

**AGREEMENT FOR
ENERGY SAVINGS PROGRAM
BETWEEN
THE CITY OF FORT LAUDERDALE
AND
TROY & BANKS, INC.**

THIS AGREEMENT, made and entered into this 31 day of August, 2020, is by and between the **City of Fort Lauderdale**, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and **Troy & Banks, Inc.**, a **New York corporation** ("Consultant"), licensed authorized to transact business in the state of Florida, whose address is **2216 Kensington Avenue, Buffalo, New York 14226, Email: tranallo@troybanks.com, Phone: 716-839-4402.**

WHEREAS, the City and the Consultant wish to enter into an agreement for purchase of **Energy Savings Consulting Services** based on an Agreement between the Contractor and **School Board of Sarasota County** dated **November 19, 2019.**

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Consultant covenant and agree as follows:

1. The Consultant agrees to provide to the City with **Consulting Services to conduct energy audits, surveys, and training of select staff on energy, utility, and telecommunication accounts** at the price and terms set forth in the **Energy Savings Program Contract No. 20-0003** ("Master Agreement").

2. Except with regard to the bidding process, the term "**Client**" as set forth in the Master Agreement, where context permits, means City.

3. The term of this Agreement shall be coterminous with **the Master Agreement**, which commenced on **November 19, 2019 and expires on November 18, 2022, with two one-year renewal options.**

4. The City's General Conditions and Insurance Requirements, which are attached hereto, are incorporated herein.

5. In the event of a conflict between the City's General Conditions and the Master Agreement, the City's General Conditions shall control.

IN WITNESS WHEREOF, the City and the Consultant execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

FOR *J.A.M.*
Jeffrey A. Modarelli, City Clerk

By: *C. Lagerbloom*
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: *R. Montoya*
For: Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

TROY & BANKS, INC.

Jody L Nawrocki
Signature
Jody L Nawrocki
Print Name

By: *T. Ranallo*
Thomas T. Ranallo, President

Synthia Rockett Sharp
Signature
Synthia Rockett
Print Name

(Corporate Seal)

STATE OF New York :
COUNTY OF Dade :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 17 day of August, 2020, by Thomas T. Ranallo as President for Troy & Banks, Inc., a New York corporation licensed authorized to transact business in state of Florida.

Brenda Barrett
(Signature of Notary Public - State of New York)
Lic. #01BA6321383
Notary Public - State of New York
Qualified in Niagara County
COMM. EXP. 3/16/23
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Consultant, at the Consultant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Consultant. The Consultant shall provide the City a certificate of insurance evidencing such coverage. The Consultant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Consultant for assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Consultant waives, and the Consultant shall ensure that the Consultant's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Insurance Certificate Requirements

- a. The Consultant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Consultant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Consultant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Consultant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Consultant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Consultant's expense.

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Consultant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Consultant's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Consultant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Consultant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Consultant's insurance policies.

The Consultant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Consultant's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Consultant's responsibility to ensure that any and all of the Consultant's independent consultants and subconsultants comply with these insurance requirements. All coverages for independent consultants and subconsultants shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

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[GENERAL CONDITIONS FOLLOW]

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS for PIGGYBACK & CO-OP CONTRACTS**

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 **PACKING SLIPS:** It will be the responsibility of the Consultant to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Consultant's expense.

1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.06 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of any contract for goods or services of \$1 million or more and as a condition precedent to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Consultant certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Consultant shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Consultant to the City in the event of a material breach of this Agreement by the Consultant.

3.02 INSURANCE: The Consultant shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Consultant shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Consultant's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Consultant agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Consultant's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Consultant's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Consultant.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION AND PACKAGING: The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Consultant certifies that Consultant will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Consultants, which are assigned by a person designated as authorized to bind the Consultant, will be recognized by the City as duly authorized expressions on behalf of Consultants.

4.06 INDEPENDENT CONTRACTOR: The Consultant is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Consultant.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Consultant shall protect and defend at Consultant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Consultant or by any officer, employee, agent, invitee,

subconsultant, or sublicensee of the Consultant. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 **TERMINATION FOR CAUSE:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the provisions of this Agreement, the City may upon written notice to the Consultant terminate the right of the Consultant to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Consultant liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Consultant, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Consultant can be determined.

4.09 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel the contract by giving written notice to the Consultant thirty (30) days prior to the effective date of such cancellation.

4.10 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 **RECORDS/AUDIT:** The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Consultant agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 **PERMITS, TAXES, LICENSES:** The successful Consultant shall, at Consultant's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

4.13 **LAWS/ORDINANCES:** The Consultant shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Consultant shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, age, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Consultant certifies and represents that the Consultant will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187").

2. The failure of the Consultant to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Consultant fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Consultant complies with Section 2-187.
5. The Consultant may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.14 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Consultant's cost in providing the required prior items or services, then the Consultant may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Consultant, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Consultant with no penalty to the City or Consultant. The Consultant shall fill all City requirements submitted to the Consultant until the termination date contained in the notice.
2. The City requires the Consultant to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Consultant in a capricious manner attempted to use this section of the contract to relieve Consultant of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Consultant in default and disqualifying Consultant from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Consultant receives notice in writing signed by a person authorized to bind the City in such matters.

4.15 ELIGIBILITY: If applicable, the Consultant must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.16 PATENTS AND ROYALTIES: The Consultant, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Consultant uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.17 ASSIGNMENT: Consultant shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.18 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

4.19 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Consultant shall comply with public records laws, and Consultant shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Consultant will furnish the City's needs as they arise.

