



CITY OF DANVILLE

Carol G. Henley, Director of Purchasing

P.O. Box 3300
Danville, VA 24543

427 Patton Street, Rm 304
Danville, VA 24541

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REQUESTS FOR PROPOSALS

Proposal No **RFP 24-25-107**

Title: "Residential, Commercial and Industrial Energy Efficiency Program Consultant"

Pre-Bid Meeting: No Pre-Bid meeting will be held for this project.

Last Day for Questions: Email questions to purchasing@danvilleva.gov by no later than 5:00 PM, May 2, 2025.

Proposal Closing Date: Sealed proposals shall be accepted no later than May 19, 2025, by 4:00PM.

Mail or Hand-Deliver to:
Purchasing Department
427 Patton Street, Room 304
Danville, VA 24541

Electronic bids will be accepted on eVA (www.eva.virginia.gov)

Direct Bidding Procedures
Inquiries to: Carol Henley, Director of Purchasing
(434) 799-6528
purchasing@danvilleva.gov

Project Owner: Janet C. Davis, Key Accounts Manager, Danville Utilities,
davisjc@danvilleva.gov

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1.0 **SCOPE OF WORK**

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, 2025 – June 30, 2027, and is renewable yearly up to three more additional years following the end of the original program term). The ideal consultant will be able to provide the following services*:

- Recommendations for updating/implementing the existing HVAC tune up program. Existing program information can be found under resources at www.danvilleutilities.com. This includes vetting of HVAC contractors for performing HVAC Tune Ups per the program.
- The production and mailing of rebate checks for the HVAC tune up program will be provided by the consultant. Danville Utilities will provide the consultant with the necessary information to perform this task.
- 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 any program(s).
- Attend Danville Utility Commission and/or Danville City Council meetings as needed to provide any technical reports requested.

*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 most owner-occupied homes in the City of Danville fall into the “older” category.

Target participants on 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.

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1.1 **Submit invoice(s) to:**

City of Danville
Accounts Payable
PO Box 3300
Danville, VA 24543
Attention : Danville Utilities, Janet C. Davis, Key Accounts Manager

1.2 **Deadline**

Sealed Proposals shall be submitted no later than **May 19, 2025 at 4:00 PM** to:

**City of Danville
Purchasing Department
Attn.: Carol Henley
427 Patton Street, Room 304
Danville, VA 24541**

Bids will not be accepted both electronically and on paper. The bid with the latest time stamp received prior to the due date and time will be evaluated for each Bidder.

2.0 **SUPPLEMENTAL GENERAL CONDITIONS**

2.1 **Award Criteria**

2.1.1 The award will be made to the proposal conforming to the RFP and will be most advantageous to the City. Price, Technical recommendation, and other factors considered such as delivery time, quality, operating and maintenance cost, service, resale value, etc.

2.1.2 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

2.2 **Authority**

2.2.1 The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for an indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

2.2.2 This procurement process, including withdrawal of proposals and appeals or protests, 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, PO Box 3300, Danville, VA 24543.

2.3 **Method of Bid Submission**

2.3.1 Proposals will not be accepted both electronically and on paper. Each supplier must choose only one method of submission to avoid any confusion or duplication of entries. **The latest dated and time stamped proposal will be the only proposal accepted and evaluated.** No proposal may be considered if received after the time shown on the title page. The allowable methods for submitting are electronic and paper submission.

2.3.2 Paper Submission: Proposals must be written in ink or typewritten. Unsigned or qualified bids will not be accepted. Envelopes must be sealed and marked in the lower left-hand corner **RFP 24-25-107 “Residential, Commercial and Industrial Energy Efficiency Program Consultant”** and submitted to the office indicated on the title page.

2.3.3 Electronic Submission: Suppliers who choose to submit their proposals electronically must ensure that they are registered on eVA at www.eva.virginia.gov. Solicitations can be found under the Business Opportunities Tab > Virginia Business Opportunities (VBO). Search RFP 24-25-107. When addenda are issued, suppliers that have submitted an electronic response will have to RESUBMIT their response to the latest version of the solicitation.

2.3.4 Suppliers are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Supplier’s risk. Erasures or other changes must be initialed by the person signing the bid.

2.3.5 Suppliers must be registered in eVA if the local public body is:

- A. Accepting electronic AND paper responses
- B. Awarding to a supplier that has submitted a paper response
- C. Posting award actions in eVA

There is no cost for eVA registration

2.4 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.

