Energy Services Contractors – ESCOs
Commonwealth of Virginia
Contract DEB20110611
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF ENGINEERING AND BUILDINGS

PLEASE NOTE THIS CONTRACT EXPIRES ON MARCH 31, 2017. THERE IS A SECTION IN THIS CONTRACT THAT PROVIDES INSTRUCTIONS ON HOW TECHNICAL AUDITS AND ENERGY CONTRACTS SHALL BE MANAGED BASED ON THE CONTRACT EXPIRATION.

SEE SECTION AT BEGINNING - END OF CONTRACT REQUIREMENTS ADDED MARCH 23, 2016

NOTICE OF CONTRACT AWARD

1. DATE……April 1, 2016

2. COMMODITY NAME……ESCOs

3. CONTRACT NUMBER……..DEB20110611

4. CONTRACT PERIOD……..April 1, 2016 through March 31, 2017
   NO RENEWALS ARE REMAINING

5. AUTHORIZED USERS……..All Public Bodies

6. CONTRACTORS……See list of contractors

7. TERMS…….Net 30 days

8. DELIVERY……As requested

9. F.O.B…….Not applicable

10. FOR FURTHER CONTRACT INFORMATION CONTACT: Shirley McNutt
    (804)786-4538
    shirley.mcnutt@dgs.virginia.gov

Notice: This Notice of Contract Award is being provided to you to announce the vendor to whom the related Services have been awarded to. You may begin using the Contractor immediately using the information provided herein. Any questions concerning the provisions of the contract should be directed to the Contract Officer listed above. This is a statewide contract for use by all public bodies.

By: *Shirley McNutt*
Shirley McNutt, VCCO, VCO
Contract Officer

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LIST OF CONTRACTORS

NAME OF COMPANY	EMAIL ADDRESS	PHONE NO	FAX NO	CONTACT PERSON	ADDRESS	CITY, STATE	ZIP
ABM Building Services	jeffrey.buennemeyer@outlook.com	(703) 597-2273	(703) 370-8674	Jeffrey Buennemeyer	5703 Edsall Road	Alexandria, Va.	22304
Ameresco	rritter@ameresco.com	(804) 762-4943	(804) 762-4468	Richard Ritter	10024 Stonemill Road	Richmond, Va.	23233
Atlantic Constructors	bill.stout@atlanticconstructors.com	(804) 222-3400	(804) 222-3303	Bill Stout	1401 Battery Brooke Parkway	Richmond, Va.	23237
Bay Electric Co. Inc.	johnfbiagas@bayelectricco.com	(757) 595-2300	(757) 595-6112	John F. Biagas	627 36th Street	Newport News, Va.	23607
Comfort Systems USA	energyservices@comfortsystemsusa.com;mike.persinger@comfortsystemsusa.com	(317) 638-5363	(317) 246-4265	Michael Persinger	2655 Fortune Cr. West, Suite E	Indianapolis, IN	46241
Constellation New Energy	Walter.Godleski@constellation.com	(412) 489-9455	(412) 489-9501	Walter Godleski	2090 Greentree Road, Suite 200	Pittsburgh, Pa.	15220
Energy Systems Group	pwenner@energysystemsgroup.com	(804) 559-5666	(804) 599-5443	David Ames	9097 Atlee Station Road, Suite 318	Mechanicsville, Va.	23116
Honeywell	s.wayne.verlander@Honeywell.com	(804) 515-1550	(804) 515-1590	Wayne Verlander	7870 Villa Park Dr., Suite 900	Richmond, Va.	27650
Johnson Controls Inc	whitley.b.blake@jci.com	(804) 931-7996	(804) 749-8004	Whitley Blake	2315 Commerce Center Dr. Suite D	Rockville, VA.	23146
Lifecycle Construction Services	shaynes@lifecycle-inc.com	(540) 656-2415	(540) 656-2416	Sean Haynes	1315 Jefferson Davis Hwy	Fredericksburg, Va.	22401
Noresco	sbridgeforth@noresco.com	(919) 621-6308	(703) 846-9701	Roger D'Alessio	2750 Prosperity Ave, Suite	Fairfax, Va.	22031

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Pepco Energy Services	pmaines@pepcoenergy.com	(804) 347-9037	(703) 253-1798	Pam Maines	1300 N. 17th St. Suite 1600	Arlington, Va.	22209
Schneider Electric Buildings	Barry.wilhelm@schneider-electric.com	(804) 486-1005	(804) 330-9002	Barry Wilhem	6800 Paragon Place Suite 470	Richmond, Va.	23230
Siemens	kevin.bellamy@siemens.com	(301) 289-9042	(301) 221-1941	Kevin Bellamy	6435 Virginia Manor Rd.	Beltsville, Md.	20705
Southland Industries	nshah@southlandind.com	(703) 885-8468	(703) 834-5570	Natasha Shah	22340 Dresden St., Suite 177	Dulles, Va.	20166
Trane Inc.	LARRY.CUMMINGS@TRANE.COM; HMTURNER@TRANE.COM	(804) 496-4146	(804) 273-0119	Howard Turner	10408 Lakeridge Parkway	Ashland, Va.	23005
US Energy Management	bhunt@usenergymanagement.com	(434) 531-0263	(434) 984-6156	William Hunt III	120 Distan Ct.	Keswick, Va.	22947
Wendel Energy Services LLC	jdefazio@wendelcompanies.com	(703) 299-8718	(703) 299-8719	Joseph DeFazio	1420 King Street	Alexandria, Va.	22314