This document has been prepared with Adobe Acrobat 10.0 Professional. If you have an older version of Acrobat and experience difficulty reading the downloaded document, you may need to download a current version from Adobe.com.

Sarasota County School Board has partnered with VendorLink, a user-friendly, internet portal that allows vendors to view and download solicitations at no cost, provides electronic registration at <https://www.myvendorlink.com/common/register.aspx>, and automatic notification of solicitation opportunities. All proposers will be required to register with basic information about their business to select specific commodity codes for the goods and service they provide.

Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted at www.myvendorlink.com Until we complete transition to VendorLink, documents can also be found at DemandStar: www.demandstar.com

If you obtain our solicitation documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the VendorLink website to open and download the documents. The district will not be responsible if you fail to receive any and all addendums if you obtain the original documents from another source.

Written questions regarding **ENERGY SAVINGS PROGRAM – RFP 20-0003** are due prior to **2:00 p.m. on August 29, 2019**. Written questions must be submitted by mail, fax or e-mail to:

Renee Hayes, Purchasing/Fixed Assets Manager
Purchasing Office
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Fax: 941-486-2188
E-mail: renee.hayes@sarasotacountyschools.net

Following School Board action we will provide all respondents with the tabulation and award documents via email.

NOTICE TO PROPOSERS

DELIVERY OF OVERNIGHT PACKAGES DOES NOT ALWAYS OCCUR TO:

**THE SCHOOL BOARD OF SARASOTA COUNTY
OSPREY, FLORIDA, 34229**

Your proposal will not be considered if not received prior to stated proposal opening date and time.

Please cut along the borderline and attach this “Sealed RFP” label to the outside of your proposal response package.

SEALED PROPOSAL - D O N O T O P E N---SEALED PROPOSAL - D O N O T O P E N

From: _____

Address: _____

**Deliver To: Purchasing Office
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, Florida 34229**

RFP TITLE: ENERGY SAVINGS PROGRAM – RFP 20-0003

RFP TO BE OPENED ON: SEPTEMBER 12, 2019 AT: 2:00 P.M

SEALED PROPOSAL - D O N O T O P E N---SEALED PROPOSAL - D O N O T O P E N



Materials Management Department
 Purchasing Department
 101 Old Venice Road, Osprey FL 34229
 Telephone: 941-486-2183 • Fax: 941-486-2188

REQUEST FOR PROPOSAL

ISSUE DATE: August 16, 2019

PROPOSAL TITLE: Energy Savings Program RFP# 20-0003

PROPOSALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: September 12, 2019 at 2:00 p.m.

SEALED PROPOSALS: Sealed proposals will be received in the Purchasing Office until the date and time as indicated above. Proposals will be opened and recorded. All proposers and the general public are invited to attend. All proposals shall be submitted in sealed packages and mailed or delivered to the School Board of Sarasota County, Purchasing Office, 101 Old Venice Road, Osprey, Florida 34229. The outside of the package shall plainly identify the proposal by: TITLE, TIME AND DATE OF PROPOSAL OPENING. It is the sole responsibility of the proposer to ensure that their proposal reaches the Purchasing Office before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract.

Proposals received after the scheduled time for opening will not be considered. Any proposal packages received late will be returned to the proposer unopened.

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: www.sarasotacountyschools.net/departments/purchasing and www.myvendorlink.com on or about: October 8, 2019.

BOARD ACTION DATE: Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 3:00 p.m. on October 15, 2019.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where proposals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The prospective proposer certifies, by submission and signature of this proposal that the proposer complies fully with the drug-free workplace certification as indicated in this Request for Proposal. Please indicate in the space provided whether or not your company meets the drug-free workplace certification.

_____ **Does** meet drug-free workplace certification.

_____ **Does not** meet the drug-free workplace certification.

CERTIFICATION PAGE

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions and specifications as contained in this Request for Proposal, and further, the items of material, or services offered meet the required minimum specifications. to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

Company Name	Address
Proposer's Printed Name	City
Proposer's Signature	State Zip
Title	Telephone
Date	Fax
Federal I.D. Number	Email

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REQUEST FOR PROPOSAL

This Request for Proposal (RFP), General Conditions, Instructions to Proposers, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this request for proposal to secure proposals for services as listed herein for the School Board of Sarasota County, Florida, hereinafter called the School Board. Services shall be provided by the approved proposer, hereinafter called the Contractor.

GENERAL TERMS AND CONDITIONS

Proposals will be evaluated based on the proposer's distinctive plan for performing the requirements of the Request for proposal. It is not necessary for the proposer to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.

The proposer should present a written narrative that demonstrates the method or manner in which the proposer proposes to satisfy the requirements of the Statement of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

In addition to the original proposal, the proposer is requested to provide additional copies as specified within the RFP Specifications of his/her proposal.

The School Board reserves the right to reject any and all proposals and waive all formalities in regard thereto.

CONTRACT TERMS:

- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
- b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following:
 1. The Civil Rights Act of 1964, as amended.
 2. Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
 3. Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
 4. Executive Order 11738.
 5. EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
 6. Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
 7. Energy Conservation, 42 U.S.C. 6201.
 8. Funding Agreement (Rights to Inventions) 37 CFR Part 401.
 9. Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
 10. Equal Employment Opportunity, 41 CFR Part 60.
- c. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.
- d. The Contractor shall retain all books, records and other documents relative to this contract for three years after final payment. The School Board, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

CONTRACT DURATION: The duration of a contract resulting from this proposal shall be for a period indicated in specifications with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

CONTRACT FAILURE: Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted proposal by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such proposal price and the price the School Board pays to secure the services from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the proposal list for a period of not less than two (2) years from date of infraction.