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

2.41 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

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%

2.42 Award Criteria: The selection committee will make a recommendation of the top-ranked respondent. Danville may elect to make award without conducting formal interviews if one firm is determined to be the most qualified.

2.5 Proposals Binding 60 Days

Unless otherwise specified all formal Proposals submitted shall be binding for sixty (60) calendar days following submission date.

2.6 Enforcement

This Agreement and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

2.7 Interpretation

2.6.1 If any person contemplating the submission of a proposal on this invitation is in doubt as to the true meaning of any part of the plans, specification, or other document, he should submit a written request for an interpretation thereof to the Director of Purchasing. An interpretation of the proposal invitation document will be made only by written addendum issued to each potential Offeror.

THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF PROPOSAL INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH.

2.6.2 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

2.8 Patents

The Vendor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

2.9 Prices

2.8.1 All prices are based on delivery to the destination designated in the RFP including packing charges. Any discounts for payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation.

2.8.2 Unless lump sum is specifically requested, unit and extended prices should be given. Failure to do so may cause proposal to be rejected. In all cases, the unit price shall govern.

2.10 **Performance**

In case of default by the Vendor, the City may procure the commodity or services from other sources and hold the Vendor responsible for any excess costs occasioned thereby.

2.11 **Specifications and Product Description**

Any available printed material or literature which describes the product being offered for sale shall be included with the proposal.

2.12 **Taxes**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

2.13 Vendor's Relationship to the City

2.13.1 **Independent Contractor**

It is expressly agreed and understood that the Vendor is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the City. The contract specifies the work to be done by the Vendor, but the method to be employed to accomplish the work shall be the responsibility of the Vendor.

2.13.2 **Subcontracting**

Vendor may subcontract services to be performed hereunder with the prior approval of the City, which approval shall not be unreasonably withheld. No such approval will be construed as making the City a part of, or to, such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Vendor of its liability and obligation under this contract; and despite any such subcontracting the City shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

2.13.3 **Payments to Subcontractors**

a. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor 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 attributed 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.

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

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

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

The contractor 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 contractor'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.

2.13.4 **Novation**

The Vendor shall not assign or transfer, whether by as Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Vendor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, and equipment.

2.14 **Drug Free Workplace**

During the performance of this contract, the vendor agrees to:

- a. Provide a drug-free workplace for the vendor's employees.
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of the vendor that the vendor maintains a drug-free workplace.
- d. 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 vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

2.15 Indemnification

The Vendor shall indemnify the City, its agents, officers, and employees, against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Vendor or Vendor's subcontractors. Vendor shall procure and maintain, at Vendor's own cost and expense, any additional kinds and amount of insurance that, in Vendor's own judgment, may be necessary for Vendor's proper protection in the prosecution of the work.

b. The Vendor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Vendor shall, at his own expense, satisfy and discharge the same. The Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Vendor 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 Vendor. The Vendor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Vendor 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.

e. The Vendor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

2.16 Insurance

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Vendor shall take out and maintain during the life of the 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 any such work is sublet, the Vendor shall require the Subcontractor similarly to provide

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Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work.

b. Comprehensive General Liability Insurance: The Vendor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Danville and its officers, agents and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury

c. Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

d. Umbrella Policy: At the option of the Vendor, 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 herein required. However, any such umbrella policy must have minimum coverage limits of \$2,000,000.00.

2.17 **Equal Employment:**

During the performance of the contract, the vendor agrees as follows:

a. The Vendor 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 Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.

b. The Vendor 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.

c. The Vendor, in solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such vendor is an equal opportunity employer.

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d. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section

e. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

f. The Vendor will otherwise comply with all other applicable provisions of local, State, and Federal law.

g. The contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ and unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or 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 contractor 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.

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The undersigned Proposer acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

CONTRACTOR: _____ DATE: _____

ADDRESS: _____ PHONE: _____

FAX #: _____ Email _____

Signature: _____

(Signed)

Signature: _____

(Printed or Typed)

Title: _____

City of Danville Business License # _____

Federal Tax # _____

Registered as a contractor under Chapter 175E, Section 4539(117), Code of Virginia as amended by Chapter 404, Act of Assembly, 1944, Certificate No. _____.

Virginia SCC registration No. _____