



Department of Buildings and General Services
Office of Purchasing & Contracting
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<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

MUNICIPAL BUILDING ENERGY ASSESSMENTS- STATEWIDE CONTRACT

ISSUE DATE	March 1, 2024
QUESTIONS DUE	March 13, 2024, at 4:30PM
RFP RESPONSES DUE BY	March 26, 2024, at 4:30PM

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

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS RFP.

STATE CONTACT:	James Meyers, State Senior Purchasing Agent
TELEPHONE:	(802) 249-7275
E-MAIL:	BGS.OPCVendorDocs@vermont.gov

1. OVERVIEW:

1.1. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) the Office of Purchasing & Contracting on behalf of Buildings and General Services Energy Program (hereinafter the “State”) is seeking to establish contracts with one or more companies that can provide comprehensive investment-grade energy audits and ‘energy resilience assessments’, defined in VT 2022 Acts and Resolves No.172 (hereinafter “Act 172”) §2 as follows:

(a) Energy resilience assessments. On or before September 1, 2022, the Department of Buildings and General Services shall issue a request for proposal for a comprehensive energy resilience assessment of covered municipal buildings and facilities.

(b) Request for proposal. The Commissioner of Buildings and General Services shall contract with an independent third party to conduct the assessment described in subsection (a) of this section. The assessment shall be completed on or before January 15, 2024.

(c) Application. A covered municipality shall submit an application to the Department of Buildings and General Services to receive an assessment of its buildings and facilities pursuant to the guidelines established in subsection (e) of this section. As part of the application process, a municipality may use the assistance of a regional planning commission to develop plans.

(d) Scope. For each covered municipality, the assessment described in subsection (a) of this section shall include a scope of work, cost, and timeline for completion for each building or facility. The assessment shall also include:

(1) recommendations for improvements that reduce the operating and maintenance costs, enhance comfort, and reduce energy intensity in a municipal building or facility, including:

(A) the improvement or replacement, or both, of heating, ventilation and air conditioning systems;

(B) the use of a renewable energy source for heating systems, provided that recommendations for the use of a heating systems that uses fossil fuels is not eligible; and

(C) improvements to the buildings or facilities thermal envelope;

(2) an evaluation on the reasonableness of battery storage and EV charging stations and recommended locations, as applicable;

(3) an evaluation of the potential for on-site renewable energy generation options and recommendation on the one most feasible, as applicable;

(4) an estimate of costs for each recommendation;

(5) an estimate of system and equipment life cycle costs and consumption data; and

(6) the potential to phase the scope of work and suggest a prioritized order of completion separate from the energy assessment scope.

(e) Administration. The Department of Buildings and General Services shall establish guidelines for a covered municipality to receive an assessment and shall require at a minimum that:

(1) the covered municipality has access to high-speed Internet as defined in the State’s Telecommunication Plan set forth in 30 V.S.A. § 202c or a plan is in place by 2024 to ensure access to high- speed Internet; and

(2) any building that is assessed is compliant with the American Disabilities Act at the time the project is completed.

The objective of these assessments is to identify performance and capital improvements in the form of energy conservation measures (ECMs) and energy resilience measures (ERMs) to cost effectively reduce facility energy consumption, lower operating costs, increase the share of renewable energy, and implement contingencies to increase the resilience of energy systems against extreme weather emergencies and power disruptions—while maintaining safe conditions and optimal indoor environmental quality for buildings belonging to the State of Vermont’s covered municipalities (hereinafter “covered municipality” and “covered municipal buildings”), which are defined by Act172 §2(f) *Definition. As used in this section, “covered*

municipality” means a city, town, fire district or incorporated village, and all other governmental incorporated units except for school districts.

The Department of Buildings and General Services (BGS) Municipal Energy Resilience Program (MERP) requires the contractor to provide services consistent with the statement of work defined in Attachment A.1, pursuant to Act 172 §2(d) 1-6; and/or indicate if they are able to perform the statement of work defined in Attachment A.2, comprising an ASHRAE Level II investment grade audit, as well as a blower door test—in addition to those items which are outlined in Act 172 §2(d) 1-6 and restated above. Bidders may submit responses to one, or both statements of work. The statement(s) of work to which the bidder is responding must be indicated in the cover letter of the bidder’s proposal.

1.1.1. Vendors with an existing energy audit contract for Vermont State Buildings should submit a response to this RFP to be approved for the additional assessment services. The State, through requirements in Act 172 §2(f), which establishes a Municipal Energy Resilience Grant Program, has made changes to the State Energy Management Program’s (SEMP) assessment services for buildings belonging to the State’s political subdivisions.

Representatives for Covered municipal buildings seeking a MERP assessment may indicate if they require only the minimum services defined in Attachment A.1 (hereinafter “Level 1 assessment”) or if they are seeking services consistent with Attachment A.2 (hereinafter “Level 2 assessment”). municipal building assignments will be given to contractors first by considering the type of assessment requested on the municipal building and the type(s) of assessment the contractor is able to perform, based on their bid and ultimately their contract award. BGS may require an ASHRAE Level III energy audit equivalency in some situations; any subsequent work at the facility will be contracted separately.