EXTENSION OF CONTRACT: Prior to the expiration of any contract resulting from a successful proposal, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

TERMINATION OF CONTRACT: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

PUBLIC ENTITY CRIMES: Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

The prospective proposer certifies, by submission and signature of this proposal, that neither the proposer, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

FEDERAL DEBARMENT CERTIFICATION: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

- a. The prospective lower tier participant certifies, by submission and signature of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOBBYING: Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this proposal. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract. Any proposer or any individuals that lobby on behalf of proposer during the time specified will result in rejection or disqualification of said bid.

BYRD ANTI-LOBBYING AMENDMENT: Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

BACKGROUND SCREENING: As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. By responding to this Request For proposal, you agree to abide by all Sarasota County School Board policies and procedures regarding The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to the School Board website www.sarasotacountychools.net, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/independent Contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School Board property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

DISCRIMINATION: Any entity or affiliate who has been placed on the Florida State's discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

DRUG-FREE WORKPLACE CERTIFICATION: Tie proposal preference shall be given to businesses with drug-free workplace programs whenever two or more proposals are equal with respect to price, quality, and service and are received by the state or by any political subdivision for the procurement of commodities or contractual services. Established procedures for processing tie proposals, as more fully set forth herein, will be followed if none of the tied vendors have a drug-free workplace program.

ACCEPTANCE OF PROPOSALS: The School Board shall be the sole judge as to the acceptability of any and all proposals and the terms and conditions thereof, without qualifications or explanation to proposers. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

PERSONAL INJURY AND PROPERTY DAMAGE: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

LIABILITY INSURANCE: Where proposers are required to enter or go on to School Board property to deliver materials or perform work or services as a result of a proposal award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All proposers must comply with the insurance requirements as provided in the proposal documents.

DEFAULT: In the event the proposer fails to enter into a contract with the School Board on the basis of the submitted proposal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the proposer

violates the terms of the proposal document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the proposal price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the proposer.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

At the discretion of the School Board, any proposer found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the proposal list for a period of no less than two years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the proposer, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

SUBMISSION AND RECEIPT OF PROPOSALS:

- a. Unless otherwise specified, proposers must use the form(s) furnished by the School Board. Failure to do so may cause the proposal to be rejected.
- b. Original proposals shall include all required attachments and requested documentation.
- c. Proposals shall be typewritten or completed in ink.
- d. Proposals having erasures or corrections **MUST** be initialed by the proposer in ink.
- e. Proposals must be signed in ink by an officer or employee having the authority to bind the company or firm.
- f. The School Board will receive sealed proposals until the date and time indicated on the proposal cover. Proposals must be delivered to the Purchasing Office at the stated address and will be opened at the stated time. The outside of all proposals must be clearly marked with the proposal name and opening date. Proposals received in unidentifiable envelopes are sent at the proposer's risk. Proposals received after the date and time of the proposal opening will be date stamped and returned to the proposer. **It will be the proposers' responsibility to get the proposal to the correct location on time.**
- g. For purposes of evaluation, the proposer must indicate any variances from specifications. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the specifications.
- h. Conflict of interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any School Board employee who owns directly or indirectly an interest in the proposer's firm and/or any affiliates thereof, in excess of 5%. Proposals not complying with the requirements of this section shall not be evaluated and shall be returned to the respective proposer.

SUBMITTAL OF A PROPOSAL: The submittal of a proposal shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said proposal. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the proposals is the responsibility of the proposer, and no change or cancellation thereof may be made. The Director of Materials Management or designee reserves the right to ask the proposer for clarification. In addition, purchasing staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the Request for Proposal. School officials who find any errors in calculations will make adjustments and corrections. Proposers shall normally be held to their proposal but in the event of an error or if an obvious omission is discovered in a proposal document, proposers may request in writing the opportunity to withdraw their proposal. Proposers shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Materials Management's discretion to support such a request.

PROPOSAL REJECTION: The School Board reserves the right to reject any and all proposals or parts thereof, and to request re-submission. The School Board further reserves the right to accept a proposal other than the lowest proposal, which in all other respects complies with the invitation to proposal and the proposal document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher proposal price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All proposals shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible proposer whose proposal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the request for proposal as "lowest or lowest and best proposal".

PROPOSAL CHANGES AFTER CLOSING TIME: Proposals may not be changed after the proposal closing time.

CORRECTIONS ON PROPOSALS: Erasures are not acceptable on proposals. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. **The proposer must initial all changes.**

ACCEPTANCE OF PROPOSALS: The School Board shall be the sole judge as to the acceptability of any and all proposals and the terms and conditions thereof, without qualifications or explanation to proposers. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

INDEMNITY: By submitting an RFP response, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this RFP. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

AUDIT PROCEDURES: Invoices submitted by the proposer shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

FISCAL NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available, the Purchasing Office shall notify the vendor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

PROPOSAL/PURCHASE ORDER DENIAL: The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Materials Management.

NON-COLLUSION: By submission of the proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer, and that the contents of the proposal have not been communicated by the proposer, nor by any one of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the proposal.

