. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are

intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

7. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the Offeror. All proposals submitted without such signature will not be considered.
8. Proposals shall not be accepted by fax or E-mail.

## **B. Submittal Format**

In order to facilitate the analysis of responses to this RFP, Offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the District.
3. The District encourages proposals that provide innovative alternatives to addressing its existing needs as described in the solicitation. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
  - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable. This Cover Letter should include the name and phone number of the person(s) who is authorized to negotiate the financing of the project for the ESCO.
  - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the Offeror's proposal and unique qualifications. The executive summary should identify the primary contact for the Offeror including name, address, telephone number and e-mail address.

- c. A detailed description of the services to be provided which addresses each of the topics listed in the section II, Scope of Work. Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The Offeror should include a description of the organizational and staff experience as it relates to meeting the District's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The Offeror should provide a list of key individuals to be assigned to the District's contract, specify their role in administering the contract, and provide a current biography/resume for each individual. Provide a graphical representation (organizational chart) of the participants listed in the ESCO's proposal and their responsibilities in the program, include how many are dedicated solely to Performance Contracting projects and how many have duties other than Performance Contracting (e.g. new construction, service, etc.). The chart is to be used to show the company and personnel responsible for each phase of the project, lines of authority, and relationships between prime contractor and subcontractors. Offeror shall have an in- place support facility within 50 miles of the site with technical staff, spare parts inventory, and all necessary test and diagnostic equipment required to fully service the ECMS provided under this RFP
- f. Description of Plan/Methodology-

Implementation Plan - Provide a complete and detailed description of the ESCO's method and plan for providing the services described herein for each category of service proposed.

Energy Savings - It is expected that, energy conservation measures (ECMs) will be investigated on an individual basis or in combination with other techniques and implemented, if deemed cost effective by District and the ESCO.

Any ECMs proposed by the ESCO will be considered. All energy conservation measures considered shall be proven, commercially available and result in verifiable energy savings.

The ESCO shall not limit his ECM recommendations to only those projects having a 15-year payback. Provide a prioritized list of all opportunities for savings regardless of the payback period and the savings based on the payback period.

Baseline Methodology: Provide a textual and numerical description of the normal method used to establish baseline energy use in individual buildings and facility-wide.

Describe the method used to justify variances between the baseline consumption and actual annual consumption.

O&M Savings: Operational and Maintenance savings will be allowed as part of annual savings but must be approved by District

M&V Plan: Describe the measurement and verification (M & V) method(s) you propose to use for the project. Please breakout the cost of M&V install/services per ECM.

Calculation Methodology: Describe your methodology of calculating dollar savings and how it protects District from risk. Discuss your method of calculation in terms of how it relates to the existing rate structure and how you determined the baseline information.

Staff Responsibilities: What responsibilities would District or facilities staff have during the term of the agreement and how are they tied to the guarantee provisions of the contract? What restrictions on temperature and schedules will be assumed when projecting energy savings?

Project Management - Describe respondent's approach to project management, including: coordination with subcontractors, division of responsibility among project staff, and interaction with District representatives. Include a sample of any contracts and/or agreements between the ESCO and subcontractor(s) that would be used in this project in an addendum.

Warranty - Offerors should describe in detail the manufacturer's authorized/certified warranty and non-warranty services to be provided under this proposal. Included in this narrative should be a description of the service/warranty call process for warranty/non warranty service and expected service response times and hours of operation.

Project Deliverables - Contractor/vendor shall deliver for review and approval by the owner, a complete set of project submittals to include the following:

- a. Project drawings and device placement
- b. Project riser diagrams and power calculations
- c. Technical data sheets for all components
- d. Installation/start-up sequencing and operational data

e. Certification documentation (PE, CPP, PSP,CM)

Contractor/vendor to provide all labor, materials, equipment, and miscellaneous components required to provide a turn-key operational system.

Contractor/vendor to provide all and related materials required to complete system commissioning, programming.

Contractor/vendor to provide CCPS system administrator training as needed to ensure that district can adequately operate and manage the system.

Contractor to provide 12 month, on-site warranty service to be available via toll free live dispatch operator on a 24/7/365 basis.

- g. References - All Offerors should include a list of a minimum of five (5) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The School Board reserves the right to contact references other than, and/or in addition to those furnished by an Offeror. References may or may not be reviewed or contacted at the discretion of the School Board.

Project Non-Performance -Provide a complete list of **all** projects that in the last 10 years:

- Have cancelled or non-appropriated a Performance Contract with the respondent (list reason);
- Have past or pending lawsuits or litigation under a Performance Contract (list reason); or
- Have been reimbursed for nonperformance on guaranteed savings.