Bidders deemed qualified by the State in the defined service categories shall execute the State’s *Retainer Contract for Municipal Building Energy Assessment Services* attached to this RFP. The retainer contract establishes (1) the process for the State to engage the vendors for services, (2) the terms and conditions applicable to the vendor’s provision of services when engaged by the State, and (3) the roles and maximum allowable rates applicable to each category of service. As structured, the retainer contract enables the State to efficiently obtain competitive pricing proposals to meet a business need from multiple vendors that have been pre-qualified in the applicable categories of service.

1.1.2. The State reserves the right limit the number of pre-qualified vendors for each assessment.

1.1.3. Proposals must conform to the detailed and general RFP requirements set forth herein.

- 1.2. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of twenty-four months with an option to renew for up to one additional twenty-four-month period. The State anticipates the start date for such contract(s) will be April 1, 2024.
- 1.3. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- 1.4. **BIDDERS’ CONFERENCE: No Bidders conference to be held.**
- 1.5. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP. Questions or comments not raised in writing on or before the last day of the question period are thereafter 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://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
- 1.6. **CHANGES TO THIS RFP:** Any modifications to this RFP will be made in writing by the State through the issuance of an Addendum to this RFP and posted online at <http://www.bgs.state.vt.us/pca/bids/bids.php> . Modifications from any other source are not to be considered.
- 1.7. **SOURCE OF FUNDS:**

Socioeconomic affirmative steps under 2 C.F.R. § 200.321 If using applicable federal funds Socioeconomic

affirmative steps under 2 C.F.R. § 200.321 affirmative steps must include at least the following six steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime/general contractor, if subcontracts are to be let, to take the same affirmative steps as listed in numbers 1 through 5.

If a bidder requires assistance in preparing their proposal or needs guidance on socioeconomic certifications, the bidder may contact the Procurement Technical Assistance Center (PTAC). PTAC specializes in helping small businesses navigate the documentation associated with State and Federal procurement. Their website is: <https://accd.vermont.gov/economic-development/programs/ptac>

2. DETAILED REQUIREMENTS/DESIRED OUTCOMES:

2.1. Bidding Contractor Requirements

- 2.1.1. Proposing Contractor shall have been in the business of performing energy audits on commercial and residential buildings for at least three (3) years. Completion of blower door envelope testing as part of energy audits may be used. This shall be verifiable with information as provided by Contractor per Section 4 below.
- 2.1.2. Proposing Contractors shall have successfully completed 15 ASHRAE Level II or equivalent building assessments including blower door building envelope testing. These types of assessments may have been performed on commercial buildings or residential buildings in Vermont or a similar climate in which some or all the proposed ECMs were implemented.
- 2.1.3. All Other requirements as set forth in this RFP.

2.2. BGS in partnership with Efficiency Vermont is seeking to achieve energy savings in Covered municipal buildings through the creation of the Municipal Energy Resilience Program. Assessments will support MERP's efforts to lead by example through the implementation of ECMs and ERM's related to energy efficiency and renewable energy technology, which lower operating costs and mitigate greenhouse gas emissions in Vermont's municipalities. Each assessment will be developed into an actionable scope of work to be implemented by a municipality which uses their MERP assessment report to apply for—and be awarded—MERP energy project implementation funding, comprising grants of up to \$500,000 per municipality (hereinafter "implementation grant"), as well as other external funding.

3. GENERAL REQUIREMENTS:

- 3.1. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. Any and all costs that Bidder wishes the State to consider must be submitted for consideration, including pricing for work under Attachment A.1 and/or Attachment A.2. 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, and ready for immediate use, unless otherwise requested by the State.
 - 3.1.1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required.

- 3.1.2. **Cooperative Agreements.** Bidders that have been awarded similar contracts through a competitive bidding process with another state and/or cooperative are welcome to submit the pricing in response to this solicitation.
- 3.1.3. **Retainage.** In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.
- 3.2. **STATEMENT OF RIGHTS:** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP. The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder'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.
- 3.2.1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
- 3.2.2. **Presentation.** An in-person or webinar presentation by the Bidder may be required by the State if it will help the State's evaluation process. The State will factor information presented during presentations into the evaluation. Bidders will be responsible for all costs associated with providing the presentation.
- 3.3. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.
- 3.3.1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
- 3.3.2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**
- 3.4. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**
- For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.
- After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.
- 3.5. **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 if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will

be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

3.5.1. **Evaluation Criteria:** Consideration shall be given to the Bidder's project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

- a. **Criteria One: Weight 35%:** Please provide pricing per square foot as detailed in Attachment B: Payment Provisions.
- b. **Criteria Two: Weight 40%:** Qualifications including experience providing these services to the State and the quality of services as they relate to the success of MERP; Contractor shall submit qualifications information including:
 - i. Number of years your company has been conducting assessments in accordance with the requirements of the assessment described here, and the estimated number of assessments conducted annually.
 - ii. Resumes of key personnel, experience providing energy survey and analysis services, and experience with commercial facilities.
 - iii. Relevant experience and references.
 - iv. Qualifications shall not exceed 10 pages.
- c. **Criteria Three: Weight 25%:** Sample Report; Contractor shall submit a sample report that clearly demonstrates their ability to meet the goals and objectives of MERP.