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END OF CONTRACT REQUIREMENTS ADDED MARCH 23, 2016

The following procedure will apply for work in progress under this contract as the contract expires on March 31, 2017. On a case-by-case basis, and with prior DGS approval, the contract may be extended an additional six months through September 30, 2017 as follows:

- No later than March 1, 2017, a technical energy audit is completed and a request to DGS is made to extend the contract another 6 months so that a contract can be in place by September 30, 2017.
- No later than March 31, 2017, DGS will then issue a contract modification to the ESCO and public body for a 6 month extension to complete the energy contract for that specific public body. Note that the 6 month extension is the maximum possible under existing procurement regulations.
- The energy contract shall be signed within that 6 month extension(again, no later than Sep 30, 2017) and DGS provided a copy of the executed contract.
- No other extensions will be granted

SCOPE OF SERVICES

BACKGROUND ESCO: The Commonwealth of Virginia and its public bodies are continually engaged in building maintenance and renovation programs in order to enhance the performance of the building systems and generate utility and operational savings. Energy performance contracting may present opportunities in a number of state facilities to benefit and create savings.

Abbreviations and terms used in this document:
ESCO – Energy Services Companies/Contractors
RFP – Request for Proposal
DEB – Division of Engineering and Buildings
BCOM – Bureau of Capital Outlay Management
COV – Commonwealth of Virginia
Owner – public bodies of the Commonwealth
Offeror – potential ESCO
Contractor - ESCO

Code of Virginia,

11-34.3. Energy Performance-Based Contract Procedures; required contract provisions.
A. Any contracting entity may enter into an energy performance-based contract with an energy performance contractor to significantly reduce energy costs to a level established by the public body or operating costs of a facility through one or more energy conservation or operational efficiency measures.

B. The energy performance contractor shall be selected through competitive sealed bidding or competitive negotiation as defined in § 2.2-4301. The evaluation of the request for proposal shall analyze the estimates of all costs of installation, maintenance, repairs, debt service, post installation project monitoring and reporting.

C. Before entering into a contract for energy conservation measures and facility technology infrastructure upgrades and modernization measures, the contracting entity shall require the performance contractor to provide a payment and performance bond relating to the installation of

energy conservation measures and facility technology infrastructure upgrades and modernization measures in the amount the contracting entity finds reasonable and necessary to protect its interests.

D. Prior to the design and installation of the energy conservation measure, the contracting entity shall obtain from the energy performance contractor a report disclosing all costs associated with the energy conservation measure and providing an estimate of the amount of the energy cost savings. After reviewing the report, the contracting entity may enter into an energy performance-based contract if it finds (i) the amount the entity would spend on the energy conservation measures and facility and technology infrastructure upgrades and modernization measures recommended in the report will not exceed the amount to be saved in energy and operation costs more than 20 years from the date of installation, based on life-cycle costing calculations, if the recommendations in the report were followed and (ii) the energy performance contractor provides a written guarantee that the energy and operating cost savings will meet or exceed the costs of the system. The contract may provide for payments over a period of time not to exceed 20 years.

E. The term of any energy performance-based contract shall expire at the end of each fiscal year but may be renewed annually up to 20 years, subject to the contracting entity making sufficient annual appropriations based upon continued realized cost savings. Such contracts shall stipulate that the agreement does not constitute a debt, liability, or obligation of the contracting entity, or a pledge of the faith and credit of the contracting entity. Such contract may also provide capital contributions for the purchase and installation of energy conservation and facility and technology infrastructure upgrades and modernization measures that cannot be totally funded by the energy and operational savings.

F. An energy performance-based contract shall include the following provisions:

1. A guarantee by the energy performance contractor that annual energy and operational cost savings will meet or exceed the amortized cost of energy conservation measures. The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy and operational savings measures. The qualified provider shall reimburse the contracting entity for any shortfall of guaranteed energy savings projected in the contract.

2. A requirement that the energy performance contractor to whom the contract is awarded provide a 100 percent performance guarantee bond to the contracting entity for the installation and faithful performance of the installed energy savings measures as outlined in the contract document.

3. A requirement that the energy performance contractor provide to the contracting entity an annual reconciliation of the guaranteed energy cost savings. The energy performance contractor shall be liable for any annual savings shortfall that may occur.

G. The Department of Mines, Minerals and Energy (the Department) shall make a reasonable effort, as long as workload permits, to:

1. Provide general advice, upon request, to local governments that wish to consider pursuit of an energy performance-based contract pursuant to this section;

2. Annually compile a list of performance-based contracts entered into by local governments of which the Department may become aware. (2001, c. 219; 2004, c. 197; 2009, c. 399.)

