

**City of Danville, Virginia**

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**Request for Proposals**

**RFP 20-21-104**

**“Residential, Commercial and Industrial Energy Efficiency Program Consultant”**

**Summary:** The City of Danville, Virginia, Utilities Department (Danville Utilities) is soliciting proposals from qualified energy efficiency program implementers with expertise and proven consultant experience with successful residential, commercial and industrial energy efficiency programs. The program will run from July 1, 2021 – June 30, 2023, and is renewable yearly up to two more additional years following the end of the original program term (please insert appropriate language from other RFPs). The ideal consultant will be able to provide the following services\*:

* Recommendations for updating/implementing the existing Home$ave and Custom$ave programs. Existing program information can be found under resources at [www.danvilleutilities.com](http://www.danvilleutilities.com).
* Assistance with determining if products are qualified as outlined in the Home$ave and Custom$ave programs as needed. All rebate processing will be handled in-house by Department of Utilities. The production and mailing of rebate checks for the Home$ave program will be provided by the consultant. Danville Utilities will provide the consultant with the necessary information to perform this task.
* Providing educational seminars at least two times per year for customers of Danville Utilities on energy efficient topics.
* Provide graphic design and marketing services for advertisements, bill inserts, billboards, social media and any other media that may be distributed for all divisions within Danville Utilities.
* Provide energy assessments to industrial customers on a case-by-case basis. This may also include evaluating new projects, reviewing and analyzing data, and determining customized incentives for complex projects.
* Provide yearly reports to report program metrics which may include estimated KW and dollar savings by each program.
* Attend Danville Utility Commission and/or Danville City Council meetings as needed to provide any requested technical reports.

*\*The above list of potential program elements is intended to be illustrative and not prescriptive and represents the general expectations of Danville Utilities.*

**Danville, Virginia:** Danville is a council-manager, Commonwealth of Virginia charter city comprising approximately 44 square miles located on the Virginia North Carolina border along the Dan River in the south central Virginia. The City has a population of approximately 46,000 in the center of a small metropolitan area with a total population of approximately 105,000. Danville Utilities is the only full service municipal utility in Virginia, providing services including electric, natural gas, water, and wastewater utilities and limited telecommunications services. Danville Utilities recently completed advanced metering infrastructure (AMI) deployment.

Danville Utilities’ electric service is the largest of the 14 municipal electrical systems in the Commonwealth of Virginia. The electric system was formed in 1886 and is one of the oldest in the country. Presently, Danville Utilities serves over 36,700 residential, 4,300 commercial, and 70 industrial customers with 1,800 miles of electric lines in the City of Danville and portions of Pittsylvania, Henry and Halifax Counties.

**Target Participants:** Target participants of the residential energy efficiency program are primarily single-family homeowners, particularly in older and high energy-use homes within the Danville Utilities service territory. According to the most recent Census data, 87.8 percent of the houses in Danville were built before 1980, so the majority of owner-occupied homes in the City of Danville fall into the “older” category.

Target participants of the commercial and industrial side are businesses of all types and sizes, especially those of high energy use, who have not installed or implemented new, energy efficient equipment and processes to help reduce their demand.

**Statement of Qualifications:** Firms interested in responding to this request must submit a written Statement of Qualifications to include the following information:

* A description of the firm’s overall capabilities and specific experience with residential and commercial/industrial energy efficiency programs of similar size;
* A summary of professional qualifications and experience of the individuals the firm would assign to the project;
* A listing of residential energy efficiency programs that have been successfully implemented, especially any that qualified as Energy Efficiency Resources in the PJM Capacity Market along with the Nominated Energy Efficiency Value;
* Examples of successful existing residential load management programs using the buy-your-own smart thermostat model; and
* Names, addresses, telephone numbers, and e-mail addresses of clients for which the firm implemented programs of a similar type and size within the last five years.

**Pricing:** Following initial review of submissions, The City will request a non-binding pricing scheme that includes recovery of all components of program costs.