TIE ON UNIT PRICE OR PROPOSAL: Should there be a tie on either the unit price (if awarded on a per item basis), sections of the proposal (i.e.: building contracts, or proposals awarded by section) or the whole proposal ("all or none" proposals or service proposals), the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Sarasota County, Florida.
- c. Companies located in Florida.
- d. The company receiving the larger dollar award on other items within the proposal.
- e. All else being equal, a coin toss will be made to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

ACCURACY OF PROPOSAL DOCUMENTS: Each proposer shall examine all requests for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional information pertaining to the invitation for proposal or award shall be made, in writing, to the School Board of Sarasota County Purchasing Office. The School Board of Sarasota County shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this proposal, a good faith attempt will be made to deliver a copy of each to all prospective proposers who picked up forms or were sent an invitation for proposal. However, prior to submitting the proposal, it shall be the sole responsibility of each proposer to contact the Purchasing Office at (941) 486-2183 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

PURCHASING CARD: The School Board is currently utilizing Purchasing Cards in some cases to procure materials and services or for payment under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract if already awarded.

TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this proposal solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposer certification page attests to this.

AWARD: The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any proposals, to reject any and all proposals in whole or in part with or without cause, and/or to accept proposals that in its judgment will be the best low proposal meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

The School Board further reserves the right to be the final judge of what is considered equal and hold the RFP open for a 90-day period if award is not made on the date specified.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer must not be in violation of any zoning or other ordinances in the performance of this contract.

DISCLAIMER: Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

CONFLICT OF INTEREST: The award, hereunder, is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal, the name of any officer, director or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any School Board employee who owns directly or indirectly an interest of five percent (5%) or more in the proposer's firm or any of its branches.

VARIANCE IN CONDITION: Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL: If the proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the proposer must also simultaneously provide the SBSC with a separate redacted copy of its response. The redacted copy shall contain the SBSC's solicitation name, number, and the name of proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the SBSC at the same time proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

- a. Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, proposer shall protect, defend and indemnify the SBSC for any and all claims from or relating to proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- b. If the proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by proposer in response to a public records request for these records.

PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the Contractor(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

STATE PURCHASING AGREEMENTS: Prior to the release of this proposal, under Florida Statute 287.056, a review of State of Florida purchasing agreements and contracts was conducted to determine if their use would be economically advantageous to the District for the subject of this solicitation.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with an Invitation to proposal or Request for proposal response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after proposal opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the proposer must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the proposer shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the proposer upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

For questions regarding the contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.



Carol A. Lichon, Director
Materials Management

INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of \$10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the Contractor liability shall be the limits of liability as stated in the liability insurance policies covering this contract.
2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. The prescribed form of Certificate of Insurance shall be the AIA Document G705, or other similar form approved by the owner. Coverage cannot be canceled without thirty (30) days' prior Notice to Owner.
3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.
4. **Workers' Compensation Insurance:** The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractor's Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with **minimum limit of \$500,000**. Coverage shall be in compliance with statutory limitations in Chapter 440, **Florida Statutes**.
5. **Comprehensive Automobile Liability:** per person/per occurrence. Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits:
 - a. Bodily Injury Liability - per person \$250,000
- per occurrence \$500,000
 - b. Property Damage Liability - per occurrence \$250,000
 - c. Special Insurance- as required by railroads or others.
6. **Professional Liability:** The Contractor(s) shall procure and maintain Professional Liability Insurance for the life of this contract. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000.
7. **Commercial General Liability:**
 - a. Bodily injury, personal injury, and property damage at **\$1,000,000 per occurrence and \$1,000,000 general aggregate**.
 - b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
 - c. Such coverage shall include, but not be limited to, liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury and contractual coverage for this agreement, including any hold harmless and/or indemnification agreement(s) and shall be provided on ISO form CG 0001 or its equivalent.
 - d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
 - e. Coverage shall specifically provide that The School Board of Sarasota County Florida and its officials, agents, and employees shall be "additional insured" under the policy using ISO Additional Insured form CG 2010 and CG 2037 or the equivalent, including coverage for the Owner with respect to liability arising out of the completed operations of the Contractor.

8. Contingent Liability:

The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.

9. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured and shall be provided upon request.

10. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.

11. Additional Insured. All policies of insurance required by the agreement, except Workers' Compensation and Professional/Errors and Omissions Liability, shall specifically provide by endorsement that the Owner and its officials, agents, or employees shall be included as "additional insureds" under the policy. Such insurance shall also incorporate a Severability of Interest provision. All insurance coverage provided shall apply to all the activities of the Contractor under the Contract Documents without regard for the location of such activity.

12. Primary Coverage. All insurance coverage provided by the Contractor shall be primary and non-contributory to any insurance or self-insurance program of the Owner that is applicable to the Work provided for in this Agreement.

13. Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation in favor of the Owner which any insurer of Contractor may acquire from Contractor by the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

SECTION 1: INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The School Board of Sarasota County, through a Request for Proposal (RFP) process, is seeking proposals for an energy savings program, whereby the Contractor will conduct energy audits, surveys, and training of select District staff on energy, utility, and telecommunication accounts. The purpose of the audits is to secure refunds, credits and cost reductions resulting from the discovery of charges or costs that are in excess of those permitted or allowed and/or from overcharges or billing errors. The training is to be provided by the Contractor to District staff for them to change behavioral habits to create economical efficiencies. There will be no cost to the district to perform such audits or surveys. The Contractor shall submit their proposal to include their business model and implementation plan.
- 1.2 In this document "RFP" refers to Request for Proposal. "Contractor" refers to the successful bidder. "School Board of Sarasota County", "SBSC", or "District" refers to the owner. "Proposer" refers to the RFP Respondent.
- 1.3 Sarasota County Schools is committed to providing unrivaled academic, emotional and civic growth to every student, every day. As one of the leading employers on the Suncoast, Sarasota County Schools cater to the diverse needs of over 43,000 students, operating 42 schools, including 23 elementary schools, 7 middle schools, 6 high schools, and 6 specialized schools. The District also has 12 charters schools, 1 contracted alternative, and 1 contracted virtual school program. We are one of two Florida school districts to consistently earn an A-grade every year since 2004.
- 1.4 Proposers are encouraged to submit proposals which incorporate a commission percentage to be paid from of all monies refunded or credited to SBSC. If SCSB does not receive refunds, credits, or reductions in future billings, there will be no fee for the Contractor services.
- 1.5 The goal is to obtain a contract whereby the Contractor will find energy savings and receive a percentage of the cost savings found, based on the submitted offer.
- 1.6 The Contractor shall work with the staff in the Facilities Department to determining workload priorities to be reviewed.
- 1.7 Designated standard work hours shall include and be in addition to regular school hours. **Standard hours/non-standard hours:** All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

SECTION 2: INSTRUCTION TO PROPOSERS

- 2.1 The Purchasing Department of the SBSC is responsible for coordinating the issuance and award of the RFP. All communication during the RFP process must be directed to the contact listed in this RFP.
- 2.2 At the discretion of the District, communication with any other District employee, School Board members, or any member of the evaluation committee prior to SBSC decision to approve or reject the final recommendation presented to the Board by the Superintendent, will be grounds for disqualification. Specifically, this no-contact period shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date the SBSC makes its determination to approve or reject the final recommendations.
- 2.3 All proposals must be received by the Purchasing Department and time stamped **prior to 2:00 p.m. on September 12, 2019**. If a proposal is transmitted by US Mail or other delivery medium, the Proposer will be responsible for its timely delivery to the Purchasing Office, 101 Old Venice Road, Osprey, Florida 34229.
- 2.4 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the Proposers(s). The District is not responsible for delays caused by any package or mail delivery service, including force majeure. Packages must be clearly identified on the outside, preferably with the label provided.

- 2.5 Proposers should **submit one (1) manually signed original-clearly marked ‘original’, plus five (5) hard copies-clearly marked ‘copy’ proposals for use by the evaluation committee. In addition, provide an electronic copy on a thumb drive.** The proposals must be submitted in a sealed package and clearly labeled, **“RFP FOR ENERGY SAVINGS PROGRAM - #20-0003”** on the outside of the package. Please use the label provided on the first page of RFP. The legal name, address, Proposer contact person and telephone number must also be clearly annotated on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.
- 2.5 All proposals must be signed by an officer or employee having authority to legally bind the Proposer.
- 2.6 Proposers should become familiar with any local condition which may, in any manner, affect the services required. The Proposers are required to carefully examine the RFP terms and to become thoroughly familiar with all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to these instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 Prior to submitting the proposal, it shall be the sole responsibility of each proposer to determine if addenda were issued and if so, to download such addenda from Vendor Link. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be included in the addenda.

SECTION 3: ANTICIPATED TIMELINE

- 3.1 The SBSC will attempt to adhere to the schedule as indicated below. Any changes to this schedule after advertisement up to the due date and time for proposals will be addressed by addendum. The remaining schedule is tentative and subject to change. SBSC may determine, at its sole discretion, that it is necessary to change any of these dates and times.

RFP is Issued	August 16, 2019
Last Day to Submit Written Questions	August 29, 2019 2:00 PM
Addendum Issued in Response to Questions	on or about August 30, 2019
Proposal Due Date and Time	September 12, 2019 prior to 2:00 PM
Distribution of Proposals	September 13, 2019 11:00 AM
Individual Committee Member Review of Proposals	September 13, 2019 - September 23, 2019
Evaluation Committee Member Meeting (to short list, if needed, or Final Evaluation)	September 23, 2019 8:30 AM
Final Evaluation Committee Member Meeting, if needed (includes optional Proposer’s Presentations)	October 1, 2019 8:30 AM
Post to District Website Recommendation for Award	October 8, 2019
School Board Award of Proposal	October 15, 2019 3:00 PM

- 3.2 Notification of any changes to the timeline will be made to Proposers by addendum.

3.3 Responses to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

SECTION 4: QUESTIONS PRIOR TO PROPOSAL SUBMITTAL

4.1 After thoroughly reading this RFP, Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request by mail, email, or fax for clarification to Renee Hayes at the address indicated below prior to 2:00 p.m., August 29, 2019. Please include contact information of the Proposers name, address, telephone and email.

Renee Hayes, Purchasing Manager
School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, Florida 34229
Email: renee.hayes@sarasotacountyschools.net

4.2 If necessary, an addendum will be issued. No addendum will be issued later than seven (7) calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one that indicates postponement of the date for receipt of proposals.

4.3 Prior to submitting the proposal, it shall be the sole responsibility of each proposer to determine if addenda were issued and, if so, to download such addenda from VendorLink (www.vendorlink.com) for attachment to the proposal. Responses to inquiries, if any change or clarify the RFP in a substantial manner, will be included in the addenda.

4.4 No verbal or written information that is obtained other than information in this document or by addendum to this RFP will be binding on the District.

