
**REQUEST FOR PROPOSAL (RFP)
FOR AN
ENERGY PERFORMANCE CONTRACTING PROJECT**

The Middlesex 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 the County schools which will result in a guaranteed amount of energy savings.

Please note that proposals are due by **November 5, 2012, 3:00 p.m.** Five copies of the response must be sealed and delivered to:

**Middlesex County Public Schools
Attention: Dr. James Lane, Superintendent
2911 General Puller Highway
Saluda, VA 23149**

PROJECT OVERVIEW

The intent of this request is to solicit proposals from Energy Services Companies (ESCOs). The selection will be based on projected project savings, ESCO experience, methodology employed, ability to respond to the agency'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.

The following schools and/or buildings are to be included in the scope of work:

Elementary School
St. Clare Walker Middle School
High School
Administration Building

****NOTE CHANGE OF DATES****

Firms will be provided a walk-thru visit of each site starting on Thursday, October 25, 2012, 9:00 a.m., at the Middlesex County School Board Office/ Central Office Administrative Building and following the walk-thru a mandatory pre-bid meeting will occur to answer questions. If necessary, the walk-thru site visits will continue on Monday, October 29, 2012 starting at 9:00 a.m.

The purpose of this walk-thru visit is to acquaint the firms with any and all conditions at the site and to identify, inspect and inventory the equipment. One conducted tour of the premises will be conducted and each firm can have a maximum of two employees on the tour. Firms are not allowed to tour the sites unescorted or at any time other than on a scheduled tour. The firms will not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required with this specification, because of the failure to become acquainted with all the information concerning the services to be

performed. It is the responsibility of the firm to inventory all equipment in the buildings for purposes of developing a proposal.

If hand delivered, sealed proposal will be accepted at the address above. The District reserves the right to reject any and all responses resulting from this request. Late responses will not be accepted and will be returned to the submitting company unopened. The District is not liable for any cost incurred by any person or firm responding to this request.

The District reserves the right to reject as non-responsive any proposals that do not contain the information requested in this request. Additionally, District reserves the right to reject as non-responsive any proposals that are not organized and formatted as described in this request.

Any and all questions regarding this request and the program it represents must be submitted in writing to:

Dr. James Lane
Superintendent
Middlesex County Public Schools
2911 General Puller Highway
Saluda, VA 23149

RESPONSE FORMAT AND CONTENTS

The responses to this request will consist of the following specific information subject areas that must be completed and returned in the order indicated below. The ESCO shall provide specific information directly addressing the information requested in that section. Any additional information not specifically requested in this request must be put in a separate Appendix at the end of the response. Additionally, all supplemental materials (brochures, product information sheets, etc.) not specifically tailored to this response must be placed in the Appendix.

COVER LETTER

The ESCO's proposal will include a cover letter at the beginning of the proposal. The cover letter shall provide a summary of the information presented in the proposal; names and telephone/fax numbers of person(s) authorized to provide any clarification required; and a statement accepting the terms of this solicitation or noting specific exceptions taken to any of the terms and conditions specified in this document. This cover letter shall also include the name and signature of the person(s) authorized to conduct final contract negotiations on behalf of the ESCO.

TABLE OF CONTENTS

The ESCO's proposal should include a Table of Contents referencing each information section of this request.

EXECUTIVE SUMMARY

Highlight the ESCO's unique qualifications and fitness for this project.

PERSONNEL

Provide a proposed staffing plan showing the project organization, supervisory responsibilities, and lines of authority. Identify the corporate affiliation for each staff member listed in the plan. 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.

PROJECT MANAGEMENT / 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.

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.

ENERGY SAVINGS

It is expected that, at a minimum, the following energy conservation techniques will be investigated on an individual basis or in combination with other techniques and implemented, if deemed cost effective by District and the ESCO.