If any of the above does not apply, provide an acknowledgement letter stating that each does not apply, signed by an officer of the respondent company (Please include title of officer). The signature of a corporate officer **MUST** accompany all responses. Failure to provide accurate and complete information as requested, including the signature and title of the signing officer, is grounds for disqualification.

- h. Cost of each good/service listed in the Pricing Schedule.

#### IV. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. Each Offeror is responsible for obtaining all addenda posted at the District's website or by 804-633-6770. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** Notwithstanding all other provisions, the District shall be bound by the contract only to the extent that, in the District's opinion, there are funds appropriated for and available to perform its obligations hereunder, from all applicable federal, state and local sources.
- C. Assignment of Contract:** The District and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the District. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the District, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the District and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the School Board and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The School Board shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the School Board to the Contractor pursuant to this contract. The School Board's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the School Board prior to work being performed.



- F. Contractor Background Checks:** In order to preserve the integrity and security of School Board operations, contract workers may be required to undergo a criminal background check conducted by the School Board. The School Board will conduct these checks for any worker it believes will have unsupervised access to School Board designated Security Sensitive areas or to students and their identifiable information. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for the School Board.
- G. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal statement describing why the Offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The School Board may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**
- H. Copyrights and Patent Rights:** The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save the School Board, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- I. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the School Board may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the School Board for any resulting additional purchase and administrative

costs. This remedy shall be in addition to any other remedies which the School Board may have.

**J. Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**K. Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- L. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation.
- M. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) The School Board does not discriminate against faith-based organizations.
- N. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the School Board. In regards to billing for work performed.
- O. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Caroline County.
- P. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Q. Indemnification:** The Contractor shall hold harmless and indemnify the School Board and its officers, officials, employees, and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- R. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the School Board given in the same manner and form as the original signing of the contract.
- S. Online Terms of Service:** The Offeror shall submit Terms of Service with the proposal for any online activity (i.e., hosted, online, portal, website, support site, etc.) that are required to use or support the product or service being provided.
- T. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the School Board, the School Board shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the School Board, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under that contract; or
2. Notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- U. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- V. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, Offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, Offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.
- W. References:** If requested, the Offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The School Board may contact all references furnished by Offerors. The right is further reserved by the School Board to contact references other than, and/or in addition to, those furnished by the Offeror.
- X. Sensitive Information Handling:** Any information in the possession of the School Board which is specific to an employee, student, including education and/or scholastic records, citizen, School Board business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from School Board facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the School Board facility, or utilize strong encryption methods such as AES with a minimum key size of 128, but a preference for 256 or higher. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the School Board. Any access to School Board information by contract workers from outside the School Board intranet shall be in accordance with existing School Board policies and procedures. Contract worker network connected computer

equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the School Board.

- Y. Termination:** It shall be the sole right of the School Board to terminate the contract upon written notification to the Contractor.
- Z. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the School Board may:
1. After providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The School Board may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor; or
  2. Terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the School Board, the Contractor shall not be entitled to receive any further payment from the School Board until completion of the work has occurred. After completion of the work, the School Board shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the School Board to complete the work. If the cost incurred by the School Board to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the School Board and, instead, the Contractor shall pay to the School Board the difference between the unpaid balance due and the School Board's cost to complete the work.

- AA. Waiver of One Breach Not Waiver of Others:** No waiver by the School Board or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.
- BB. Taxes:** The School Board is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, the School Board will furnish the Successful Offeror with tax exemption certificates or the School Board's tax exempt number.
- CC. Debarment Status:** By submitting their offers, Offerors certify that they are not currently debarred from submitting proposals on contracts in the Commonwealth of Virginia for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- DD. Antitrust:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the School Board all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the School Board under said Contract.
- EE. Compliance with All Laws:** The Successful Offeror shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, the Successful Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

**V. SPECIAL TERMS AND CONDITIONS**

- A. Contact with Students:** As required by Section 22.1-296.1 of the *Code of Virginia*, Offerors who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (**SEE ATTACHMENT B**). Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.
- B. Contract Term/Contract Renewal/Contract Extension**
1. Contract Term
 

Up to but not to exceed fifteen years.
- C. Insurance Requirements:** **The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the School Board will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the School Board. The certificate of insurance does not need to accompany the proposal.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and Caroline County School Board from claims which may arise out of or result from the Contractor's execution of the work,

whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect Caroline County School Board, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the School Board and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability \$1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation Virginia Statutory limits
4. Employers' Liability \$100,000 each accident
5. Umbrella/Excess Liability \$5,000,000

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names "the Caroline County School Board, its officers, employees, and agents" as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the School Board;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:

Caroline County School Board  
16221 Richmond Turnpike  
Bowling Green, Virginia 22427

- D. Negotiating Contract Reductions:** The School Board reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than



the compensation initially agreed to by the Contractor and the School Board at the time of contract execution/issuance of the purchase order. The School Board may initiate such negotiations whenever the School Board determines that it is in the School Board's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the School Board may terminate the contract/purchase order immediately and without penalty if the School Board is unable to renegotiate the compensation with the Contractor to an amount which the School Board determines to be appropriate.

