



Department of Buildings and General Services
BGS Financial Operations
Office of Purchasing & Contracting
10 Baldwin St [phone] 802-828-2215
Montpelier VT05633-7501 [fax] 802-828-2222
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID REQUEST FOR PROPOSAL

Whole Building Energy Investment Assessment

ISSUE DATE: March 16, 2012

BIDDERS' CONFERENCE: March 22, 2012 10:00am

QUESTIONS DUE BY: April 4, 2012 4:30pm

DUE DATE and TIME: April 11, 2012 2:00pm

LOCATION OF BID OPENING: 10 Baldwin St, Montpelier

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: Robert Pierce
TELEPHONE: (802) 828-2215
E-MAIL: robert.pierce@state.vt.us
FAX: (802) 828-2222

1. **OVERVIEW:**

- 1.1. **SCOPE AND BACKGROUND:** The Office of Purchasing & Contracting is seeking to establish purchasing agreements with one or more companies that can provide Whole Building Energy Investment Assessment.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of 12 months with an option to renew for 2 additional 12 month periods. Proposed start date will be **May 1, 2012**.
- 1.3. **CONTRACT VALUE/QUANTITY:** The total estimated annual value of this contract is unknown at this time. . The annual value and quantities are estimated only based on prior usage; actual purchases may be higher or lower depending on the state's needs.
- 1.4. **SINGLE POINT OF CONTACT:** All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of: **Robert Pierce**, Purchasing Agent, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, Montpelier, VT 05633-7501. **Robert Pierce**, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.
- 1.5. **BIDDERS' CONFERENCE:** A bidders' conference will be held **March 22, 2012 10:00am**. The site location is the Emory Hebard State Office Building, 100 Main Street, Newport, VT. 05855
- 1.6. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than **April 4, 2012 4:30PM**. Questions may be e-mailed to robert.pierce@state.vt.us . Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids> . Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.
- 1.7. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.

2. **DETAILED REQUIREMENTS: Introduction to the Whole Building Energy Investment Assessment Project**

2.1. The 2011-2012 Legislative Session produced Act No. 40 (H.446). In that Act, the General Assembly asks, "...each agency, board, department, commission, committee, branch, or authority of the state, reduce its energy consumption, including the amount of fuel used by its employees to travel to and from meetings during the workday, by five percent each year..."

In order to achieve this energy reduction goal, the State of Vermont Buildings and General Services (BGS) and Efficiency Vermont are collaborating on a pilot program that will a) demonstrate a cost-effective and sustainable investment model; b) set a standard for State building energy performance consistent with the 2010 State Agency Energy Plan; and c) leverage existing internal and external resources to maximize both taxpayer and utility ratepayer benefits.

BGS and Efficiency Vermont will implement a comprehensive, long-term energy savings program to help the State meet its energy reduction goals. The Pilot will demonstrate a strategic, "whole building" approach to thermal and electrical efficiencies through the optimization of facility operations and systems.

BGS is seeking proposals for a Whole Building Energy Investment Assessment (Assessment). The objective of the Assessment is to identify the potential and scope for the following: building controls recalibration, equipment replacement, and other energy conservation measures at [FACILITY NAME AND ADDRESS]. This scope of work is for a "Phase 1 – scoping study" only; any subsequent work at the facility will be contracted separately. BGS is seeking a study to identify opportunities to reduce energy consumption primarily through building optimization strategies.

2.2. **SCOPE OF WORK:** Information Gathering and Review:

STATE OF VERMONT
OFFICE OF PURCHASING & CONTRACTING
RFP – WHOLE BUILDING ENERGY INVESTMENT ASSESSMENT

PAGE 2

Responsibilities for identifying, gathering, copying and retaining necessary project information are listed below. Where required information is not readily available, the Auditor shall notify the Owner and advise him/her of any additional time, not included in this proposal, required to obtain the necessary documentation.

