

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
February 28, 2003**

RESULTED IN A PERFORMANCE
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COUNTY SAVES MONEY



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REQUEST FOR PROPOSAL #03-585-8818

**COMPREHENSIVE ENERGY AND WATER MANAGEMENT AND
RELATED CAPITAL IMPROVEMENT SERVICES FOR
CHESTERFIELD COUNTY AND CHESTERFIELD COUNTY PUBLIC
SCHOOLS**

DUE: May 8, 2003

**Request For Proposal Prepared By
Martin W. Franciscus, CPPB
Senior Contract Administrator
Purchasing Department
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchasing.asp**

Chesterfield County and Public Schools (CC & CCPS respectively) (hereinafter referred to collectively as the County) seeks proposals from interested Energy Services Companies (ESCOs) capable of providing comprehensive energy and water management and related capital improvement services for selected facilities owned or managed by the County. A description of these facilities is provided and attached hereto. Additional buildings and facilities may be included in the future by amendment under any resulting contract. It is possible that improvements may be procured on a Lease Purchase Basis and offerors are encouraged to provide financing solutions as part of their proposal. However, Lease Purchase financing will not be a factor in the award of the contract and failure to provide an option for Lease Purchase funding will have no effect on the evaluation of proposals. Reference Attachment "H", "Equipment Lease/Purchase Agreement."

The County 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 facilities addressed in an Attachment of this RFP (Facility Profile). These services and capital improvements will be provided and financed through a performance-based contract under which the County: a) incurs no initial capital costs (with option for the County to provide initial capital if desired), b) achieves significant long-term savings, c) achieves a guarantee for energy savings, water savings and operations and maintenance (O&M) savings (O&M savings includes materials and labor savings and will only be applicable at the option of the County), d) obtains consistent levels of occupant comfort and building functionality, and 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. The County seeks to maximize energy savings and related improvements within the framework of available financing, therefore, ESCOs are encouraged to advocate the installation and implementation of improvements providing the greatest possible energy, water and O&M savings. Essential services and improvements sought are those that will reduce energy and water consumption in County facilities, upgrade capital energy-related equipment, improve building operations and maintenance, save costs through fuel switching or improved demand management, and aid in meeting environmental management responsibilities.

MANDATORY PRE-PROPOSAL MEETING

A MANDATORY pre-proposal meeting will be conducted on Tuesday, April 1, 2003 at 10:00 a.m. in the Administration Conference Room, Chesterfield Administration Building, Room 502, 5th Floor, 9901 Lori Road, Chesterfield, Va 23832.

As the County will have appropriate staff on hand to answer questions, attendance at this meeting is MANDATORY. Proposals received from firms not in attendance at this MANDATORY meeting will be considered as non-responsive to the RFP and not be accepted or considered.

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

- 1.1 Submittals, in Six (6) copies, marked "Comprehensive Energy and Water Management and Capital Improvement Services" will be received no later than 5:00 P.M., Local Time Prevailing, on May 8, 2003, in:

Chesterfield County Purchasing Department
Administration Building, Room 402, Fourth Floor
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051

- 1.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with **RFP #03-585-8818** and proposal subject, "**Comprehensive Energy and Water Management and Capital Improvement Services.**"
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 In the event that the County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.
- 1.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 1.7 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. The County of Chesterfield reserves the right to award in part or in whole or to reject any or all 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 any requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 1.8 Any proposal submitted **MUST** include the Signature Sheet, which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 1.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should limit their response to 50 typed pages, font size shall be no smaller than 10.**
- 1.10 For information pertaining to the award of this procurement transaction, offerors may access public notification electronically at:
www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp
- 1.11 If you desire not to respond to this proposal, please forward your acknowledgment of **NO PROPOSAL SUBMITTED** to the above address. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.
- 1.12 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 shall not be subject to public disclosure under the Virginia Freedom

of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."

1.13 **Minority Bidders:** The Chesterfield County Purchasing Department encourages all businesses, including minority- and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals, and if not already on the County's mailing list, to request application for inclusion on the list. Should you be interested, please contact this office at (804) 748-1617 and request an application.

1.14 **Total Quality Improvement Initiative:** In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to request for proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative. The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

1.15 **The County's Definition of Total Quality Improvement:** TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

1.16 **Chesterfield County's TQI Mission Statement:** Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

2.0 SELECTED TERMS AND CONDITIONS OF THE CONTRACT

2.1 **Non-Appropriations:** The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.

- 2.2 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the offeror, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 2.3 Termination: It shall be the sole right of the County to terminate any contract upon written notification to the Contractor.
- 2.4 Nondiscrimination Clause: In accordance with Section 2-48 of the *Code of Chesterfield*, and Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of disability, race, religion, sex or national origin except where religion, sex or national origin 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.

- 2.5 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor or any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to 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 article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such

written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

2.6 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. 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
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order 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.