3.6. **CONTRACT NEGOTIATION:** Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event the State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

3.7. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this RFP and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.

3.8. **CONTRACT TERMS:** The selected bidder(s) will be expected to sign a contract with the State, including the Standard Contract Form and Attachment C as attached to this RFP for reference. If IT Attachment D is included in this RFP, terms may be modified based upon the solution proposed by the Bidder, subject to approval by the Agency of Digital Services.

3.8.1. **Business Registration.** To be awarded a contract by the State of Vermont a bidder (except an individual doing business in his/her own name) must be registered with the Vermont Secretary of State's office <https://sos.vermont.gov/corporations/registration/> and must obtain a Contractor's Business Account Number issued by the Vermont Department of Taxes <http://tax.vermont.gov/>.

3.8.2. The contract will obligate the bidder to provide the services and/or products identified in its bid, at the prices listed.

3.8.3. **Payment Terms.** 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.

3.8.4. **Quality.** If applicable, all products provided under a contract with the State will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

3.8.5. **Supplemental Agreement:** Upon being awarded a contract, the State will provide an agreement which must be signed between the Contractor and Covered Municipality for the provision of services, limiting the State's liability for these assessments. An agreement will also be provided to the State and Covered

Municipality acknowledging the provision of and indemnification against the assessment services.

4. **CONTENT AND FORMAT OF RESPONSES:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.
 - 4.1. The bid should include a Cover Letter and Technical Response and Price Schedule.
 - 4.2. **COVER LETTER:**
 - 4.2.1. Confidentiality. To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).
 - 4.2.2. All responses to this RFP will become part of the contract file and will become a matter of public record under the State's Public Records Act, 1 V.S.A. § 315 et seq. (the "Public Records Act"). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation **for each marked section** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
 - 4.2.3. Exceptions to Contract Terms and Conditions. If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the RFP response. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.
 - 4.3. **TECHNICAL RESPONSE.** In response to this RFP, a Bidder shall:
 - 4.3.1. Provide details concerning your form of business organization, company size and resources.
 - 4.3.2. Describe your capabilities and particular experience relevant to the RFP requirements.
 - a. Identify all current or past State projects.
 - 4.3.3. Identify the names of all subcontractors you intend to use, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per RFP section 4.3.2 above.
 - 4.4. **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.
 - 4.5. **REPORTING REQUIREMENTS:** Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
 - 4.6. **PRICE SCHEDULE:** Bidders shall submit their pricing information in the Price Schedule and Attachment B, attached to the RFP.
 - 4.7. **CERTIFICATE OF COMPLIANCE:** This form must be completed and submitted as part of the response for the proposal to be considered valid.

5. SUBMISSION INSTRUCTIONS:

5.1. **CLOSING DATE:** Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.

5.1.1. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.

5.1.2. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0> . Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.

5.2. **STATE SECURITY PROCEDURES:** Please be advised extra time will be needed when visiting and/or delivering information to State of Vermont offices. All individuals visiting State offices must present a valid government issued photo ID when entering the facility.

5.2.1. State office buildings may be locked or otherwise closed to the public. If this RFP permits hand delivery of bids, delivery instructions will be posted at the entrance to the State facility. **Any delay caused by State Security Procedures will be at the bidder's own risk.**

5.3. BID DELIVERY INSTRUCTIONS:

5.3.1. ELECTRONIC: Electronic bids will be accepted.

a. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to BGS.VTBids@vermont.gov. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary, in order to meet this size limitation.

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

5.3.2. Paper format bids will **not** be accepted for this RFP.

6. BID SUBMISSION CHECKLIST:

- ✓ Required Number of Copies
- ✓ Cover Letter
- ✓ Sample Report
- ✓ Technical Response
- ✓ Redacted Technical Response, if applicable
- ✓ References
- ✓ Price Schedule
- ✓ Signed Certificate of Compliance

7. ATTACHMENTS:

7.1. Certificate of Compliance

7.2. Price Schedule

7.3. Worker Classification Compliance Requirement; Subcontractor Reporting Form

7.4. Standard State Contract with its associated attachments, including but not limited to, Attachment C:
Standard State Provisions for Contracts and Grants (December 7, 2023)

7.5 STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON-COLLUSION:** Bidder hereby certifies 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, bidder understands that this paragraph might be used as a basis for litigation.
- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.
- C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

D. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- ☐ Energy Star® Certification
- ☐ LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- ☐ Other internationally recognized building certification:

-
2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

-
3. Please Check all that apply:

- ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
- ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

-
4. Please list any additional practices that promote clean energy and take action to address climate change:

PRICE SCHEDULE

A.1 Fixed Price Deliverables—MERP Level 1 Energy Resilience Assessment *(corresponding to the Scope of Work in Attachment A.1, page 21 of this bid package)*: Please provide pricing for the energy assessment in each region where you wish to provide services. Please do not include minimum and maximum fees. The only payment structure that will be accepted for a building is its price per square foot. See the map following this price schedule to see the jurisdiction of each BGS maintenance district. District 7, which covers West Springfield, MA, does not apply to this RFP. NOTE: If you do not wish to provide assessments in a particular district, leave it blank.