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REVISION TO CONTRACT

The following contract modification applies to state agencies only.

2) After the completion of the technical energy audit, the agency shall obtain a BCOM review; this BCOM review shall occur before DMME submits their recommendation for approval/disapproval. The broad intent of the BCOM review is to provide feedback earlier in the process to ensure code compliance and facilitate efficient execution. Agencies must fund the BCOM review. BCOM will provide feedback to the agency and "cc" DMME (ATTN: Charlie Barksdale at charlie.barksdale@dmme.virginia.gov) and DEB contracting (ATTN: Shirley McNutt). The specific purposes of this review are to:

a. Determine whether or not a building permit will be required for the proposed work. Note that if a permit is required, the detailed review of the appropriate design documents will occur later in the process.
b. Provide feedback to the agency on the proposed energy conservation measures. Agencies may choose to incorporate or reject the BCOM feedback on the energy conservation measures.

3) Project change orders shall be reviewed for reasonableness and approved by DMME prior to execution; change orders shall follow the CO-11 process.

STATEMENT OF NEEDS FOR THE ESCO FROM THE RFP PROCESS

The Statement of Needs defines the desired conditions of the contract, but does not restrict the Commonwealth or the ESCO to what is stated. The Commonwealth understands that not all ESCOs can provide all services for complex projects, therefore in fairness and in an endeavor to establish contracts with several ESCOs, ESCOs are encouraged to provide responses based on the size and types of projects they would like to perform for public bodies.

General Requirements:

The ESCOs that are selected agree to an initial two-year contract commitment to the Commonwealth of Virginia and that during this time they will maintain the financial where with all to perform. The ESCO shall provide all labor, materials, transportation and incidentals necessary for the performance of this contract.

The ESCO when entering into a performance contract to do an energy project shall provide a written savings guarantee that will cover one hundred percent (100%) of the total project costs. The maximum project payback period will not exceed 20 years per the Code of Virginia.

The performance contractor shall provide a comprehensive facilities services program including:

(a) Complete energy audits

(b) Design and installation of energy efficiency equipment and systems

(c) Maintenance of equipment and installed systems, in some cases

(d) Monitoring of energy costs

(e) Potential financing for the project

(f) A written guarantee of energy, water, and operations savings

The Commonwealth of Virginia and its public bodies own and operate a variety of facilities across the state, including administrative buildings, health care units, correctional facilities, universities, and community colleges

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The Owner seeks to maximize energy and related cost savings in order to pay for facility upgrades and services. The services and capital improvements will be financed through an energy savings performance contract which:

- Incurs no initial capital costs (with option for the Owner to provide initial capital if desired)
- Achieves significant long-term cost savings
- Achieves a guarantee for cost savings (with the Owner option to eliminate part or all of the guarantee after three years of guaranteed performance).
- Maintains consistent and reasonable levels of occupant comfort
- Maintains consistent levels of building functionality,
- Captures additional benefits that may directly result from energy-related services and capital improvements, such as environmental protection, hazardous materials disposal or recycling, improved occupant comfort, reduced maintenance needs, improved indoor air quality, additional building improvements, etc.
- Endeavors to use ENERGY STAR^{SM} equipment in this project.
- Endeavors to comply with the Division of Engineering and Buildings and all applicable Commonwealth of Virginia energy standards

The ESCOs will not limit its ECM recommendations to only those projects having a 20-year payback, but will give a prioritized listing of all opportunities for savings, regardless of payback. The Owner may elect to buy-down the purchase and installation costs of ECMs that cannot be totally funded by energy and operations savings. Upon the Owner's approval of the recommendations, the ESCO will implement the comprehensive energy efficiency and guaranteed savings program. Throughout this process, "energy savings" will be understood to include energy, water, and operations savings.

All design and construction work shall comply with the Construction and Professional Manual latest edition.

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SPECIFIC PROCESS FOR USING THE CONTRACT

FOR STATE AGENCIES AND STATE INSTITUTIONS OF HIGHER EDUCATION – THIS CONTRACT IS NOT INTENDED FOR USE ON PROJECTS WHERE THE PRIMARY SOURCE OF FUNDS IS APPROPRIATED AS A CAPITAL OR MAINTENANCE RESERVE PROJECT.

The Process to be Utilized:

It is important for all responding ESCOs to understand how these contracts will be utilized. The Commonwealth will establish several contracts with ESCOs that meet the qualifications requested in this proposal. Once the pool has been qualified, public bodies will follow the following process:

- A minimum of four (4) ESCOs will be contacted by the public body
- The ESCOs will provide their recommendations, schedule, projected payback schedule, and projected energy savings, short and long term to the Owner
- The Owner will choose one or more ESCOs to negotiate with to establish a contract
- The exception to this process is when an Owner has a campus wide building management system (BMS) that is sole source. In this case if the ESCO is the BMS contractor, then the Owner may sole source any improvements to the BMS. All other work outside of the BMS improvements shall be competed for at the sub contractor and material supplier level by the BMS ESCO. Competition should be sought to the greatest extent possible.