**Submittal:** Respondents should submit three (3) copies to the address below no later than **5:00 p.m., April 23, 2021 to:**

J. Gary Via, Purchasing Director

Purchasing Department-Room 304

427 Patton Street

Danville, Virginia 24541

**Evaluation considerations:** Each proposal will be evaluated based on the following:

* Overall qualifications of the firm, as evidenced by the Statement of Qualifications;
* Experience working with municipal electric utilities.
* The ability of the program to achieve the goals stated in the Summary above.
* Anticipated costs

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| **Evaluation Criteria** | **Weighted Percentage** |
| Qualifications of the firm | 40% |
| Experience working with municipal electric utilities | 20% |
| Ability to achieve goals based on summary | 20% |
| Anticipated costs | 20% |

**Award procedure:** A selection committee shall review the proposals submitted. After each proposal has been evaluated, short-listing procedures will narrow the list of candidates to the two or more best qualified firms. These firms will then be required to submit a non-binding pricing scheme that will be evaluated by the selection committee. The selection committee will then further evaluate proposals and enter contract discussions with the first choice. Should a binding pricing scheme not be agreed upon, the selection committee will then negotiate with the next highest ranking candidate.

The City reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the City of Danville. The City is not responsible for reimbursement of any costs associated with work undertaken by the firm to respond to this RFP.

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**Codes and Standards:** This procurement process is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville, Purchasing Department, P.O. Box 3300, Danville, Virginia 24543.

Minority and/or female-owned businesses are encouraged to apply. The City of Danville is an equal opportunity employer and does not discriminate on the basis of race, color, creed, national origin or against faith-based organizations.

The Firm, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each. The Firm does not, and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

During the performance of this contract, the Firm agrees as follows:

* The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
* The Firm also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
* The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.
* Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.
* The Firm will otherwise comply with all other applicable provisions of local, State, and Federal law.

**Drug Free Work Place:** During the performance of this contract, the Firm agrees to:

* Provide a drug-free workplace for the Firm’s employees
* Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Firm’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
* State in all solicitations or advertisements for employees placed by or on behalf of the Firm that the Firm maintains a drug-free workplace.
* Include the provisions of the foregoing clauses in every subcontract or purchase order of or over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

**Indemnification:** The Firm shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Firm or his employees, or of the subcontractor or his employees, if any, and the Firm shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Firm shall, at his own expense, satisfy and discharge the same. The Firm expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its agents, officials, and employees as herein provided. The Firm shall have charge and control of the entire work until its completion and acceptance by the City.

The Firm shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Firm. The Firm shall have charge and control of the entire work until completion and acceptance of the same by the City.

The Firm shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Firm shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

**Insurance:** The Firm shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Firm allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Firm hereunder.

* Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Firm shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Firm shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
* Comprehensive General Liability Insurance: The Firm shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Danville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of $1,000,000 per occurrence on bodily injury and property damage and $1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive

Premises – Operation

Products/Completed Operations Hazard

Contractual Insurance

Underground Hazard

Explosion & Collapse Hazard

Independent Firm and Subcontractor

Broad Form Property Damage

Personal Injury

* Automobile liability insurance minimum combined single limits of $1,000,000 for any one person and subject to the same limit for each person, $1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles

Non-owned Vehicles

Hired Vehicles

* Umbrella Policy. At the option of the Firm, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of $2,000,000.00.

All policies shall name the City of Danville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

**Payments to subcontractors:** The Firm shall take one of the two following actions within seven days after receipt of amounts paid to the Firm by the City of Danville for work performed by the subcontractor:

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

Individual Firms shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The Firm shall pay interest to the subcontractor on all amounts owed by the Firm that remain unpaid after seven days following receipt by the Firm of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Firm shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A Firm's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Firms organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Virginia Title 13.1 or Title 50 or as otherwise required by law. A Firm organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.