2.7 Environmental Management: Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

2.8 Chesterfield County, in accordance with Code of Virginia, does not discriminate against faith-based organizations.

3. SCOPE OF SERVICES

3.1 The Contractor will provide comprehensive energy and water management and capital improvement services in accordance with all terms, conditions and specifications listed hereunder, at a minimum, the services will consist of, at a minimum:

3.1.1 REQUIRED SYSTEMS AND SERVICES CAPABILITIES

An interested ESCO must have the demonstrated technical 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. Energy systems include, but are not limited to, heating, ventilating and air conditioning (HVAC) equipment, energy management and control systems, lighting systems, domestic hot water systems, the building envelope and other energy using systems such as laundry, kitchen, pool, and renewable energy systems including solar, wind and methane to electricity. 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,

cooling tower modifications, and irrigation system controls or modifications. Energy and water services include, but are not limited to, a technical energy and water audit; the design, acquisition, installation, modification and commissioning of new and/or existing energy systems. Additional services include continuing operations and maintenance for all improvements and/or training of the County's 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 achieved 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.

3.1.2 SYSTEM-WIDE REQUIREMENTS

County requires that the successful ESCO provide in base contract sites, and subsequent additional sites, the following: Energy measuring/monitoring hardware and software systems to allow real-time measurement/monitoring, control and reporting capabilities (via CCPS intranet) of (as a minimum) electrical energy consumption. Provided energy measuring/monitoring software shall be server-based, Tridium Energy Management, or approved equivalent. Regardless of submitted software system, ESCO shall provide/perform conversion/migration of existing CCPS utility data to new system. ESCO must provide software upgrades, at no additional cost throughout term of contract. All materials, construction standards and workmanship must conform to current CCPS Office of Design and Construction Master Construction Specification and Master Design Standards. New materials, systems or methodologies must be submitted for review and approval. All new, expanded, or upgraded energy management and control systems must be integrated with CCPS centralized facility scheduling software program. Duplication of facility schedule data input will not be acceptable. All new, expanded, or upgraded energy management and control systems must conform to most current CCPS Specifications (referenced at RFP website), and must utilize a standard communications protocol (ASHRAE "BACnet" or Echelon "Lonworks").

3.1.3 PROJECT SCHEDULE

- * March 1, 2003: Issue RFP
- * April 1, 2003: Pre Proposal Meeting
- * April 9 & 10, 2003: Site visits
- * May 8, 2003: Proposals Due
- * May 12 – 16, 2003: Proposal Review and Selection of Shortlist
- * May 26 – 30, 2003: ESCO Interviews
- * June 14, 2003: Preliminary Contract Negotiations
- * June 21, 2003: Development of Technical Audit Contract
- * July 22, 2003: Technical Audit, Project Analysis Completed
- * July 25, 2003: Development of Performance Contract (includes negotiation, Board approval if required, and signing)

4. CONTRACT DESCRIPTION / CONTRACTOR QUALIFICATIONS

- 4.1 Term of Contract: Any resulting contract shall become effective upon endorsement and shall be effective through a term to be determined through this process. No contract shall exceed twelve (12) years in duration. The duration of the contract will be mutually determined between the ESCO and the County based on financial factors so that a zero or positive net cash flow is realized by the County. The continuation of the terms, conditions, and provisions

of this contract beyond any/the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year. Any resulting contract does not constitute a debt, liability or obligation of the County, or a pledge of the faith and credit of the County. Any resulting contract may provide capital contributions for the purchase and installation of energy conservation and facility and technology infrastructure upgrades and modernization measures that cannot be fully funded by the energy and operational savings.

Payment and Performance Bond. The ESCO shall provide a payment and performance bond to the County relating to any installation of energy conservation measures and facility technology infrastructure upgrades and modernization measures in the amount the County finds reasonable and necessary.

Reports. Prior to the design and installation of the energy conservation measure, the County entity shall obtain from the ESCO a report disclosing all costs associated with the energy conservation measure and providing an estimate of the amount of the energy cost savings. After reviewing the report, the County may enter into an energy performance-based contract if it finds (i) the amount the entity would spend on the energy conservation measures and facility and technology infrastructure upgrades and modernization measures recommended in the report will not exceed the amount to be saved in energy and operation costs more than twelve years from the date of installation, based on life-cycle costing calculations, if the recommendations in the report were followed and (ii) the ESCO provides a written guarantee that the energy and operating cost savings will meet or exceed the costs of the system. The contract may provide for payments over a period of time not to exceed twelve years. Also, the ESCO shall provide to the County, an annual reconciliation of the guaranteed energy cost savings. The ESCO shall be liable for any and all annual savings shortfall that may occur.

Guarantee. Improvements and services must result in guaranteed minimum annual energy and water savings option, as well as guaranteed minimum levels of occupant comfort and operations and maintenance and/or any ancillary services. The ESCO shall guarantee that annual energy and operational costs saving will meet or exceed the amortized cost of energy conservation measures. **The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational costs savings or both will meet or exceed the contract term per the Code of Virginia Section 11-34-3.** The combined savings achieved by the installed projects and County contribution (if any) must be sufficient to cover all project costs including debt service and contractor fees, maintenance, monitoring and other services, for the duration of the contract. 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 or agreed-to post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. The ESCO shall provide to the County a 100% guarantee bond for the installation and faithful performance of the installed energy savings measures.