- E. Presentation/Demonstration:** If in the opinion of the School Board, Offeror's presentations or demonstrations of their proposal and capabilities are warranted, the School Board will notify the appropriate Offeror(s). Such presentation or demonstration shall be at the School Board office, shall be at a date and time mutually agreed to between the School Board and Offeror(s), and shall be at the Offeror's expense.
- F. Site Visits:** Site visits may be conducted by Offerors if it is deemed necessary by the School Board.
- G. Training:** Pricing shall include the services for onsite training between the hours of 8:00 a.m. to 4:00 p.m. Scheduling for training must be coordinated with designated School Board staff. Costs associated with training shall be included with the proposal pricing.
- H. Travel:** The School Board shall not be liable for any reimbursement costs associated with travel.

## **VI. PRICING SCHEDULE**

- VII.** All information regarding the price, savings and simple payback associated with each of the energy conservation measures (ECM) proposed within each firm's submittal must be synopsisized into the following format. This is a separate document submitted outside the proposal document and must be completed in full, including information on the aforementioned Price, Savings and Simple Payback, as well as the type of savings used to justify each ECM showing 3% escalation rates when determining the simple payback associated with each. This document can be received at the pre-bid meeting.

**Because this contract is for only one building, this is an RFP for an Investment Grade Audit. The ESCO must be willing to provide firm pricing and guarantees in this response.**

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### **VIII. EVALUATION CRITERIA**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance:

Criteria	Weights
Demonstrated ability to meet or exceed requirements of RFP	20 Percent
Demonstrated site knowledge of Caroline County Public Schools	10 Percent
Technical solution and RFP compliance	15 Percent
Authorized factory Service Support and response capability	15 Percent
Price(cost shall be considered, but need not be the sole determining factor)	40 Percent

In addition to evaluating the Offeror's proposal as submitted, the School Board may make such reasonable investigations and evaluations as deemed proper and necessary to determine the ability/capability of the Offeror to perform the services/furnish the goods. Such investigations may include checking client references, the Offeror's fiscal responsibility (current Dunn and Bradstreet "Business Information Report", other equivalent independent study, or audited financial statements, etc.); on-site visitations to inspect and/or assess the Offeror's physical facilities and other capabilities; documentation that Offeror is licensed under applicable laws of the Commonwealth of Virginia; certification of other Offeror claims; and/or contract references. The Offeror agrees to cooperate and shall furnish to the School Board all such reasonable information/data and/or access for this purpose as may be requested. The School Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the School Board that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

If, in the School Board's opinion, clarifications or presentations of the Offeror's proposed services and/or goods' features and capabilities are warranted for the purpose of obtaining additional information or clarification, the School Board will notify the appropriate Offerors. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session and may or may not include the opportunity for initial negotiations should the School Board so determine. Oral presentations are strictly at the option of the School Board and may or may not be conducted. Therefore, proposals should be comprehensive, competitive, and complete.

The School Board reserves the right to reject any or all proposals and to waive any informalities or regularities. The Offeror's submission of a proposal is recognition of this right. In addition, the School Board reserves the right to fund (proceed with project or purchase) or not to fund regardless of E-Rate approval.

The School Board reserves the right to choose one or more Offerors to provide the services listed in the RFP. The School Board further reserves the right to accept proposals in whole or in part, therefore having the flexibility to select equipment and services that best meet the needs of the School Board. Offerors may respond to all or part of the RFP. Proposals should list each item separately.

#### **IX. AWARD PROCEDURE**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal.

Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the School Board shall select the Offeror which, in its opinion, has made the best proposal and award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror. Should the School Board determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Any contract resulting from this RFP will be publicly posted for inspection at the address listed on the cover of this RFP.

**ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information**

**The Offeror shall check one of the following. The Offeror is:**

a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an Offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the School Board reserves the right to determine in its sole discretion whether to allow such waivers):

**ATTACHMENT B – CERTIFICATION OF CONTRACTOR**

Full Name of Contractor: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

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

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
TITLE