SECTION 5: RFP AWARD, TERM OF CONTRACT AND RENEWAL

5.1 The term of the contract shall be for a three-year period, commencing upon School Board approval, with an option to review for two (2) additional one (1) year periods by agreement, within budgetary limitations, at the same terms and conditions as the initial period. The percentage commission to be paid to the SBSC

5.2 The award will be based on the proposal that is most responsive to the RFP, demonstrates the clearest understanding of the requirements, demonstrates the capabilities of the Proposer to perform the services and demonstrates the most cost-effective approach. The award will not be based solely on economics, but rather on an evaluation of all aspects of the proposal. The focus of the proposal will be to achieve the solution that provides the best value to the SBSC and has the right reserved to reject any and all proposals.

SECTION 6: DISTRICT RIGHTS

6.1 The District reserves the right to accept or reject any or all proposals.

6.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

6.3 The District reserves the right, before awarding the contract, to require Proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

6.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

6.5 The District reserves the right to: (1) accept the proposals of any or all the items it deems, at its sole discretion, to be in the best interest of the District; (2) the District reserves the right to reject any and/or all items proposed or award to multiple Proposers.

6.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Sarasota County, Florida, from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

- 6.7 In the event that information or pricing submitted by a proposer is unclear, the District may request clarification from the proposer. The proposer shall answer, in writing, such a request for clarification.
- 6.8 If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.
- 6.9 The District is not responsible for costs incurred by proposers in connection with activities associated with the preparation and submission of proposals solicited by this RFP

SECTION 7: LOBBYING

- 7.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THE RFP. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- 7.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL ON THE AWARD OF THIS CONTRACT.
- 7.3 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER WILL RESULT IN REJECTION/DISQUALIFICATION OF SAID PROPOSAL.

SECTION 8: PROPOSAL SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. As stated in section 2.5, it is required that five (5) hard copies-each clearly marked 'copy' of the proposal be submitted WITH the original (1) proposal- clearly marked 'original', as well as one (1) electronic copy on a thumb drive.

- 8.1 **Title Page**: Subject, the name of the Proposer, address, telephone number and the date.
- 8.2 **Table of Contents**: Include a clear identification of the material by section and by page number.
- 8.3 **Letter of Transmittal – Limit to a maximum of two (2) pages and:**
- A. Briefly state the understanding of the Proposer regarding the work to be done and make a positive commitment to perform the work within the specified time period;
 - B. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers; and
 - C. Give the Federal taxpayer identification number of the Proposer.
 - D. The signer of the proposer must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.
- 8.4 **Request for Proposal**: (Include the executed certification page 1 of the RFP, any issued addenda, and Attachment B- Proposer Statement of Qualifications) with all required information completed and all signatures as specified, as indicated on the following pages.

8.5 Profile and Qualifications:

A. Experience and Qualifications of the Proposer:

1. Provide the location of the office from which the work is to be done and the number of staff and positions employed at that office.
2. Describe the types of energy audits and surveys previously and currently performed.
3. Describe the experience of the staff in performing energy audits of governmental entities.
4. Describe and list any school board experience of the Proposer within the State of Florida and in other states.
5. Clearly describe the approach that the Proposer will use in providing the services described.
6. Indicate the length of time that the Proposer has provided the services described.
7. Describe the procedures of the Proposer for ensuring quality control and the confidentiality of information obtained from clients.

8.6 **Percentage of Savings and Credits:** The Fiscal Year for the School District begins on the 1st of July and ends on the 30th of June each year. The Proposer shall provide a percentage they will acquire for any commissions owed. Include examples of previous energy savings programs, the amount of the savings provided, and the amount earned.

Use Attachment A- Proposal Price Form for proposing percentage commission rate. If the District would authorize additional services, it would be on an individual basis.

8.7 **References:** Provide a minimum of three (3) references preferably from School Districts, or other governmental entities for which you have performed audits of comparable complexity to the work requested within this RFP. Use Attachment B- Commercial Reference Form. Please do not list Sarasota Schools as a reference.

SECTION 9: EVALUATION OF PROPOSALS AND CRITERIA:

9.1 RFPs are received and publicly opened. Only names of respondents are read at this time.

9.2 All proposals will be initially evaluated for completeness and compliance with other requirements presented in the RFP.

Cost information in all proposals will be initially evaluated for completeness.

Substantial deviations from specifications or other requirements of this RFP will result in disqualification of the proposal.

Proposer references will be contacted during the initial evaluation or at a later stage in the evaluation process.

Detailed evaluation of proposals will involve a determination of the most favorable combination of technical, creative, managerial and cost elements for proposals that are in conformity with this RFP.

The proposer is solely responsible for contractual performance.

9.3 The District reserves the right to short list Proposers. The Evaluation Committee may interview the final Proposers and require a formal presentation prior to recommendation of award. This interview is based upon the written proposal received. The timeline reflects Optional Proposer Presentations. The Evaluation Committee will determine if presentations are desired during their Evaluation Committee Member Meeting. If needed, the Purchasing Department will schedule the presentations with those proposers who were short listed.

9.4 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected Proposer, the Committee reserves the right to enter into negotiations with the next highest ranked Proposer and continue this process until an agreement is reached.