BGS Maintenance District	Description	Conditioned Space (space that is incorporated into the heating/cooling load)	Unconditioned Space (all other space required for the assessment EXCEPT parking lots*)
District 1- Montpelier / Barre / Berlin	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
District 2- Waterbury / Hyde Park / Middlesex	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
District 3- Northwest	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$

District 4- Northeast	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
District 5- Southwest	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
District 6- Southeast	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$

* The portion of the assessment occurring in open air parking lots will instead be billed following the hourly labor rate(s) below.

A.2 Fixed Price Deliverables—MERP Level 2 Energy Resilience Assessment (*corresponding to the Scope of Work in Attachment A.2, page 24 of this bid package*): Please provide pricing for the energy assessment in each region where you wish to provide services. Please do not include minimum and maximum fees. The only payment structure that will be accepted for a building is its price per square foot. See the map following this price schedule to see the jurisdiction of each BGS maintenance district. District 7, which covers West Springfield, MA, does not apply to this RFP. NOTE: If you do not wish to provide assessments in a particular

district, leave it blank.

BGS Maintenance District	Description	Conditioned Space (space that is incorporated into the heating/cooling load)	Unconditioned Space (all other space required for the assessment EXCEPT parking lots*)
District 1- Montpelier / Barre / Berlin	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
	Blower Door Test and Infrared Scanning (\$/ft ²) (<i>conditioned space only</i>)	\$	
District 2- Waterbury / Hyde Park / Middlesex	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
	Blower Door Test and Infrared Scanning (\$/ft ²) (<i>conditioned space only</i>)	\$	
District 3- Northwest	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
	Blower Door Test and Infrared Scanning (\$/ft ²) (<i>conditioned space only</i>)	\$	

District 4- Northeast	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
	Blower Door Test and Infrared Scanning (\$/ft ²) (conditioned space only)	\$	
District 5- Southwest	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
	Blower Door Test and Infrared Scanning (\$/ft ²) (conditioned space only)	\$	
District 6- Southeast	0 to 5,000 square feet of building space (\$/ft. ²)	\$	\$
	5,001 to 10,000 square feet of building space (\$/ft. ²)	\$	\$
	10,001 to 20,000 square feet of building space (\$/ft. ²)	\$	\$
	20,001 to 50,000 square feet of building space (\$/ft. ²)	\$	\$
	50,001 or greater square feet of building space (\$/ft. ²)	\$	\$
	Blower Door Test and Infrared Scanning (\$/ft ²) (conditioned space only)	\$	

* The portion of the assessment occurring in open air parking lots will instead be billed following the hourly labor rate(s) below.

B. Hourly Labor Rates:

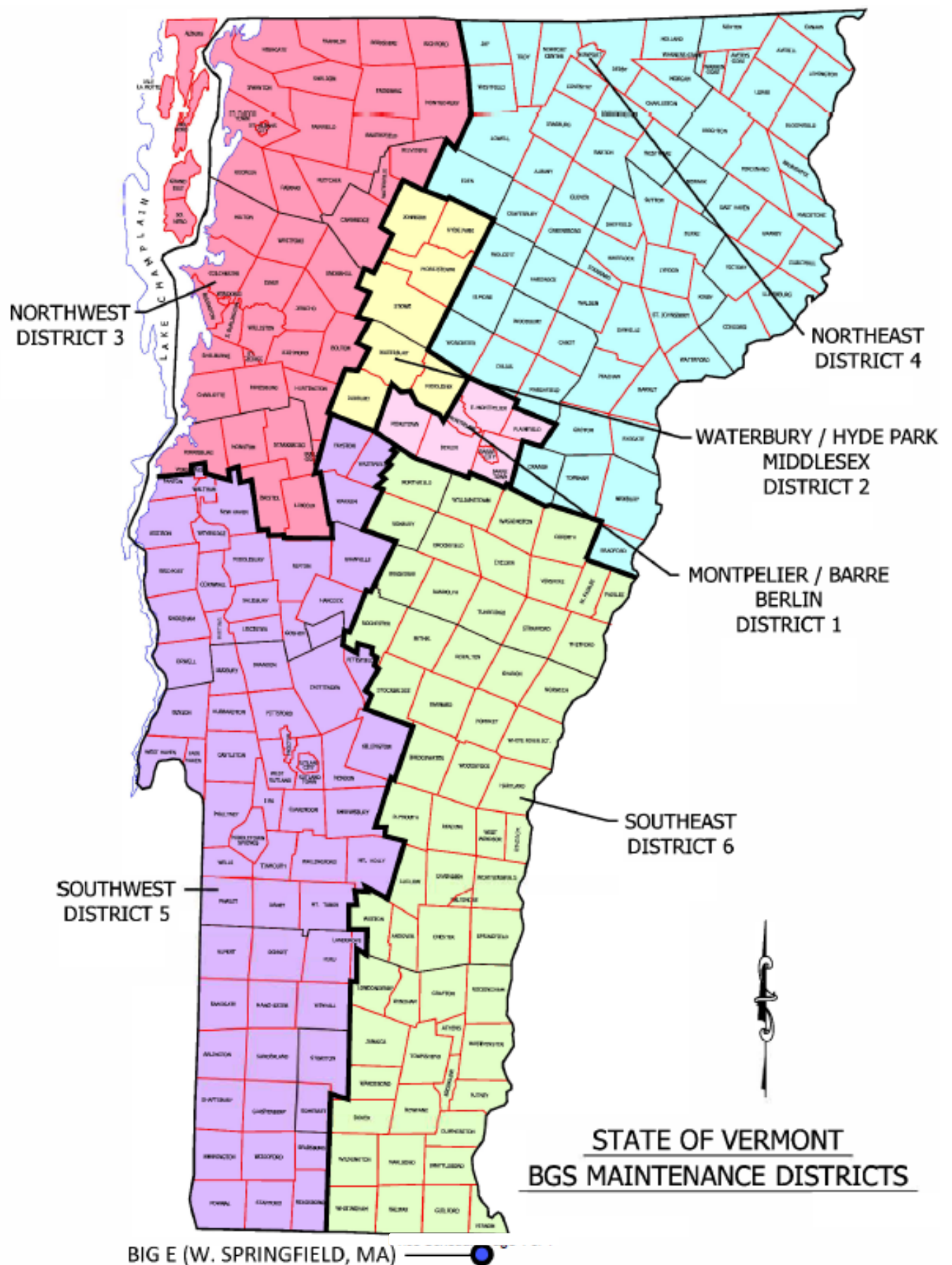
Service Category/Title of Positions	Hourly Rate
	\$
	\$
	\$
	\$