Selection of the ESCO from the Group:

- From the qualified group, four or more ESCOs will be contacted to participate in a walk-through of the proposed building and to submit the Site-Specific Approach to Project

- Based on the Site-Specific Approach submissions, an ESCO is selected and assigned to work with the Agency on this energy project after negotiations.

Technical Energy Audit Phase:

- The Owner and the ESCO sign a Technical Energy Audit Memorandum of Understanding.

- The ESCO conducts a comprehensive Technical Energy Audit. The Owner reviews the study results and determines whether or not to continue with the project**.**

- If the project goes forward, the energy baseline, energy savings guarantee, measurement and verification methods, and payment schedules are negotiated.

- If the project does not go forward, the Owner pays the ESCO for the Technical Energy Audit.

- The Owner enters into an Energy Savings Performance Contract to implement the selected measures.

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Performance Contract Phase:

- Project construction begins.

- Upon completion of construction, commissioning is conducted.

- Simultaneously, the ESCO provides training to facility maintenance/operations personnel. Training shall address the purpose, operations, and maintenance of the installed equipment/systems.

Measurement & Verification Phase:

- Annual reconciliation of actual energy savings achieved, as compared to the baseline, is conducted to determine project performance throughout the term of the contract.

- If the projected annual energy savings are not achieved, the ESCO shall pay the Owner the difference, pursuant to the savings guarantee.

- The public bodies will be using 3rd party energy consultants to perform the yearly audit for measurement and verification and compliance with the payback model.

Specific Energy Improvements

The Owner seeks to maximize energy, water, and operations savings and related improvements in state-owned facilities.

The ESCO must have the demonstrated technical and managerial capability to address a broad range of energy and water systems, provide a comprehensive set of related services, and capture the value of any directly related additional benefits. These include but are not limited to:

Audit
- Technical energy and water audit to evaluate costs and savings of a variety of measures
- Financial analysis
- Financing capability or ability to find financing

Construction & Commissioning
- Design services
- Equipment procurement and purchasing
- Construction management
- Installation of equipment
- Hazardous waste disposal or recycling
- Commissioning
- Staff training on routine maintenance and operations of systems
- Training of building occupants

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Measurement and Verification

- Measurement and verification of selected energy and water savings measures, as compared to the baseline, and reporting of the performance and savings from improvements.
- Verification of operations and maintenance procedures for long-term, high-efficiency performance of buildings
- Monitoring and reporting of emissions reductions

Systems may include the following:

- Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and controls systems, domestic hot water systems, distribution systems, etc.
- Electrical Systems. Distribution systems, emergency generators.
- Lighting Systems. Indoor and outdoor lighting systems, lighting controls, day lighting strategies.
- Building Envelope Systems. Windows, insulation, weatherization, etc. It is recognized that window replacements are rarely cost-effective, but could be considered as part of a comprehensive plan.
- Specialty Systems. Laundry and kitchen equipment, renewable energy systems.
- Water and Sewage Systems. Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, and irrigation system controls or modifications.

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INSTRUCTIONS ON HOW THIS CONTRACT WILL BE USED BY PUBLIC BODIES

Phase I - RFP Process for Energy Services Companies (ESCO)

- This will be the RFP process with the goal to develop a pool of several qualified firms that could provide these services and have the financial capabilities to perform. The RFP was written for all public bodies in the Commonwealth.
- The goal behind the pre-qualified pool is to provide for healthy competition, it also prevents one firm from being overloaded, thereby creating an environment for failure
- The pool will also allow for firms that only specialize lighting or specific energy components, this allows for a wide range of services and the ability to use a smaller ESCO for smaller projects

Phase II - Selection Phase of the ESCO for the project

- The public body will select 4 or more ESCOs from the pool to provide an approach to the agency project. The selection should be based on the ESCO experience, ability to respond and potential for funding model.
- This phase does not cost the public body anything; we call this “the back of the envelope proposal”. This provides the public body an analysis to determine if the cost investment is present for the energy savings.
- Samples of typical projects:
    1. Changing utility meters
    2. Changing all hand operated water devices to timed flow devices
    3. Installation of steam traps on steam systems
    4. Replacement of chillers with new chillers that are environmentally friendly and use efficient refrigerants, these new chillers also allow for programming of their functions
    5. Co-generation projects
    6. Installation of energy efficient air handler units
    7. Alternate fuel sources for boilers and power plants
    8. Replacement of lighting fixtures and ballasts
    9. Installation of energy management controls
    10. Insulation installation
    11. Window replacements
    12. Replacement of traditional exit signs with LED signs
- The public body will interview one or more ESCOs and negotiate a contract with them for performing the formal energy audit, developing the construction documents, performing project management, developing the financing model and developing the measurement and verification of the implemented energy savings.