Performance Measurement and Verification. Measurement and verification of project performance should conform with the most current version of the U.S Department of Energy "International Performance Measurement and Verification Protocol", or approved equivalent methodology.

Financial Review. Detailed financial projections of project benefits are dependent upon the scope of technical retrofits finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering study and negotiation of the project structure. Respondents are encouraged to carefully review the evaluation criteria in the RFP under Financial Approach and to respond as fully as possible.

O&M savings. Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the County.

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

Special Provision – Lease Purchase Option. County may consider a Lease Purchase Option as part of the proposal. The Offeror is encouraged to provide Tax Exempt Lease Purchase financing options for 10 – 20 year terms. However, County maintains a contract with a third party financing company for the purpose of providing tax exempt financing if the need should arise. Nothing in this solicitation shall prevent County from pursuing that option should it be deemed in the best interest of the County, nor shall Lease Purchase financing be required on the part of the County. A Lease Purchase Agreement has been drafted and attached as part of this solicitation in an effort to assist the Offeror with providing Lease Purchase financing. It is desired that if the Offeror provides the option for Lease Purchase, County's form be used. Reference "Equipment Lease/Purchase Agreement", Attachment III.

- 4.2 The Contractor shall, in order to be considered for award:
 1. Be independent, fully licensed, and certified as applicable by existing federal, state and/or local mandates pertaining to the services to be provided.
 2. Possess the equipment, staff and experience to successfully service this contract.
 3. Meet all insurance requirements as listed herein.
- 4.3 The Consultant shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Consultant'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 coverage shall be such as to fully protect the Owner, the Consultant (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Consultant or his forces as enumerated above. The Consultant shall furnish a copy of an original Certificate of Insurance, naming Chesterfield County and Chesterfield County School Board as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Consultant shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk

Management 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.

At a minimum, the insurance to be included shall include, General and Excess Liability, Workers Compensation.

INSTRUCTIONS REGARDING INSURANCE CERTIFICATES

An original copy of a Certificate of Insurance shall be required and must be furnished by the successful contractor during execution of the contract. The Certificate of Insurance does not need to accompany the bid.

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. **All requirements herein must be met before the County will execute the contract.** In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board as additionally insured**. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**DESCRIPTION**" where the language may be inserted as follows:

Chesterfield County and Chesterfield County School Board is additionally insured or that Chesterfield County and Chesterfield County School Board is additionally insured with respects to General Liability; and/or Umbrella policies.

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

NOTE: The cancellation clause in the Insurance Certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."

3. The Certificate Holder should be listed as: Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0051
IFB/RFP No. _____

4. Certificate of Insurance must have an original signature.

5. COUNTY RESPONSIBILITIES

5.1 The County shall:

1. Provide to Consultant all information in possession of the County which relates to the County's requirements for the project or which is relevant to the project.
 2. Assist the Consultant in obtaining permission to enter upon public or private property as required for Contractor to perform its services.

3. Examine all studies, tests, results, sketches, drawings, specifications, proposals, and other documents presented by the Consultant.
4. Designate a person to act as the county representative with respect to the services to be performed under any resulting contract. Such person shall have the authority to transmit instructions, receive information, interpret and define County policy and decisions pertaining to the Consultant's services.

6. INFORMATION TO BE PROVIDED IN PROPOSALS

- 6.1 This section provides information about the required response from the ESCO. The first section provides details about submitting the proposal, including what must be sent, the number of copies and the time and date of the deadline. The next two sections: ESCO PROFILE and ESCO QUALIFICATIONS AND APPROACH TO PROJECT provide forms that must be filled in and submitted by the ESCO as part of the ESCO response. Proposers shall include as part of their proposal responses to the following information at a minimum:

PROPOSAL SUBMITTAL INFORMATION

General Information:

Refer to "Procurement Process" in the body of the RFP for more detailed information on proposals. Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead the County, may be used as grounds to find the proposing ESCO ineligible. All submissions become the property of County and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

Submit The Following:

- a. **Attachment D: "ESCO Profile" and "ESCO Qualifications and Approach to Project"** Quantity: Six (6), including original.
- b. **Sample Technical Energy Audit** Quantity: Six (6)
- c. **Cover Sheet** to accompany each of the above submittals, as given below.