C. This contract can be extended up to one (1) additional 24-month period with mutual agreement between both parties at a rate not to exceed ____%

Name of Bidder: _____

Signature of Bidder: _____

Date: _____



SUBCONTRACTOR REPORTING FORM

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

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

Contractor 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: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier, VT 05633-8000

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, [REDACTED] (hereinafter called “State”), and [REDACTED], with a principal place of business in [REDACTED], (hereinafter called “Contractor”). Contractor’s form of business organization is [REDACTED]. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Municipal Building Energy Assessments. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$[REDACTED].00.

4. **Contract Term.** The period of Contractor’s performance shall begin on [REDACTED], 20__ and end on [REDACTED], 20__.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** 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.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Attachments.** This contract consists of [REDACTED] pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work for Non-Disproportionately Impacted Communities

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/7/2023)

“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D - Other Provisions

Additional attachments may be lettered as necessary

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) State of Vermont – Federal Terms Supplement (non-construction)
- (5) Attachment A

(6) Attachment B

List other attachments, if any, in order of precedence

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: _____

Title: _____

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

SAMPLE

ATTACHMENT A.1 – STATEMENT OF WORK –MERP LEVEL 1 MUNICIPAL ENERGY RESILIENCE ASSESSMENT

The Contractor shall,

Plan, manage, perform, and report on the energy and renewables assessment activities described here for Vermont's municipalities and their municipally owned buildings. BGS will provide the Contractor with a list of buildings to be assessed. All tasks shall be conducted in a transparent manner and involve BGS staff as appropriate. All assessment activities shall be coordinated with the appropriate municipal official(s)/building owner, as well as staff from the Regional Planning Commission (RPC) to which the municipality is a member, and may include BGS staff as needed to minimize impact on the building occupants. The Contractor shall organize, facilitate, and record all meetings and resulting analysis-related discussions, as well as communicate task progress with BGS staff through regular email updates, calendar appointments for scheduled site visits, and meetings as needed. The scope includes a walkthrough investigation of facility systems to establish existing baseline characteristics, identify and quantify opportunities for improvements to systems' efficiencies, and assess the feasibility of measures to increase energy resilience and the share of renewable energy in the facility, while reducing operating costs and scope 1 greenhouse gas emissions.

The following table contains information that may be provided by the municipality and other responsible parties as applicable. No building documentation is required to be provided by the municipality for the Level 1 MERP Assessment, but each municipality's RPC is working closely with them to procure all information possible. All information for which the Contractor is responsible should be provided every time, regardless of the building information that has been provided by the municipality. Additional information and documentation may be required on a case-by-case basis. Contractors may obtain further information if necessary to provide appropriate cost and benefit of any energy conservation/resilience measure. BGS understands that some information may not be available and that other parties not listed below may be involved in obtaining necessary information.