Phase III - Technical Energy Audit

- This is the phase where the ESCO performs the energy audit
- An MOU is established for the audit
- During the audit phase, the ESCO will perform a complete evaluation of the energy projects being recommended and perform a modeling exercise of the projected savings and timeframe
- An energy baseline is established along with the measurement standards
- The public body makes a determination to go forward. If the savings are not projected to cover the expense, then the public body will pay the ESCO for the detailed technical audit.
- If the public body goes forward with the project, then the financing needs to be defined.

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Phase IV - Financing

This area provides for several different types of financing for public bodies lease purchase, direct purchase, tax exempt lease purchase, MELP through MME for state agencies, and third party financing arranged by the ESCOs. If you are a state agency contact the Department of Treasury prior entering into any financial arrangements.

- Lease purchase – the project can be financed through a leasing agreement paid from the energy savings. This process does not require capital dollars or a down payment. The larger ESCOs offer this.
- Direct purchase – the public body makes an outright purchase
- MELP – this is the funding stream available to state agencies through the Department of Treasury. When this financing approach is taken, the project is reviewed by the Department of Mines Mineral and Energy and they recommend to Treasury whether or not to issue the MELP.

There are other types of financing available to local public bodies, such as municipal bonds, private donations, etc.

FOR STATE AGENCIES ONLY:

- State agencies ONLY, are required to seek an approval as a Capitol Outlay project on any energy project whose total value is over $7,000,000. There are no exceptions unless legislation changes. If it does we will notify you. This dollar limit does not affect local governments or schools.
- State agencies are required to have the design documents developed by the ESCO reviewed for code compliance. This review is performed by the Bureau of Capitol Outlay Management and it carries a bill back to the agency.
- State agencies cannot add funds from other Capitol Outlay projects into an ESCO project. The funded Capitol Outlay shall be treated as a separate project.
- State agencies are required to have a review of the financing model prior to final execution of a contract. The agency will have this review done.
- State agencies are required to have a technical review by DMME
- **FOR STATE AGENCIES AND STATE INSTITUTIONS OF HIGHER EDUCATION – THIS CONTRACT IS NOT INTENDED FOR USE ON PROJECTS WHERE THE PRIMARY SOURCE OF FUNDS IS APPROPRIATED AS A CAPITAL OR MAINTENANCE RESERVE PROJECT.**

Phase V – Construction

The ESCO now takes on the role of the construction/project manager. Based on what the energy implementations will be, the ESCO will either go through a review process with BCOM (which the agencies will reimburse the ESCO for these additional costs for review) or the project will be implemented.

The deciding factor is based on the CPSM requirement when a renovation or maintenance project affects the fire egress or causes a code change in the building.

Construction is completed.

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Phase VI – Measurement and Verification

The ESCO and the public body established a baseline for the saving when negotiating the contract after the audit.

It is at this point that the ESCO sets up how the performance will be measured in conjunction with the public body. The ESCO will define specific guidelines; they may include detail on settings of the equipment that assure the savings. This M&V is monitored.

There is a contract for independent monitoring services. This will allow a public body to bring in an uninvolved third party to verify the savings, if needed.

Bonding of Contracts

The contracts shall be bonded using the CO10 and CO10.1 plus a guarantee bond on the energy savings.

Synopsis Statement – Energy Performance Contracting is primarily equipment replacement to provide energy savings and installation of building control systems to control energy consumption, which are defined as maintenance projects. They are impacted by the Virginia Uniform Statewide Building Code. State agencies shall comply with the CPSM for all design and construction work under this contract. Other public bodies shall comply with their local building codes.

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GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their offers, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offerors, supplier, manufacturer or subcontractor in connection with their (proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. <u>To Subcontractors</u>:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL,* APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offerors fails to satisfy the Commonwealth that such offerors is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

T. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor 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 Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Energy Services Contractors – ESCOs
Commonwealth of Virginia
Contract DEB20110611

SPECIAL TERMS AND CONDITIONS

1. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the (NSU) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that (NSU) has purchased or uses any of its products or services, and the contractor shall not include (NSU) in any client list in advertising and promotional materials..

2. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

4. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
   A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

   B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

   C. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

5. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

6. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

7. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for three successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

   1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

   2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

10. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

11. REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. CONTRACTOR'S SEMI ANNUAL REPORT OF SALES: DGS will provide the template for the invoices paid to be reported. This report will be the basis for DGS to issue the invoice for payment of the fee.

B. SURCHARGE ADJUSTMENT: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 1/2% of all invoiced transactions under the Contract. The SCA fee equals one half percent (1/2%) of the total invoiced sales as reported in the Contractor's monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "DEB SCA fee", the contract number, and dates of the three-month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Energy Services Contractors – ESCOs
Commonwealth of Virginia
Contract DEB20110611

METHOD OF PAYMENT

Contractor shall invoice each client agency monthly in arrears. Contractor shall invoice each client agency monthly based on hours worked and the hourly rates established in the pricing schedule.

Contractors shall be paid using a Schedule of Values, CO12 once the CO9DB is executed for the project.