9.5 The School Board reserves the right to award or reject any or all proposal(s).

9.6 The Evaluation Committee shall rank all proposals received which meet the submittal requirements.

9.7 The following factors will be considered in ranking the proposals received:

<u>CATEGORY</u>	<u>EVALUATION POINTS</u>
A. Background and Ability to Execute Scope	25 Points
B. Profile and Qualifications of Personnel	20 Points
C. Best Commission Rate	50 Points
D. References	5 Points
Maximum Total	100 Points
<u>OPTIONAL PRESENTATIONS</u>	<u>POINTS</u>
E. Proposer Presentations	50 Points
Total with Evaluation Points and Presentations	150 Points

9.8 Each Proposer will be ranked based on an analysis of the following:

- A. Background and ability to execute an energy savings program for utilities and telecommunication. A maximum of 25 points will be awarded based upon the qualifications and past experience of the proposing company, including, but not limited to, the following:
 - 1. Proposed approach to the audits and/or surveys;
 - 2. Demonstrated experience performing energy saving audits of other governmental entities;
 - 3. Florida School District experience, including experience in performing the procedures;
 - 4. Extent of computer auditing capabilities;
 - 5. Adequacy of procedures to ensure quality control and confidentiality of information obtained;
 - 6. The quality of the work product as evidenced by references for similar work from other Florida School Districts or similar agencies; and
 - 7. Programs and actions taken to insure adequate continuing professional education of the Proposers staff.
 - 8. The understanding of the proposer in the Letter of Transmittal.

- B. Qualifications/experience of individuals assigned: A maximum of 20 points will be awarded based upon the qualifications of the proposed individuals to be assigned to the energy savings program, including, but not limited to the following:
 - 1. Formal education, continuing professional education, experience in business, government and public entities;
 - 2. Experience in energy savings programs for governmental units;
 - 3. Experience with Florida School Districts;
 - 4. Experience in energy savings programs involving computerized systems; and
 - 5. Memberships in professional associations, etc., and awards of professional recognition.

C. Price: A maximum of **50** points will be awarded to the Proposer with the best commission rate.

Provide a percentage of fees of actual verifiable savings and credits. This commission will be taken from savings found for the District. Include examples of previous energy savings programs, the amount of the savings provided, and the amount earned.

D. References: A maximum of 5 points will be awarded based upon the references.

Please provide a list of three (3) client references representative of related past experience of comparable scope, preferably within the last three (3) years. For each client, provide, at a minimum a contact name, title, company name, address, phone and fax numbers, email address, and a brief description of project, and time period.

Use form provided. References will be contacted.

E. Optional Presentations: A maximum of 50 points will be awarded based upon the Proposer Presentations, if needed. The presentations would be requested to the top-ranked firms. The Proposer(s) would be expected to elaborate on their offerings as submitted in their proposal(s). In addition, the presentation may include clarifications of the proposals, as well as questions, as requested by the Evaluation Committee.

PROPOSAL SUBMITTALS

Executed Certification Form

Required Proposal Submittal Format

Attachment A: Proposal Price Sheet

Attachment B: Reference Form

Attachment C: Proposer's Statement of Qualification

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ENERGY SAVINGS PROGRAM - RFP #20-0003

ATTACHMENT A - PROPOSAL PRICE SHEET

A. PERCENTAGE OF SAVINGS AND CREDITS

Please provide a percentage of fees of actual verifiable savings and credits.

This commission will be taken from savings found for the District.

PERCENTAGE:

_____ %

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ENERGY SAVINGS PROGRAM - RFP #20-0003

COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate the number of years the proposing company by proposer has been in business providing energy savings services:

Number of months/years: _____

All proposers must have performed verifiable work providing energy savings services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required (preferably school Districts) other than the School Board of Sarasota County.

1. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

2. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

3. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone () _____

Email Address: _____ Fax () _____

ATTACHMENT C

PROPOSER STATEMENT OF QUALIFICATIONS

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", the Proposer shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has the proposing company been declared in default of any contract?
_____Yes _____No

If Yes: _____

2. Has the proposing company forfeited any payment of performance bond issued by a surety company on any contract?
_____Yes _____No

If Yes: _____

3. Has an uncompleted contract been assigned by the proposing company's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations hereunder?
_____Yes _____No

If Yes: _____

4. Within the past three (3) years, has the proposing company filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
_____Yes _____No

If Yes: _____

5. Is the proposing company now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
_____Yes _____No

If Yes: _____

6. Is the proposing company currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
_____Yes _____No

If Yes: _____



Materials Management Department
101 Old Venice Road, Osprey FL 34229
Telephone: 941-486-2183 • Fax: 941-486-2188

August 21, 2019

ADDENDUM #1
ENERGY SAVINGS PROGRAM,
RFP #20-0003

This addendum is to add language to Section 1.1 as indicated below. The additional language is **bolded**.

1.1 The School Board of Sarasota County, through a Request for Proposal (RFP) process, is seeking proposals for an energy savings program, whereby the Contractor will conduct energy audits, surveys, and training of select District staff on energy, utility, and telecommunication accounts. The purpose of the audits is to secure refunds, credits and cost reductions resulting from the discovery of charges or costs that are in excess of those permitted or allowed and/or from overcharges or billing errors. The training is to be provided by the Contractor to District staff for them to change behavioral habits to create economical efficiencies. There will be no cost to the district to perform such audits or surveys. The Contractor shall submit their proposal to include their business model and implementation plan. **The energy savings program shall not require the School Board of Sarasota County to expend funds directly or through the cost savings program for lighting, equipment, retrofits or replacements.**

Renee Hayes, CPPO, CPPB
Purchasing and Fixed Assets
Manager Materials Management

Printed Name

Company Name

Signature

Title

**EXECUTE THIS FORM AND ENCLOSE WITH YOUR
RFP RESPONSE. PROPOSALS MUST BE RECEIVED
PRIOR TO 2:00 P.M. ON SEPTEMBER 12, 2019.**



Materials Management Department
101 Old Venice Road, Osprey FL 34229
Telephone: 941-486-2183 ▪ Fax: 941-486-2188

August 30, 2019

ADDENDUM #2

**ENERGY SAVINGS PROGRAM,
RFP #20-0003**

This Addendum is to provide the following responses to questions posed prior to the question deadline due 2:00 p.m. on August 29, 2019.