To: **Chesterfield County** Attention: **Purchasing Dept**
RE: Response to RFP – Energy Performance Contracting Services

Date: _____

From:

Firm Name: _____

Address: _____

General Phone Number: _____

Contact Person

Name: _____

Title: _____

Phone: _____

Fax: _____

e-mail Address (if applicable): _____

Submit To:

Chesterfield County

Attention: *Purchasing Dept. 9901 Lori Road, Chesterfield, Virginia 23832*

Mailing address:

PO Box 51 Chesterfield, Virginia 23832

Due Date: May 8, 2003

Submittals must be *received* at the above address on or before May 8, 2003 by 5:00 PM.
Local time prevailing

For further information, please contact:

General/procedural Information: Martin W. Franciscus, CPPB
Senior Contract Administrator
PO Box 51
Chesterfield, VA 23832
Phone: (804) 748-1703
Fax: (804) 717-6378
E-mail: franciscusm@chesterfield.gov

Technical Information: D. Daryl Bishop, CEM
Energy Manager Chesterfield County and Schools
PO Box 40
Chesterfield Virginia 23832
Phone: (804) 748-1996
Fax: (804) 748-3032
e-mail: bishopd@chesterfield.gov

ESCO PROFILE

NOTES:

- ESCO may request an electronic copy of this form for easier preparation.
- ESCO must address all questions. If not applicable, enter "N/A".

1. General Firm Information

Firm Name: _____

Mailing Address: _____

Physical Address: _____

Names, Titles and Phone Numbers of two principal contact persons:

1) _____

2) _____

Name Title Phone

Submittal is for:

Parent Company

Subsidiary

Division

Branch Office

List any Division or Branch Offices that will participate materially in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable)

Name: _____

Address: _____
Former Name(s) of Firm (if applicable)
Name: _____
Address: _____

2. Date Prepared: _____

3. Type of Firm

- Corporation
 Partnership
 Sole Proprietorship
 Joint Venture

4. Federal Employer Identification Number: _____

5. Year Firm Established: _____

6. Minority Business Information

- a. **Recognized MWBE.** Is your firm a recognized Minority or Woman-owned Business Enterprise (MWBE)? Yes No
- b. **Category.** If yes, please indicate the appropriate category.
 American Indian Spanish Surname
 Asian-American Woman-Owned
 African-American Other
- c. **Certifying Agencies.** If yes, indicate which jurisdictions or certifying agencies recognize your firm's MWBE status.
- d. **Accommodation.** If "No", please summarize how you will accommodate MWB preferences.

7. Five-year summary of contract values for energy related services:

199____: \$_____ (to date)

199____: \$_____

200____: \$_____

200____: \$_____

200____: \$_____

Estimate of total value for all energy-related contracts that are currently in force:
\$_____ (total value) as of _____ (date).

8. Corporate Background

- a. **Years Under Present Name.** How many years has your firm been in business under its present business name? _____ Years

- b. **Former Names.** Indicate all other names by which your organization has been known and the length of time known by each name.

Name: _____ Years: _____
Name: _____ Years: _____

- c. **Years in Energy Business.** How many years has your firm been providing energy-efficiency related business? _____ years. How many years your firm has offered performance contracting services? _____ years.
- d. **Number of Contracts.** Indicate the number of energy savings performance contracts actually implemented by your firm. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)
- e. **State Qualification.** Identify all states in which your firm is legally qualified to do business.
- f. **Lawsuit Involvement.** Has your firm been involved in a construction related lawsuit (other than labor or personnel litigation) during the past five (5) years? _____ Yes _____ No. If yes, please explain in detail the nature of the claim, circumstances, amount in dispute, date suit was filed, and the outcome of the case. Note: If your company is currently under suspension or debarment, your proposal may not be accepted or considered.
- g. **Construction Arbitration Involvement.** Has your firm been involved in any construction arbitration demands during the past five (5) years? _____ Yes _____ No. If yes, identify the nature of the claim, amount in dispute, parties, and ultimate resolution of the proceeding.
- h. **National Labor Relations Board or Similar Involvement.** Has your firm been involved in any lawsuits, administrative proceedings or hearings initiated by the National Labor Relations Board or a similar state or federal agency during the past five (5) years regarding your firm's safety practices? _____ Yes _____ No.

If yes, identify the nature of the claim and the ultimate resolution of the proceeding.

- i. **OSHA-Type Proceedings.** Has your firm been involved in any lawsuits, administrative proceedings or hearings initiated by the Occupational Safety and Health Administration or a similar state or federal agency during the past five (5) years regarding the safety of one of your firm's projects? _____ Yes _____ No. If yes, identify the nature of the claim and the ultimate resolution of the proceeding.
- j. **Bankruptcy Involvement.** Has your firm, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? _____ Yes _____ No. If yes, explain in detail the circumstances, date the protection order was filed and the resolution of the case (or current status, if still ongoing).

9. Financial Information

- a. **Financial Statement.** Attach your firm's most recent financial statement or annual report for each of the last three years.
- b. **Statement of Financial Conditions.** Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months. Provide the name, address, and the telephone number of firm(s) that prepared the Financial Statements:

Name: _____
Address: _____

Phone: (_____) _____

- c. **Accounting Firm Information.** If these financial documents were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial statements.

10. Authorization

Dated at _____ this day
of _____, 20_____. Name of Organization:

By _____
Title _____

11. **Attachments.** List all attachments created to address additional information. List by number and heading in this ESCO Profile. If a computer-generated form is used, detailed descriptions can be included in the appropriate section rather than prepared as an attachment.