Item	Information	Provided by	Process Notes
1.	Electrical and fuel (oil, natural gas, propane, wood, etc.) use and demand history – 12 consecutive months, more if possible, within the last 5 years*	Building Owner or representative RPC	If available, Contractor will obtain from the representative RPC or Building Owner before first site visit for each building. *The reference period has been updated to 5 years to capture demand trends before the onset of the COVID-19 pandemic if possible, during which building usage patterns likely changed.
2.	Building mechanical and electrical plans and lighting schedule	Building Owner or representative RPC	RPC or Building Owner will provide access to any available documents on site for contractor or prior to the site visit.

3.	Prior studies and/or energy assessments	Building Owner or representative RPC	Building Owner provides copies is available.
4.	Mechanical equipment information including fan and pump curves, and lighting fixture verification	Contractor	Contractor shall obtain all equipment model and serial numbers. Representative RPC and Building Owner will help provide information not readily available from manufacturers.
5.	Maintenance programs O&M manuals Training programs Capital improvement programs	Building Owner or representative RPC	Contractor interviews Building Owner representative to obtain information and status of these programs.
6.	Plans related to the broader facility, campus, or complex (e.g., underground utility lines, property acreage owned/available for deployment of renewable energy systems, parking lots)	Building Owner or representative RPC	Building Owner or representative provides access to most recent and or available documents for contractor. This information will be needed for an analysis of the feasibility of on-site renewable generation options and EV charging.
7.	Information and specifications on battery storage systems suitable for the facility	Contractor	Building Owner provides access to building electrical panel and coordinate with the local Distributed Utility in cooperation with Contractor as needed.

The Contractor shall return all information obtained or developed during the investigation to BGS in an organized format at the conclusion of the study effort.

Site Assessment Scope:

For each qualified covered municipality, the assessment shall include a scope of work, cost, and timeline for completion for each building or facility. The assessment shall also include:

- (1) recommendations for improvements that reduce the operating and maintenance costs, enhance comfort, and reduce energy intensity in a municipal building or facility, including:
 - (A) the improvement or replacement, or both, of heating, ventilation and air conditioning systems;
 - (B) the use of a renewable energy source for heating systems, provided that recommendations for the use of a heating systems that uses fossil fuels is not eligible; and
 - (C) improvements to the buildings or facilities thermal envelope;
- (2) an evaluation on the reasonableness of battery storage and EV charging stations and recommended locations, as applicable;
- (3) an evaluation of the potential for on-site renewable energy generation options and recommendation on the one most feasible, as applicable;
- (4) an estimate of costs for each recommendation;

- (5) an estimate of system and equipment life cycle costs and consumption data; and
- (6) the potential to phase the scope of work and suggest a prioritized order of completion separate from the energy assessment scope.

Building Owner or their representative will provide a knowledgeable escort to accompany the contractor during the site visits

Deliverables:

The Contractor will prepare a report documenting the building systems, performance issues, major findings, on-site renewable recommendation, battery storage feasibility, electric vehicle charging station feasibility, and a master list of all energy resilience measures found during the investigation period, including narrative descriptions of findings and measures. The master list shall include the name of the system or equipment, a description of the problem or deficiency, recommended solutions, cost estimation for implementation, and estimates for energy savings. These recommendations shall be listed in the priority order which the Contractor deems most appropriate. As the Municipal Energy Resilience Program provides grants for energy projects of up to \$500,000, criteria beyond return on investment (ROI) may be considered when determining a measures' priority, including: time until the current system's failure, energy consumption reductions, emissions reductions potential, and more.

MERP Level 1 reports will be expected within six (6) weeks of the initial site visit. After the report has been submitted and reviewed, if BGS, the Building Owner, and/or the representative RPC find the report to be inadequate, the Contractor must update the report as requested (within the parameters of this scope of work). When all entities are satisfied with the report, Contractor must send a package including organized building information to BGS, the Building owner, and their representative RPC with instructions to retain such data for future use.

Proposal Submission Requirements.

Provide a price per square foot estimate for:

- 0 to 5,000 square feet of building space
- 5,001 to 10,000 square feet of building space
- 10,001 to 20,000 square feet of building space
- 20,001 to 50,000 square feet of building space
- 50,001 or greater square feet of building space

Service rates shall be provided for each BGS maintenance district, according to the price schedule on pages 12 and 13 of this RFP. BGS recognizes the complex nature of performing assessments on buildings and we understand that each building will be unique and not always allow for a prescriptive cost per square foot quote.

Contractor shall submit qualifications information including:

- Professional licensure and relevant certifications of key personnel.
- Resumes of key personnel, experience providing energy survey and analysis services, and experience with commercial facilities.
- Relevant experience and references.
- Qualifications shall not exceed 10 pages.

Provide a sample assessment report that best demonstrates the requirements of this RFP.