Item	Information	Provided by	Process Notes
1.	Operating and occupancy schedules	Owner	Auditor interviews Owner representative to obtain operating and occupancy schedules. Auditor to document schedules in Report.
2.	Electrical use and demand history – 2 years	Owner	Auditor to obtain from: Debra Baslow Debra.Baslow@state.vt.us
3.	Fuel use (oil, gas, propane, wood, etc.) – 2 years history	Owner	Auditor obtains during site visit. Obtain fuel quantity as well as cost information or develop and document a basis for calculating quantity.
4.	Building mechanical and electrical as-built plans and specifications	Owner	Owner prints one set of current documents to make available to Assessment Auditor.
5.	Sequences of operation	Owner	Auditor reviews documentation of sequences when on site. Owner provides copies of information identified by Auditor.
6.	Building control systems points list*	Owner	Auditor reviews documentation of points when on site. Owner provides copies.
7.	Review trending data from controls	[Controls Contractor]	See below*
8.	Prior studies and/or energy audits, including ENERGY STAR Portfolio Manager results	Owner	Owner provides copies.
9.	Mechanical equipment information including fan and pump curves	Owner	Owner provides equipment information including O&M manuals to Auditor at time of site visit and Auditor flags key information. Owner provides copies of identified information.
10.	Maintenance programs O&M manuals Training programs Capital improvement programs	Owner	Auditor interviews Owner representative to obtain information and status of these programs

***Note:** This process requires the involvement of [Controls Contractor] to provide trending data and potentially to run the system(s) through its various sequences and extract automation system logic that is not readily available to the end user. The cost for these services is outside the scope of this proposal. However Consultant will prepare a scope of work for these services to allow BGS to solicit a quote from the Controls Contractors to accomplish the commissioning goals including the operation checklists.

- 2.3. The Auditor shall return all information obtained or developed during the Scoping Study to the Owner in an organized format at the conclusion of the Assessment. Owner shall retain information for use in resulting projects.
- 2.4. **Site Assessment:** Perform one site visit to examine systems including HVAC (rooftop equipment, boilers, pumps, chillers, exhaust fans, central air handlers, energy recovery equipment, terminal units, heat pumps, etc.), electrical (variable frequency drives, interior and exterior lighting and lighting controls) and refrigeration equipment (where applicable). The Owner will provide a knowledgeable escort to accompany the Auditor during the site visit.

2.4.1. The buildings that will be part of this project assessment are:

- 2.4.1.1. New Haven Public Safety
- 2.4.1.2. Newport State Office Building
- 2.4.1.3. Derby Main Building (Public Safety)
- 2.4.1.4. Middlebury Courthouse
- 2.4.1.5. Rutland Courthouse
- 2.4.1.6. St. Albans Troop Headquarters
- 2.4.1.7. Middlesex Central Services
- 2.4.1.8. Brattleboro Courthouse
- 2.4.1.9. Royalton Troop Headquarters

2.5. **Deliverables:** The following information shall be listed in a report summarizing the findings and making a recommendation regarding the next steps for improving operations at [FACILITY].

2.5.1. Building description including square footage, occupancy and operations schedule, end uses and any issues identified in the investigation.

2.5.2. Current Facility Requirements (CFR):

- 2.5.2.1. Define Current Facility Requirements - The CFR should document building requirements including temperature, humidity, operating hours, filtration, sound, vibration, and/or specialty needs. The CFR should note any integrated requirements such as controls, Fire & Life Safety, Staff Training, Warranty review, Service Contract review, Security Systems, etc.

2.5.3. Summary of systems and equipment and RCx potential including opportunities noted during the walkthrough

- 2.5.3.1. Describe all major systems, equipment and controls (HVAC and lighting) and general description of how they are controlled and when equipment operates.

- 2.5.3.2. List the systems which should be addressed in the next phase Scope of Work if recommended.