Item # Heading Name

Attachment for # _____

12. Notary Statement

Mr./Ms. _____ being duly sworn deposes and says that he/she is the _____
of _____
(Title) (Contractor(s) and that answers to the foregoing questions and all statements
therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.
Notary Public _____

My Commission Expires _____, 20_____

ESCO QUALIFICATIONS AND APPROACH TO PROJECT

Please provide answers to each category listed below. Provide your responses on 8-1/2" x 11" sheets of paper and number and title each answer to the corresponding category. All pages in your response to this attachment should be numbered sequentially.

1. General Qualifications

- a. **Project History.** Briefly describe all energy performance contracts or related projects which your firm has managed within the last three (3) years. (Do not include projects/contracts managed by team members or subcontractors.) Identify those project references involving buildings similar to the building(s) described in the technical appendices.

NOTE: If this response is submitted by a branch office or division of a parent company, division. Projects that have been managed by individuals who will be specifically assigned to this project should also be included and identified.

Include the following information on each project:

- 1) Project Identification. Name the project County, state the type of project (generic building type such as hospital, school, etc.), provide the location (city, state).
- 2) Project Dates. Project Actual Construction Start and End Dates
- 3) Project Size. Number of buildings and total square footage.
- 4) Project Dollar Amount. Provide the total contract amount and the total project capital expenditure amount.
- 5) Source of Funds. State the source of funds used for the project and your firm's role, if any, in securing those funds.
- 6) Contract Terms. State the type of Contract (shared-savings, lease purchase, guaranteed savings), the duration of the contract term, and the financing arrangement.
- 7) Technical Design Personnel. Include name(s) of primary technical design personnel.
- 8) Project Schedule. Indicate if the project was completed on schedule. If not, please explain.
- 9) List of Improvements. List the retrofits and operational improvements related to energy, water and O&M cost savings.
- 10) Projected Annual Savings. State the projected annual energy, water and O&M savings (Therms, kWh, kW, Gallons, etc.). (See sample form below.)
- 11) Guaranteed Savings. State the amount of the guarantee (see sample form below). Also describe how the guarantee functioned and if your firm was required to pay funds to meet the guarantee.
- 12) Actual Annual Savings. State the actual annual energy, water and O&M savings (Therms, kWh, kW, Gallons). Also describe if savings were measured or stipulated. (See sample form below.)
- 13) Summarize savings results in a format similar to that shown here:

Project Name: _____
Projected annual energy savings
Guaranteed energy savings
Actual Energy Savings
Year #1 Year #2 Year #3 Year #4 Year #5
kWh kWh
Therms Therms
kW kW
gal gal

- 14) Comments. Comment on any special features, services, conditions, etc.
- 15) References. Provide the names, titles, telephone numbers and email addresses of the County(s)' representatives that can supply references. Provide (at least) three reference letters from County's representatives

b. Personnel Information. Provide the following information as it relates to your approach to the proposed project.

- 1) Full-Time Personnel. Indicate the number of full-time personnel employed by your firm and the percent available to work on this project. (Can be answered as part of item "b" below.)
- 2) Qualifications and Experience. Identify who will have the primary responsibility for each task and phase of the project including technical analysis, engineering design, construction management, construction, training and post-contract monitoring. For each of the individuals listed, indicate the following: name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities (if relevant to role), list of projects individual was associated with during the last five (5) years including type of project and project cost, resume.
- 3) Areas of Expertise. List all areas of expertise related to potential energy and water improvements in facilities. Include specialized areas of expertise in areas that might be relevant to the project (swimming pools, laboratories, renewable energy system application or rehabilitation, daylight design, etc.) Also describe the professional and skilled trades that your firm customarily performs with employees.
- 4) Contract Negotiations Personnel and Legal Counsel. Give the name and address of the person who will have primary responsibility for contract negotiations. Also identify your firm's legal counsel for this project.
- 5) Subcontractors. Describe the nature of work generally conducted by subcontractors and discuss your flexibility in hiring subcontractors recommended by Customer or in selecting local subcontractors in Customer's geographic area.

2. General Approach

- a. **Project Summary** (not to exceed 5 pages): Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) that would be offered for this project. Include a brief description of your firm's approach to management and the specific benefits your firm can offer Customer. Propose a preliminary project schedule.
- b. **Training Provisions.** Describe your firm's capabilities in providing technical training for Customer's facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
- c. **Engineering Design.** Describe your firm's approach to the technical design of this project.
- d. **Monitoring and Verification.** Describe the methodology proposed for ongoing monitoring and savings verification of each recommended project's performance, including the frequency of such efforts. Note if an industry standard such as the *International Monitoring and Verification Protocol* is used and describe the preferred method.
- e. **Cost of Audit.** Estimate the total cost of the technical audit to Customer. This amount is not reimbursable.