ATTACHMENT A.2 – STATEMENT OF WORK- MERP LEVEL 2 MUNICIPAL ENERGY RESILIENCE ASSESSMENT

The Contractor shall,

Plan, manage, perform, and report on the energy survey and analysis activities described here for Vermont's municipalities and their municipally owned buildings. BGS will provide the Contractor with a list of buildings to be assessed. All tasks shall be conducted in a transparent manner and involve BGS staff as appropriate. All assessment activities shall be coordinated with the appropriate municipal official(s), as well as staff from the Regional Planning Commission (RPC) to which the municipality is a member and may include BGS Staff as needed to minimize impact on the building occupants. The Contractor shall organize, facilitate, and record all meetings and resulting analysis-related discussions, as well as communicate task progress with BGS staff through regular email updates, calendar appointments for scheduled site visits, and meetings as needed. The scope includes investigation and monitoring of facility systems to establish existing baseline characteristics, identify and quantify opportunities for improvements to systems' efficiencies, and assess the feasibility of measures to increase energy resilience and the share of renewable energy in the facility, while reducing operating costs and scope 1 greenhouse gas emissions.

The following table contains the minimum requirements for information and document gathering by the responsible parties, as well as additional information that is optional for the municipality to provide. Each municipality's RPC is working closely with them to procure all information possible. Additional information and documentation may be required on a case-by-case basis. Contractors may obtain further information if necessary to provide appropriate cost and benefit of any energy conservation/resilience measure. BGS understands that some information may not be available and that other parties not listed below may be involved in obtaining necessary information.

Item	Information	Provided by	Process Notes
1.	Electrical use and demand history – 12 consecutive months, more if possible, within the last 5 years*— REQUIRED	Building Owner or representative RPC	Contractor will obtain from the representative RPC or Building Owner before first site visit for each building. *The reference period has been updated to 5 years to capture demand trends before the onset of the COVID-19 pandemic, during which building usage patterns likely changed.
2.	Fuel use (oil, gas, propane, wood, etc.) –12 consecutive months, more if possible, within the last 5 years*— REQUIRED	Building Owner or representative RPC	Contractor will obtain before first site visit for each building. *The reference period has been updated to 5 years to capture demand trends before the onset of the COVID-19 pandemic, during which building usage patterns likely changed.

3.	Building mechanical and electrical plans— OPTIONAL, EXPECTED IF AVAILABLE	Building Owner or representative RPC	Representative RPC or building owner provides access to most recent documents for contractor.
4.	Lighting Schedule— OPTIONAL, EXPECTED IF AVAILABLE	Building Owner or representative RPC	Contractor will review existing schedule and update with field verification. Assessment report will include updated schedule with rated wattage, run hours and recommended replacement.
5.	Sequences of operations— OPTIONAL, EXPECTED IF AVAILABLE	Building Owner or representative RPC (When Available)	Contractor reviews documentation of sequence before first site visit and verifies that sequence is as described during site visit.
6.	Building control systems points list (DDC System sensors, data points and set points) —OPTIONAL, EXPECTED IF AVAILABLE	Building owner, RPC, and Contractor (collaborate with Control Company if necessary).	Contractor shall work with BGS to verify reliability of system points that are integral to the functional performance of system being monitored and/or controlled.
7.	Prior studies and/or energy assessments—OPTIONAL, EXPECTED IF AVAILABLE	Building Owner or representative RPC and BGS	Building Owner provides copies.
8.	Mechanical equipment information including fan and pump curves—REQUIRED	Contractor	Contractor shall obtain all equipment model and serial numbers. BGS will help provide information not readily available from manufacturers.
9.	Maintenance programs O&M manuals Training programs Capital improvement programs—REQUIRED	Building Owner or representative RPC	Contractor interviews Building Owner representative to obtain information and status of these programs
10.	Plans related to the broader facility, campus, or complex (e.g., underground utility lines, property acreage available for deployment of	Building Owner or representative RPC	Building Owner or representative provides access to most recent documents for contractor. This information will be needed for an analysis of the feasibility of on-site renewable generation

	renewable energy systems, parking lots) —OPTIONAL, EXPECTED IF AVAILABLE		options and EV charging.
11.	Information and specifications on battery storage systems suitable for facility—REQUIRED	Contractor	Building Owner provides access to building electrical panel and coordinate with the local Distributed Utility in cooperation with Contractor as needed.

The Contractor shall return all information obtained or developed during the investigation to BGS in an organized format at the conclusion of the study effort.

Site Assessment:

Perform site visits and testing to examine and verify the status and operation of systems related to energy consumption associated with the building, including building envelope; water usage; HVAC (boilers, chillers, pumps, VFDs, exhaust/supply fans, central air handlers, roof top units, energy recovery equipment, terminal units, heat pumps, valves, etc.); lighting (interior, exterior lighting, and controls); energy management system (including schedules); and controls sequence of operations relative to design.

In addition, the Contractor will be required to assess components beyond an ASHRAE Level II audit, including all of the items specific in Act 172 §2(d), restated on page 2 of this RFP, and in particular the following: analysis of on-site renewable energy generation options, with recommendations for the one most feasible; the reasonableness of on-site battery storage and EV charging, with recommended locations; the ability to fuel switch from fossil fuel heating systems to renewable sources; and the energy consumption of existing appliances. A blower door test will also be required.

Building Owner or their representative will provide a knowledgeable escort to accompany the contractor during the site visits. Building Owner and RPC will coordinate with contractor and building occupants for activities that may disrupt occupants' standard schedules such as light level testing, installation of energy meters, etc. when necessary.