2.5.4. Description of existing maintenance, training and capital improvement programs

2.5.5. Summary of existing facility and systems documentation, including drawings, O&M manuals and other applicable documentation

2.5.6. Information regarding the building control system including:

- 2.5.6.1. System manufacturer, model number, latest software upgrade
- 2.5.6.2. Assessment of the accuracy of available sequences of operations and recommendations regarding improving controls system documentation
- 2.5.6.3. Points list
- 2.5.6.4. Trending capability
- 2.5.6.5. Capability for remote monitoring
- 2.5.6.6. Control systems contact person for obtaining technical support including systems testing on site
- 2.5.6.7. Verify existing sequences versus documentation
- 2.5.6.8. Verify calibrations of sensors
- 2.5.6.9. Potential for retuning (recalibrating) controls using trending data

2.5.7. Cost estimate (order of magnitude) for implementation of recommended measures

2.5.8. Cost estimate (order of magnitude) of the energy savings potential associated with recommended measures

2.5.8.1. Include assumptions used for energy savings calculations

2.5.9. List available building documentation

2.5.10. Report summarizing findings and including the required information listed above.

2.5.11. Follow-up shall include one meeting regarding findings of the report with a representative of Efficiency Vermont and of the Owner, send package of organized building information to the Owner with instructions to retain such data for future use.

3. PROPOSAL SUBMISSION REQUIREMENTS: Provide an estimate for each task and a total price for the project as described herein on the attached form (Exhibit 1 – Budget Table). If Auditor expects that not all of the work will be done in house, cost of work must include all subcontractor costs. The proposal shall describe the Auditor's plan for obtaining the required deliverables in a timely and cost effective manner. The plan shall include Owner and Efficiency Vermont responsibilities in addition to those of the Auditor.

3.1. The timeline shall be as follows:

3.1.1. RFP issued 3/16/2012

3.1.2. Proposals due 4/11/12 2:00pm

3.1.3. Auditors selected 4/20/12

3.1.4. Assessment begins 4/23/12

3.1.5. Deliver reports by 5/14/12

3.2. Follow-up shall include one meeting regarding findings of the report with a representative of Efficiency Vermont and of the Owner, send package of organized building information to the Owner with instructions to retain such data for future use.

3.3. Auditor shall submit qualifications information including:

3.3.1. Commissioning certifications of key personnel

3.3.2. Resumes of key personnel, experience providing retro commissioning services and experience with similar facilities.

3.3.3. Qualifications shall not exceed 10 pages.

3.4. Definitions

3.4.1. **Owner** – building owner, tenant or operator

3.4.2. **Commissioning Agent, Auditor** – firm providing services under this contract.

3.4.3. **Re-Tuning** – As defined by Pacific Northwest National Labs, retuning is a systematic process to identify and correct building operational problems that lead to energy waste. It is implemented primarily (a) through the building control system at no cost other than the labor required to perform the re-tuning process, and (b) through minor, low-cost repairs, such as replacing faulty sensors. In addition, the returning process identifies other opportunities for improving energy efficiency that require investment.

4. GENERAL REQUIREMENTS:

4.1. **PRICING:** Any and all costs that you wish the state to consider must be submitted for consideration. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.

- 4.2. **WORKER'S COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT:** The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

- (a) (1) Bidder is required to self report detailed information including information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees requested by the applicable agency.

The bidder is required to report information on any violations that occurred in the previous 12 months.

- (a) (2) Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

In order for a bidder's response to be considered valid bidders must complete and submit the following two (2) forms at time of bid:

- Self Reporting
- Subcontractor Reporting

- 4.3. **METHOD OF ORDERING:** Purchase orders must be used to order items available under this contract. If verbal orders are given a confirming purchase order must be issued.
- 4.4. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.
- 4.5. **CANCELLATION:** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract
- 4.6. **METHOD OF AWARD:** Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.
- 4.6.1. **Evaluation of Proposals:** Proposals will be due on **April 11th, 2012 at 2:00PM**. Proposal selection will be qualification based. Proposals will be evaluated on the following evaluation criteria:
- 4.6.2. **Evaluation Criteria:** Responsiveness to the scope of work (35%): Quality of the proposal in terms of demonstrating a plan for completing all work in a timely and cost effective manner, and the degree of completeness of the consultant's response to the specific requirements of the RFP.
- 4.6.3. **Demonstrated experience and qualifications (35%):** The qualifications and experience of the Auditor and team members proposed to be assigned to this project. Experience and a record of recent past performance with similar projects, such as Retuning and Retrocommissioning, with respect to factors such as costs, quality of work, and ability to meet schedules. Special consideration will be given to the following areas of knowledge and experience:
- 4.6.3.1. Knowledge and/or experience of [FACILITY]
 - 4.6.3.2. Knowledge and/or experience with DDC / BAS systems
 - 4.6.3.3. Knowledge and/or experience with the State of Vermont Dept. of Buildings and General Services
- 4.6.4. **Cost:** Overall cost of the proposal (30%)

- 4.7. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
- 4.8. **CONTRACT TERMS:** The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.
- 4.9. **DEFAULT:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
- 4.10. **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
- 4.11. **TAXES:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
- 4.12. **ORDER OF PRECEDENCE:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
- 4.13. **SPECIFICATION CHANGE:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
- 4.14. **AMENDMENTS:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
- 4.15. **NON COLLUSION:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
5. **VENDOR RESPONSE CONTENT AND FORMAT:** The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.
 - 5.1. **NUMBER OF COPIES:** Submit one original bid.
 - 5.2. **BACKGROUND AND EXPERIENCE.** Provide a full description of the experience you have had in providing energy investment assessment services.

- 5.3. **REFERENCES.** Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 5.4. **REPORTING REQUIREMENTS:** Provide a sample of your current reporting document (invoicing).
- 5.5. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 5.6. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SELF REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 5.7. **WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT; SUBCONTRACTOR REPORTING:** This form must be completed and submitted as part of the response for the proposal to be considered valid.
- 5.8. **OFFSHORE OUTSOURCING QUESTIONNAIRE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

6. SUBMISSION INSTRUCTIONS:

- 6.1. **CLOSING DATE:** The closing date for the receipt of proposals is **April 11, 2012 2:00PM**
- 6.2. The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.
- 6.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.
 - 6.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501 by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.
 - 6.3.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.
 - 6.3.3. All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.
- 6.4. **DELIVERY METHODS:**
 - 6.4.1. **U.S. MAIL:** Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.
 - 6.4.2. **EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.
 - 6.4.3. **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.

PAGE 8

6.4.4.ELECTRONIC: Electronic bids will not be accepted.

6.4.5.FAX BIDS: Faxed bids will not be accepted.

7. ATTACHMENTS:

7.1. Attachment C: Standard State Contract Provisions (January 10, 2011)

7.2. Certificate of Compliance

7.3. Workers' Compensation; State Contracts Compliance Requirement; Self Reporting

7.4. Workers' Compensation; State Contracts Compliance Requirement; Subcontractor Reporting

7.5. Offshore Outsourcing Questionnaire

State of Vermont
ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

RFP/PROJECT: Whole Building Energy Investment Assessment

DATE: April 11, 2012

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? _____ Yes _____ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

E-mail: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

All returned quotes and related documents must be identified with our request for quote number.

RFP/PROJECT: Whole Building Energy Investment Assessment
DATE: April 11, 2012

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification for worker's compensation. The state is requiring information on any violations that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

WORKERS' COMPENSATION STATE CONTRACTS COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Act 54, Section 32 of the Acts of 2009.

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

RFP/PROJECT: Whole Building Energy Investment Assessment
DATE: April 11, 2012

WORKERS' COMPENSATION; STATE CONTRACTS COMPLIANCE REQUIREMENT

Subcontractor Reporting
Form 2 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total projects costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Bidder is required to provide a list of subcontractors on the job along with lists of subcontractor's subcontractors and by whom those subcontractors are insured for workers' compensation purposes. Include additional pages if necessary. This is not a requirement for subcontractor's providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor's Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Signature (Bid Not Valid Unless Signed)*

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date