- f. **Baseline Calculation Methodology.** Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- g. **Adjustment to Baseline Methodology.** Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment. Please refer to the Technical Facility Profile of Attachment F which describes that some buildings will have substantial changes in use, and address these issues in particular.
- h. **Savings Calculations.** List all procedures, formulas and methodologies including special metering or equipment; your firm will use to calculate energy, water and O&M savings. Include assumptions made in the calculations.
- i. **Dollar Savings Calculations.** Describe the procedure to assign dollar values to the O&M, energy and water savings.
- j. **ESCO Fee Calculation.** Describe your methods for calculating your firm's fees as a function of the project's total combined savings. Describe the specific services for which your firm will be paid over the contract term. Describe the method by which your firm will be paid for those services and how often payment will be made.
- k. **Maintenance Contract Flexibility.** Describe the types of services included in the maintenance contract. Comment on whether Customer's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee. (These duties could include programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.). Describe the required length of the maintenance contract and the relationship with the guarantee in the event that Customer chooses to terminate the maintenance contract prior to the end of the performance contract.
- l. **Cost Savings Guarantee Calculations.** Describe your firm's procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings will be documented for Customer's benefit.
- m. **Open Book Pricing.** Describe your firm's approach and experience in providing open-book pricing.
- n. **Billing and Invoices.** Describe your standard billing procedures and attach a sample invoice.
- o. **Provision of Financing.** Briefly describe the types of financing arrangements provided by your firm for past performance contracting projects. Include a brief description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Indicate what representative interest rates may be available, financing terms and other variable economic factors associated with each method. Please comment on how you would work with Customer to utilize tax-exempt financing or other methods to keep financing costs at a minimum.
- p. **Provision of Insurance.** Describe level and types of all insurance policies applicable to the project.

- q. **Environmental Liability.** State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the course of the project. If the firm is willing to accept any level of environmental liability, state the level and provide a cost analysis.
- r. **Provision of Warranties.** State the nature and term of all warranties that will apply to the project.
- s. **Equipment County ship and Service Responsibility.** Describe the status of equipment County ship and service responsibility at contract expiration.
- t. **Sample Technical Energy Audit and Project Development Agreement.** Describe any modifications you recommend or require regarding the Technical Energy Audit and Project Development agreement in this RFP.
- u. **Sample Contract Agreement.** Briefly explain how your Master Contract Agreement and Performance Contract Agreements for specific facility improvements work. Attach a sample of both types of contracts offered by your firm. However, note that State agencies are required to use a state-issued contract.
- v. **Sample Technical Audit.** Briefly describe your approach to auditing a facility. Submit a sample technical audit conducted by your firm for a similar project (as directed in the Proposal Submittal Information). This audit must include detailed energy and economic calculations.

3. Site Specific Approach

- a. **Technical Site Analysis.** Based on your preliminary assessment of the information provided, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. Address energy, water and O&M opportunities. Also describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe your approach to achieve standardization of equipment in the facilities to be addressed. Describe any special features or services associated with your proposed improvements that would add value to Customer.
- b. **Operations and Maintenance.** Describe any major changes in operations or maintenance of Customer's facilities that your firm foresees based on the information provided. Briefly describe the maintenance responsibilities of your firm and Customer. Describe how your firm would provide appropriate training in operations and maintenance of installed improvements.
- c. **Standards of Comfort.** Describe standards of comfort and functionality that will be used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.
- d. **Construction Management.** Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Describe your flexibility and/or any limitations regarding possible Customer activities such as: Customer's management of additional energy and water projects, Customer's monitoring of installation and performance of ESCO projects, Customer's integration of other identified capital needs with ESCO projects which may or may not contain energy and water saving opportunities.

- e. **Project Financing.** Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including projected interest rate, financing terms with formulas used to determine periodic payments, equipment County ship, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing of this project

7. SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

7.1 EVALUATION CRITERIA

- 7.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1. Project Management

- a. **Responsiveness to Goals.** Responsiveness to the specific goals identified in the RFP and attachments.
- b. **Comprehensiveness of Services.** Comprehensiveness of management, maintenance, and monitoring services offered.
- c. **Benefits of Services.** Specific benefits to the County of proposed services.
- d. **Project Management Interface.** Ability to interface ESCO's project management with the County's project management.
- e. **Coordination of Construction.** Demonstrated ability to coordinate project construction with the County's project team, local utilities, subcontractors, equipment suppliers, facility personnel and occupants. ESCO will give a high priority to the occupant hours of operation and preference of duration of interruption, if any.
- f. **Construction Management.** Ability to effectively manage construction, repairs, regular service and emergencies.
- g. **Training Provisions.** Quality of provisions for training the County's facility staff and occupants.
- h. **Assignment of Responsibility.** Clear assignment of responsibility for various project tasks to specific individuals.
- i. **Implementing Project Schedule.** Ability to complete all phases of the project on schedule, with minimal disruption to the County's mission and facilities.
- j. **Communication Skills.** Quality of communication skills of the ESCO's representatives at the oral interview.