Deliverables:

The Contractor will prepare a report documenting the building systems, performance issues, major findings, and a master list of all energy conservation/resilience measures found during the investigation period, including narrative descriptions of findings and measures. MERP Level 2 reports are expected within eight (8) weeks of the initial site visit. The master list shall include the name of the system or equipment, a description of the problem or deficiency, recommended solutions, cost estimation for implementation, and estimates for energy savings. These recommendations shall be listed in the priority order which the Contractor deems most appropriate. As the Municipal Energy Resilience Program provides grants for energy projects of up to \$500,000, criteria beyond return on investment (ROI) may be considered when determining a measures' priority, including: time until the current system's failure, energy consumption reductions, emissions reductions potential, and more. All energy savings calculations must be provided for review.

1. Breakdown of energy source and end use:

Documentation of existing baseline systems and equipment and corresponding identified

ECMs/ERMs. Describe all major systems, equipment and controls and a description of how they are controlled and when equipment operates. Note if the current operation should be changed and why.

2. Analysis of existing Building Owner Programs:

Review and provide an overview of maintenance, training, and capital improvement programs and how these programs can integrate ECMs/ERMs.

3. Summary of building related documentation:

Coordinate and consolidate existing facility and systems documentation that is available, including drawings, O&M manuals, sequence of operations, and any other applicable information that may help the Building Owner operate their building(s) more efficiently.

4. Building Controls System Information:

Document the building control system manufacturer(s), model numbers, latest software upgrades, assessment of the accuracy of available sequences of operations, points list and trending capability and capability for remote monitoring. Provide a list of issues found while reviewing or obtaining this information and all recommendations necessary to improve the controls systems.

Analysis of Energy Conservation/Resilience Measures:

2. Implementation Cost Estimate: The estimated cost of labor and materials to fully implement the measure.
3. Annual Energy Impacts: The energy impact calculation estimates the change in annual electrical (kWh), water (kgal), fuel (MMBTU), and/or renewable energy usage for a given measure.
4. Annual Energy Cost Impact: The cost impact calculation values the water, energy and demand changes at current customer rates due to implementation of measures.
5. Operations and Maintenance cost impacts: Estimated change in O&M costs expected to result from the measure. For instance, changing out a motor prior to the end of its useful life will result in expected O&M savings at the end of that equipment's useful life.
6. Training recommendations to ensure the ECM/ERM improvements persist over the life of the measure.
7. All calculated kWh savings, KW coincidence peak savings, MMBtu savings and other savings associated with ECMs, estimates must be provided in Excel format or similar with all assumptions identified, quantified, and referenced.
8. After the report has been submitted to BGS, the building owner, and their RPC, a follow-up meeting with BGS, the Contractor, the building owner, and the RPC may be requested to discuss findings of the report. If BGS, the Building Owner, and/or the RPC find the report to be inadequate, the Contractor must update the report as requested (within the parameters of this scope of work) and send the report to the entities listed above to be reviewed. When all entities are satisfied with the report, Contractor must send package including organized building information to BGS, the Building owner, and their RPC with instructions to retain such data for future use.

Proposal Submission Requirements.

Provide a price per square foot estimate for:

- 0 to 5,000 square feet of building space
- 5,001 to 10,000 square feet of building space
- 10,001 to 20,000 square feet of building space
- 20,001 to 50,000 square feet of building space
- 50,001 or greater square feet of building space

- Please provide a separate price per square foot estimate for blower door air-leakage testing and infrared scanning.

Service rates shall be provided for each BGS maintenance district, according to the price schedule on pages 12 and 13 of this RFP. BGS recognizes the complex nature of performing assessments on buildings and we understand that each building will be unique and not always allow for a prescriptive cost per square foot quote.

Contractor shall submit qualifications information including:

- Professional licensure and relevant certifications of key personnel.
- Resumes of key personnel, experience providing energy survey and analysis services, and experience with commercial facilities.
- Relevant experience and references.
- Qualifications shall not exceed 10 pages.

Please provide a separate price per square foot for the ASHRAE-II requirements and the supplemental energy analysis activities outlined in the Site Assessment section of this Attachment.

Provide a sample assessment report that best demonstrates the requirements of this RFP.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A.1 and/or A.2, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
 - a. **Payment Structure:** For each site, the Contractor shall submit to the State the fee associated with the site's conditioned and unconditioned square footage, as well as an itemized list of hours spent writing the report by each employee, along with their associated hourly rates
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly. If more than one invoice is submitted for a project, please indicate on the first invoice that more expenses are yet to be incurred, and on subsequent invoice(s) describe the additional work performed, as well as whether yet more invoices are expected to be submitted at a later date.
5. Invoices shall be submitted to the State at the following address: State of Vermont Buildings and General Services Department, 133 State Street 5th Floor, Montpelier, Vermont 05633
6. Please complete and refer to the Price Schedule beginning on Page 12 of this RFP to demonstrate the desired payment for delivered products, or rates for services performed, and any additional reimbursements.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: July 19, 2023)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.