Invoices for service provided exceeding one (1) month, shall be invoiced by the Contractor monthly, or upon completion of a deliverable, whichever is deemed in the best interest of the Commonwealth.

Invoices for service provide in less than one (1) month, the Contractor shall invoice the Commonwealth for the full amount of the service at the completion thereof.

Invoices shall include at a minimum:

- Name of assigned employee(s)
- Date(s) of assignment
- Rate per hour
- Hours worked
- Contractor's Federal Tax Identification Number (FIN)

Payment will be rendered by the Commonwealth within thirty days after Contractor's submission of a proper invoice.

There are no travel expenses allowed on this contract, except in cases where the agency requests a particular qualification that is not available locally. At that point the states travel regulations will apply.

Reimbursable costs are allowed if agreed to by the agency in advance. These costs are limited to printing, copying, mail services, courier services, photographic supplies, and items requested by an agency that is not part of the normal work function.

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

1100 Bank Street
Suite 420
Richmond, Virginia 23219
Voice (804) 786-3311
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT
CONTRACT DEB20110611

March 11, 2016

To:

ABM Building Services
Ameresco
Atlantic Constructors
Bay Electric
Comfort Systems USA
Constellation New Energy
Energy Systems Group
Honeywell
Johnson Controls
Lifecycle Construction
Noresco
Pepco Energy Services
Schneider Electric
Siemens
Southland Industries
Trane Inc.
US Energy Management
Wendel Energy Services LLC

Re: Contract DEB20110611

Modification No.: Seven

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
Division of Engineering and Buildings
1100 Bank Street
Suite 1008
Richmond, Va. 23219

Commodity: Energy Services Contractors - ESCOs

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract and the RENEWAL OF CONTRACT Clause. The renewal period will be for one year effective April 1, 2016 and expiring March 31, 2017, except as noted below. There are no more renewal periods possible.

The following procedure will apply for work in progress under this contract as the contract expires on March 31, 2017. On a case-by-case basis, and with prior DGS approval, the contract may be extended an additional six months through September 30, 2017 as follows:

- No later than March 31, 2017, DGS will then issue a contract modification to the ESCO and public body for a 6 month extension to complete the energy contract for that specific public body. Note that the 6 month extension is the maximum possible under existing procurement regulations.
- The energy contract shall be signed within that 6 month extension(again, no later than Sep 30, 2017) and DGS provided a copy of the executed contract.
- No other extensions will be granted

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Please sign below acknowledging acceptance of this modification and return this to:

Shirley McNutt
DGS Procurement Services
1100 Bank Street
Suite 1008
Richmond, Va. 23219

NO LATER THAN MARCH 30, 2016

Please feel free to call me with any questions at 786-4538.

Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

Vice President
Title

Jeffy Buemmeyer
By

ABM
Name of Company

38238 Stone Eden Dr
Company Address

Hamilton Va 20158
Company Address

703 597 2273
Company Phone Number

Jeff Buemmeyer
Company Contact Person

Jeffrey.Buemmeyer@ABM.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

1100 Bank Street
Suite 420
Richmond, Virginia 23219
Voice (804) 786-3311
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT
CONTRACT DEB20110611

March 11, 2016

To: ABM Building Services
Ameresco
Atlantic Constructors
Bay Electric
Comfort Systems USA
Constellation New Energy
Energy Systems Group
Honeywell
Johnson Controls
Lifecycle Construction
Noresco
Pepco Energy Services
Schneider Electric
Siemens
Southland Industries
Trane Inc.
US Energy Management
Wendel Energy Services LLC

Re: Contract DEB20110611

Modification No.: Seven

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
Division of Engineering and Buildings
1100 Bank Street
Suite 1008
Richmond, Va. 23219

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- No later than March 1, 2017, a technical energy audit is completed and a request to DGS is made to extend the contract another 6 months so that a contract can be in place by September 30, 2017

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Richmond, Va. 23219

NO LATER THAN MARCH 30, 2016

Please feel free to call me with any questions at 786-4538.

Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

Vice President
Title

By Michael J. Daigneault

Ameresco, Inc.
Name of Company

111 Speen Street, Suite 410
Company Address

Framingham MA 01701
Company Address

508-661-2200
Company Phone Number

Richard Ritter
Company Contact Person

rritter@ameresco.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

1100 Bank Street
Suite 420
Richmond, Virginia 23219
Voice (804) 786-3311
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT
CONTRACT DEB20110611

March 11, 2016

To:

ABM Building Services
Ameresco
Atlantic Constructors
Bay Electric
Comfort Systems USA
Constellation New Energy
Energy Systems Group
Honeywell
Johnson Controls
Lifecycle Construction
Noresco
Pepco Energy Services
Schneider Electric
Siemens
Southland Industries
Trane Inc.
US Energy Management
Wendel Energy Services LLC

Re: Contract DEB20110611

Modification No.: Seven

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
Division of Engineering and Buildings
1100 Bank Street
Suite 1008
Richmond, Va. 23219

Commodity: Energy Services Contractors - ESCOs

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Please sign below acknowledging acceptance of this modification and return this to:

Shirley McNutt
DGS Procurement Services
1100 Bank Street
Suite 1008
Richmond, Va. 23219

NO LATER THAN MARCH 30, 2016

Please feel free to call me with any questions at 786-4538.

Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

EVP
Title

By

ATLANTIC CONSTRUCTORS
Name of Company

1401 BATTERY BROOKE PKWY
Company Address

RICHMOND, VA 23237
Company Address

804-658-8687
Company Phone Number

BILL STOUT
Company Contact Person

bill.stout@atlanticconstructors.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

By

22 Mar 16

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

1100 Bank Street
Suite 420
Richmond, Virginia 23219
Voice (804) 786-3311
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT
CONTRACT DEB20110611

March 11, 2016

To: ABM Building Services
Ameresco
Atlantic Constructors
Bay Electric
Comfort Systems USA
Constellation New Energy
Energy Systems Group
Honeywell
Johnson Controls
Lifecycle Construction
Noresco
Pepco Energy Services
Schneider Electric
Siemens
Southland Industries
Trane Inc.
US Energy Management
Wendel Energy Services LLC

Re: Contract DEB20110611

Modification No.: Seven

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
Division of Engineering and Buildings
1100 Bank Street
Suite 1008
Richmond, Va. 23219

Commodity: Energy Services Contractors - ESCOs

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- No other extensions will be granted

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Please sign below acknowledging acceptance of this modification and return this to:

Shirley McNutt
DGS Procurement Services
1100 Bank Street
Suite 1008
Richmond, Va. 23219

NO LATER THAN MARCH 30, 2016

Please feel free to call me with any questions at 786-4538.

Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

John F. Biagas, President/CEO
Title

John F Biagas 3/14/2016
By

Bay Electric Co., Inc.
Name of Company

627 36th Street
Company Address

Company Address

757-595-2300
Company Phone Number

John F. Biagas, President/CEO
Company Contact Person

johnfbiagas@bayelectricco.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

1100 Bank Street
Suite 420
Richmond, Virginia 23219
Voice (804) 786-3311
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT
CONTRACT DEB20110611

March 11, 2016

To:

ABM Building Services
Ameresco
Atlantic Constructors
Bay Electric
Comfort Systems USA
Constellation New Energy
Energy Systems Group
Honeywell
Johnson Controls
Lifecycle Construction
Noresco
Pepco Energy Services
Schneider Electric
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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

VP Energy Solutions
Title

By

Comfort Systems USA
Name of Company

2655 Fortune Cr., West, Suite E
Company Address

Company Address

317-246-4273
Company Phone Number

Michael W. Persinger
Company Contact Person

Mike.persinger@comfortsystemsusa.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16

By

COMMONWEALTH *of* VIRGINIA

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

Director
Title

By

Constellation
Name of Company

24 Summit Park Drive
Company Address

Pittsburgh, PA 15275
Company Address

(412) 489-9455
Company Phone Number

Larry Godleski
Company Contact Person

WALTER.Godleski@constellation.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16

By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

President
Title

By Gregory F. Collins

Energy Systems Group, LLC
Name of Company

9097 Atlee Station Road, Suite 318
Company Address

Mechanicsville, VA 23116
Company Address

(804) 559-5666
Company Phone Number

Paul Wenner
Company Contact Person

pwenner@energysystemsgroup.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16

By

APPROVED AS TO FORM.
BY: 3-14-16

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

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Deputy Director

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO
District General Manager

Title
Wayne Verlander 3/17/16

By
Honeywell Building Solutions

Name of Company
7870 Villa Park Drive Suite #900

Company Address
Richmond, Virginia 23228

Company Address
804-515-1550 (o) 804-514-7647 (c)

Company Phone Number
Wayne Verlander

Company Contact Person
s.wayne.verlander@honeywell.com

Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16

By

COMMONWEALTH *of* VIRGINIA

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Deputy Director

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

Senior Account Executive
Title

Whitley Blake
By

Johnson Controls
Name of Company

2315 Commerce Center Dr., Suite D
Company Address

Rockville, VA 23146
Company Address

804-931-7996
Company Phone Number

Mr. Whitley Blake
Company Contact Person

whit.blake@jci.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

1100 Bank Street
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Department of General Services (Owner)
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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