2. Technical Approach

- a. **Understanding of Conditions.** Understanding of the existing building conditions, systems, operations and schedules.
- b. **Technical Qualifications.** Qualifications and relevant experience of the technical design staff.
- c. **Technical Approach.** Comprehensiveness and clarity of the technical approach to this project based on improvements likely to be included. Quality of conceptual design presented in oral interview.
- d. **Responsiveness of Strategies.** Approach to adapting control strategies, equipment, and maintenance practices in response to changes in utility rates, technology, and building conditions in order to enhance project performance.
- e. **Experience of Key Personnel.** Number of past projects completed by the person(s) responsible for this project's technical design that include technical measures proposed for this project.
- f. **Quality of Technical Audit.** Quality of a sample technical audit for a similar type of facility completed by the person(s) responsible for project technical design.
- g. **Baseline Calculation Methodologies.** Reasonableness of the typical baseline energy and water use calculation methodology.
- h. **Approach to Maintenance Contracts.** Approach to maintenance contracts, including required length and relationship to performance guarantee.
- i. **Extent of Customer Involvement.** Willingness to allow County staff to perform installation or maintenance on equipment.
- j. **Past Project Performance.** Documented energy savings of previous projects managed by the ESCO.
- k. **Reference Checks.** Reliability of equipment performance of ESCO's past performance contracting projects, based on reference checks.

3. Financial Approach

- a. **Financial Soundness.** Financial soundness and stability of the ESCO. Completeness and strength (financial viability) of most recent annual financial statements.
- b. **Performance Guarantee.** Terms of the guarantee of the project's financial performance.
- c. **Insurance Capability.** Provide documentation that your firm can comply with the minimum insurance requirements for this project.
- d. **Cost Savings Calculations.** Quality and clarity of the intended financial savings calculations.
- e. **Invoice Clarity.** Clarity of the sample project invoice.

- f. **Pricing Approach.** Approach and experience in providing desired pricing methodology. Note: Pricing methodology and cost markups will be evaluated during ESCO selection (see "Procurement Process" of this RFP).

4. Legal Approach

- a. **Contract Quality.** Quality of sample legal agreement.
- b. **Adjustments to Baseline.** Contractual provisions to accommodate changes in building energy use regarding occupancy, operating schedule, weather, etc., including adjustments to the energy use baseline.
- c. **Technical Approach.** Comprehensiveness and clarity of the technical approach to this project based on improvements likely to be included. Quality of conceptual design presented in oral interview.
- d. **Responsiveness of Strategies.** Approach to adapting control strategies, equipment, and maintenance practices in response to changes in utility rates, technology, and building conditions in order to enhance project performance.
- e. **Experience of Key Personnel.** Number of past projects completed by the person(s) responsible for this project's technical design that include technical measures proposed for this project .
- f. **Quality of Technical Audit.** Quality of a sample technical audit for a similar type of facility completed by the person(s) responsible for project technical design.
- g. **Baseline Calculation Methodologies.** Reasonableness of the typical baseline energy and water use calculation methodology.
- h. **Approach to Maintenance Contracts.** Approach to maintenance contracts, including required length and relationship to performance guarantee.
- i. **Extent of Customer Involvement.** Willingness to allow County staff to perform installation or maintenance on equipment.
- j. **Past Project Performance.** Documented energy savings of previous projects managed by the ESCO.
- k. **Reference Checks.** Reliability of equipment performance of ESCO's past performance contracting projects, based on reference checks.

7.2 SELECTION PROCEDURE

7.2.1 Procedure Overview:

Site Visits. Prior to the submission of proposals, the County will arrange a mandatory pre-proposal meeting. A walk-through inspection tour of the buildings described in the Attachment to this RFP is highly recommended prior to bidding. Knowledgeable representatives will be available to answer questions about the operation of the facilities. All ESCOs are encouraged to carefully review the facility profile information contained in the Attachment and to visit the facility in order to enhance their understanding of existing building conditions and opportunities. The ESCO may perform additional walk-throughs of the remaining buildings

during the hours of 8:00 a.m. – 3:00 p.m. Monday-Friday. The ESCO is required to check into the facility's main office and obtain a school issued identification badge at each location. To make arrangements for walk-through inspection tours, please contact the individual site contact person listed in the Facility Profile. Scheduling conflicts should be resolved by contacting:

D. Daryl Bishop, CEM
Phone: 804-748-1996
Fax: 804-748-3032
e-mail: bishopd@chesterfield.gov

Submission of Written Proposals. ESCOs that wish to participate must submit responses as directed in the Attachment D: ESCO Response. All submissions become the property of the County and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO. Responses must be prepared as described in the attachment.

Proposal Review and Selection of Finalists. The County will establish a Project Evaluation Team to review and evaluate the written responses to this RFP. The County reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the County to do so.

ESCO Interviews and Ranking. Each of the selected finalist ESCOs will participate in a detailed oral interview to answer questions from the Project Evaluation Team and more fully discuss how its approach to this project satisfies the evaluation criteria set forth in this RFP. All persons with major responsibility for the project's technical design, management and contract negotiation should be present at the interview. Each oral interview may be tape-recorded. A more complete description of the interview process and format will be sent to each of the selected ESCOs. Based on results from both the written responses to the RFP and the oral interviews, the Project Evaluation Team will rank the ESCOs such that contract negotiations will proceed with the top-ranked ESCO(s).