- Energy management control system
- Large-scale lighting control
- Individual room lighting control (motion sensors)
- Optical reflectors for fluorescent light fixtures
- Fluorescent lamp and ballast replacement
- Incandescent to florescent lighting conversion
- kW Demand Control
- Meter consolidation (electric and/or gas)
- Power Factor correction
- Conversion to HID
- Motion sensor control
- Day lighting control
- Exit sign conversion
- Other lighting modifications
- Air conditioning unit replacement
- Chiller replacement
- Chiller optimization and control
- Economizer control
- Thermal storage for heating and cooling
- Environmental system control replacement
- Heating, ventilating and air conditioning system modifications
- Variable speed/frequency drives
- Air compressor replacement/upgrade
- Fuel conversion
- Boiler/burner replacement

- Boiler heat recovery
- Boiler combustion controls
- Building envelope improvements
- Domestic hot and cold water systems
- Air management systems
- High efficiency motors
- Motor down-sizing
- Energy conservation awareness training

Any other ECMs proposed by the ESCO will also be considered. All energy conservation measures (ECM) 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 20-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.

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?

REFERENCES

Provide information on 5 energy and water savings performance contracts that the respondent has successfully implemented.

References shall include:

- Customer name
- Name and Telephone Number of Contact
- Brief Description of the Project
- Project Beginning and Ending Dates
- Specific ECMs installed
- Project cost, guaranteed savings and actual savings

- Percent of Project savings resulting from energy savings, O&M savings and stipulated savings – separate energy and non-energy savings. If savings other than energy were used, specify what these savings were, how they were calculated, and how they were guaranteed.

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.

TRAINING AND SUPPORT

Please state what customer service support and/or training District will receive after the project has been installed and how will it benefit District.

Describe any preventive/emergency maintenance needs, who will provide such (fee schedule), effects of such maintenance program to energy savings guarantee

Is a maintenance contract required for this Performance Contracting project? If so, what is the cost to District What is the length of the maintenance contract?

PRICE AND SAVINGS

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.

SELECTION OF THE ESCO

Based on the Site-Specific Approach submissions, an ESCO will be selected and assigned to work with the District on this energy project.

The Owner and the ESCO will negotiate a letter of Intent to conduct an Investment Grade Audit. The Final proposal must be within 110% of price and 85% of savings of the preliminary proposal. The project must require no capital contributions. Should the project not

move forward the District will reimburse the ESCO for the Investment Grade Audit based on the requirements stated in the letter of intent.

Basis of Selection

The Middlesex County Public Schools shall evaluate proposals and, if a firm is to be selected, select the firm on the basis of the following:

- The firm's written technical plan and approach towards providing the requested systems and services contained in the RFP.
- The firm's relevant experience, qualifications, and track record in providing the goods and services and the ability to perform energy performance contracting and sustainability services as outlined in this RFP.
- The firm's financial proposal and relevant terms including overall costs and savings.
- The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided.
- The firm's references from other school systems with requirements similar to those of the Middlesex County School System.

Attachment 1

A. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.

B. Small, Women-owned, Minority-owned (SWAM), and Middlesex Business Specify whether the firm is a SWAM or located within the Middlesex boundaries. Firms can only be considered a Small, Women-owned or a Minority-owned Business, if certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE). All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of their failure to certify as a SWAM firm. The Commonwealth's definitions are:

- **Minority-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity Middlesex School Board interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

- **Minority Individual** means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

- "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.

- "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

- "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

- "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

- "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

- **Small Business Enterprise** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program.

- **Woman-owned Business Enterprise** means a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity Middlesex School Boards interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support the School System's goal to increase business annually by 5% with these firms.

- **Middlesex Business** means any private business enterprise, located within the jurisdictional boundaries of the County of Middlesex.

Attachment 2

Mandatory Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the Middlesex Public Schools does not discriminate against faith-based organizations.

B. Conflict of Interests

The Selected Firm represents to MCPS that it's entering into this Agreement with MCPS and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the Middlesex Public Schools Superintendent and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below. If to the Middlesex Public Schools:

Dr. James Lane, Superintendent, Middlesex Public Schools, 301 Pine Avenue,
Middlesex, VA 22980

If to the Selected Firm:

The person signing the Selected Firm's proposal in response to the MCPS RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

The Selected Firm is not an employee of MCPS, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, MCPS, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the Middlesex Public Schools, or to otherwise act on behalf of MCPS, except as MCPS may expressly authorize in writing.

G. Worker's Compensation and Employers Liability

The Selected Firm will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on the School System's property. During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) 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 Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) 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 agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access Act

In accordance with §§ 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain a State of Virginia Class A, B, or C Contractor License for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies.

License # _____ Type _____

A copy of the license must be furnished upon request to the School System