PRESIDENT
Title

By

LIFECYCLE CONSTRUCTION SERVICES, LLC
Name of Company

1315 JEFFERSON DAVIS HIGHWAY
Company Address

FREDERICKSBURG, VA 22401
Company Address

540-656-2415
Company Phone Number

SEAN HAYNES
Company Contact Person

shaynes@lifecycle-inc.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

David G. Mannherz
Executive Vice President
Title

By

NORESCO, LLC
Name of Company

1 Research Drive, Ste. 400C
Company Address

Westborough, MA 01581
Company Address

(508) 614-1000
Company Phone Number

David G. Mannherz
Company Contact Person

licensing@noresco.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16

By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

Vice President
Title

By

Pepco Energy Services, Inc.
Name of Company

1300 N. 17th Street
Company Address

Suite 1500
Company Address

703 253 1644
Company Phone Number

Pamela Maines
Company Contact Person

pmaines@pepcoenergy.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16

By

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

TEAM LEADER
Title

BARRY H WILHELM
By

SCHNEIDER ELECTRIC
Name of Company

6800 PARAGON PLACE SUITE 470
Company Address

RICHMOND, VA 23230
Company Address

804 436 1005
Company Phone Number

BARRY WILHELM
Company Contact Person

BARRY.WILHELM@SCHNEIDER-ELECTRIC.COM
Valid email address for correspondence

Barry H Wilhelm

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
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COMMONWEALTH *of* VIRGINIA

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Modification No.: Seven

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
Division of Engineering and Buildings
1100 Bank Street
Suite 1008
Richmond, Va. 23219

Commodity: Energy Services Contractors - ESCOs

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract and the RENEWAL OF CONTRACT Clause. The renewal period will be for one year effective April 1, 2016 and expiring March 31, 2017, except as noted below. There are no more renewal periods possible.

The following procedure will apply for work in progress under this contract as the contract expires on March 31, 2017. On a case-by-case basis, and with prior DGS approval, the contract may be extended an additional six months through September 30, 2017 as follows:

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- No later than March 31, 2017, DGS will then issue a contract modification to the ESCO and public body for a 6 month extension to complete the energy contract for that specific public body. Note that the 6 month extension is the maximum possible under existing procurement regulations.
- The energy contract shall be signed within that 6 month extension(again, no later than Sep 30, 2017) and DGS provided a copy of the executed contract.
- No other extensions will be granted

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Please sign below acknowledging acceptance of this modification and return this to:

Shirley McNutt
DGS Procurement Services
1100 Bank Street
Suite 1008
Richmond, Va. 23219

NO LATER THAN MARCH 30, 2016

Please feel free to call me with any questions at 786-4538.

Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

Peter Kamps
Vice President
Finance & Business Administration
Title

By

Siemens Industry, Inc
Name of Company

6435 Virginia Manor Road
Company Address

Beltsville, MD 20705
Company Address

301-289-9042
Company Phone Number

Kevin Bellamy
Company Contact Person

kevin.bellamy@siemens.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16

By

Approved By Legal

Digitally signed by Danziger Sebastian
DN: serialNumber=2000(2014, givenName=Sebastian, sn=Danziger, o=Siemens, cn=Danziger Sebastian
Reason: I have reviewed this document

NAME: David R. Mangano
TITLE: Sr. Vice President Field Operations

COMMONWEALTH *of* VIRGINIA

Department of General Services

Christopher L. Beschler
Director

Joseph F. Damico
Deputy Director

1100 Bank Street
Suite 420
Richmond, Virginia 23219
Voice (804) 786-3311
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT
CONTRACT DEB20110611

March 11, 2016

To: ABM Building Services
Ameresco
Atlantic Constructors
Bay Electric
Comfort Systems USA
Constellation New Energy
Energy Systems Group
Honeywell
Johnson Controls
Lifecycle Construction
Noresco
Pepco Energy Services
Schneider Electric
Siemens
Southland Industries
Trane Inc.
US Energy Management
Wendel Energy Services LLC

Re: Contract DEB20110611

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

VICE PRESIDENT
Title

NATASHA SHAH
By

SOUTHLAND ENERGY, A DIV OF SOUTHLAND INDUSTRIES
Name of Company

22340 DRESDEN STREET SUITE 177
Company Address

DULLES, VA 20166
Company Address

202.680.9939
Company Phone Number

NATASHA SHAH
Company Contact Person

nshah@southlandind.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By

COMMONWEALTH *of* VIRGINIA

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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

Marketing Leader, Strategic Partnerships
Title

By

Trane Commercial Systems
Name of Company

10408 Lakeridge Parkway, Suite 100
Company Address

Company Address

804-747-3588
Company Phone Number

Larry Cummings
Company Contact Person

Larry.Cummings@trane.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
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Sincerely,

Shirley McNutt

Shirley McNutt, VCCO, VCO

ESCO

President
Title

W.L. Hunt
By

U.S ENERGY MANAGEMENT INC
Name of Company

120 DISTAN CT.
Company Address

KESWICK, VA 22947
Company Address

434 531 0263
Company Phone Number

William L. HUNT
Company Contact Person

bhunt@usenergymanagement.com

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By

COMMONWEALTH *of* VIRGINIA

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Shirley McNutt, VCCO, VCO

ESCO

VP Energy Services
Title

Joseph J. DeFazio
By

Wendel Energy Services, LLC
Name of Company

375 Essjay Road, Suite 200
Company Address

Williamsville, NY 14221
Company Address

(716) 688-0766
Company Phone Number

Joseph DeFazio
Company Contact Person

Jdefazio@wendelenergy.com
Valid email address for correspondence

DGS/DEB

Director of Engineering and Buildings
Title

22 Mar 16
By