Preliminary Contract Negotiations. The top-ranked ESCO(s) will be required to disclose a description of the intended pricing methodology in addition to general cost markup information. Markups, inclusive of all fees, for all cost categories will be required, such as markups for direct labor and direct materials as well as markups on both labor and materials related to profit, overhead, subcontractors and contingencies. Cost categories can be specified by the ESCO(s). These markups will be used in any subsequent technical audit cost projections and in any final performance contract. The County has the right to reject the top-ranked ESCO(s) if costs are not determined reasonable. In that event, the County has the right to begin negotiations with the second-ranked ESCO(s).

Development of Technical Energy Audit and Project Development Agreement. The County intends to negotiate a contract for the technical audit as described in the Attachment to this RFP. If an acceptable technical energy audit and project development agreement cannot be reached within 30 days from the date of ESCO(s) selection, negotiations with the next-ranked ESCO(s) may be initiated.

Development of Energy Performance Contract. Following successful completion of the technical energy audit, the County intends to negotiate a performance contract to implement the projects. The County has the option to decline any or all performance contract agreements. This agreement is also known as an Energy Services Agreement. informalities and minor irregularities in submissions received and to accept any submissions if deemed in

the best interest of the County to do so.

ESCO Interviews and Ranking. Each of the selected finalist ESCOs will participate in a detailed oral interview to answer questions from the Project Evaluation Team and more fully discuss how its approach to this project satisfies the evaluation criteria set forth in this RFP. All persons with major responsibility for the project's technical design, management and contract negotiation should be present at the interview. Each oral interview may be tape-recorded. A more complete description of the interview process and format will be sent to each of the selected ESCOs. Based on results from both the written responses to the RFP and the oral interviews, the Project Evaluation Team will rank the ESCOs such that contract negotiations will proceed with the top-ranked ESCO(s).

Preliminary Contract Negotiations. The top-ranked ESCO(s) will be required to disclose a description of the intended pricing methodology in addition to general cost markup information. Markups, inclusive of all fees, for all cost categories will be required, such as markups for direct labor and direct materials as well as markups on both labor and materials related to profit, overhead, subcontractors and contingencies. Cost categories can be specified by the ESCO(s). These markups will be used in any subsequent technical audit cost projections and in any final performance contract. The County has the right to reject the top-ranked ESCO(s) if costs are not determined reasonable. In that event, the County has the right to begin negotiations with the second-ranked ESCO(s).

Development of Technical Energy Audit and Project Development Agreement. The County intends to negotiate a contract for the technical audit as described in the Attachment to this RFP. If an acceptable technical energy audit and project development agreement cannot be reached within 30 days from the date of ESCO(s) selection, negotiations with the next-ranked ESCO(s) may be initiated.

Development of Energy Performance Contract. Following successful completion of the technical energy audit, the County intends to negotiate a performance contract to implement the projects. The County has the option to decline any or all performance contract agreements. This agreement is also known as an Energy Services Agreement.

7.2.2 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 County shall select the offerors, which, in its opinion, have made the best proposal and award the contract to those offerors. Should the County 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.

7.3 REFERENCES

- 7.3.1 All offerors shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- 7.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

7.4 BASIS FOR AWARD

- 7.4.1 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the county, shall be utilized in the final award.

7.5 NO CONTACT POLICY

- 7.5.1 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

7.6 FURTHER INFORMATION

- 7.6.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mr. Daryl Bishop, Energy Manager at (804) 748-1996. Any other questions may be directed to Mr. Martin W. Franciscus, CPPB, Senior Contract Administrator, at (804) 748-1703.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #02-585-8818**.

My signature also certifies that 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 Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (_____) _____ **Fax No.:** (_____) _____

Date: _____ **Minority:** _____ **Women Owned:** _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

ATTACHMENT

Examples of Energy Conservation measures identified in Chesterfield County and Schools:

- Install occupancy sensors install throughout county and schools
- Install boiler controls throughout county and schools
- Install LED exit lighting to replace incandescent (per 100)
- Replacement of T12 fixtures with T-8 per 25,000 fixtures (up to 125,000)
- Install software to save computer monitor energy while not in use
- Review condition and replace as needed thermal ice-storage with chillers
- Replace Chillers as needed
- Replace elec. Water heaters with Natural Gas at various locations using (Robious) as example
- Right Lighting-remove unnecessary fixtures
- Remotely control ball lighting from internet develop and implement
- Replace Mercury Vapor gym lights with GL T-5 or T-8
- Recommend process improvements while auditing
- Generate electricity from digester gas at waste treatment facility
- Software and controls to limit demand and optimize system
- Replace seals in pumps- utilities
- Install variable speed drives
- Install micro-turbine test site at NATS
- Install an Energy Accounting system integrated with controls