Question 1:

What is the approximate annual energy spend of the Sarasota County School District per commodity?

Answer 1:

For the FY 18-19 year starting July 1, 2018 to June 30, 2019 the approximate energy spend is as follows:

- Natural Gas \$64,000
- Propane \$40,000
- Water \$571,000
- Sewer \$710,000
- Electricity \$7,753,000
- Telecommunications \$145,000 (Mobile Phones)
- Telecommunications \$550,000 (Regular Phones)

Question 2:

What is the approximate annual energy **volume** of the Sarasota County School District per commodity?

Answer 2:

- Natural Gas 11,008 THERM
- Propane 5,500 Gallons
- Water and Sewer 3,867,303 Kgal
- Irrigation 1,356 Kgal
- Electricity 91,905,304 kwh

Question 3:

How many utility metered accounts (i.e. electric and natural gas) does Sarasota County School District have?

Answer 3:

Natural Gas:

Approximately 35 accounts with Infinite Energy
Approximately 35 accounts with TECO

Bottled Gas:

Approximately 15 accounts with America Propane

Water:

Approximately 20 accounts with City of Sarasota
Approximately 3 accounts with City of Venice
Approximately 2 accounts with Englewood Water District
Approximately 12 accounts with North Port Utilities
Approximately 5 accounts with Pluris South Gate
Approximately 32 accounts with Sarasota County Public Utilities

Sewer:

Approximately 13 accounts with City of Sarasota
Approximately 4 accounts with City of Venice
Approximately 1 account with Englewood Water District
Approximately 12 accounts with North Port Utilities
Approximately 5 accounts with Pluris South Gate
Approximately 29 accounts with Sarasota County Public Utilities

Electric:

Approximately 170 accounts with FPL

Question 4:

Does Sarasota County School District have a current contractor in place for any/all of these services?

Answer 4:

No.

Question 5:

Is Sarasota County School District looking for the Contractor to secure refunds and credits from the vendor on their behalf, or simply share the errors found with the district?

Answer 5:

Sarasota School District is looking for the Contractor to secure refunds and credits and for information and errors to be shared with the District. The Contractor will also work with the Utility companies.

Question 6:

The RFP states “The training is to be provided by the Contractor to District staff for them to change behavioral habits to create economical efficiencies”, can you expand on the type of training the district is seeking?

Answer 6:

The training may include district wide staff on energy savings behavioral issues. It can include all employees with no limitations.

Question 7:

Is the District seeking a firm to review utility invoices for past errors or provide engineering analysis and recommend infrastructure changes? Or both?

Answer 7:

Yes, the firm may review utility invoices for past errors, but we are not seeking engineering analysis or infrastructure changes.

Question 8:

Please advise on the number of allowed pages for the full submission and does that number of pages include the Cover Letter, Attachments and Table Contents?

Answer 8:

There is no page restriction.

Question 9:

Is the project limited to schools or will it also include the following: Administrative buildings/Facilities/Maintenance, etc.?

Answer 9:

This project shall include any School Board of Sarasota County site, including schools and departments.

Question 10:

What is the total square footage for the facilities included in the scope?

Answer 10:

8.8 million

Question 11:

Will the scope be limited to auditing or can it include services/installation ranging from LED, HVAC to Solar Solutions for the best energy saving results?

Answer 11:

Yes, it is limited to auditing. See Addendum #1.

Question 12:

Regarding the computer auditing capabilities listed on Page 17, Section 9.8, please outline what that entails/means. Are you referring to software/technology that assists in finding energy savings? Or, are you looking for a vendor to do audits of district-owned computer equipment or for software that is not related to energy management?

Answer 12:

Computer auditing capabilities refers to the technology used by the contractor and experience with the computer auditing capabilities. No, we are not looking for a vendor to do audits not related to energy management.

Question 13:

How many energy and telecoms contracts are in the scope?

Answer 13:

Separate contracts are not needed, as the RFP and awarded Contractors submittal constitutes the contract. Sarasota County Schools does not have contracts for these commodities.

Question 14:

How many individuals to be trained?

Answer 14:

See Answer 6.

Question 15:

What are their typical roles/job titles?

Answer 15:

The roles/job titles will be determined after identifying who needs to be trained. See Answer 14.

Question 16:

What is the current cost of these services?

Answer 16:

There is not a cost for these services, nor a current provider.

Question 17:

How will information on current contracts be provided?

Answer 17:

See Answer 13.

Renee Hayes, CPPO, CPPB
Purchasing and Fixed Assets Manager
Materials Management

Printed Name

Company Name

Signature

Title

**EXECUTE THIS FORM AND ENCLOSE WITH YOUR
RFP RESPONSE. PROPOSALS MUST BE RECEIVED
PRIOR TO 2:00 P.M. ON SEPTEMBER 12, 2019.**



TROY & BANKS
Utility and Telecommunication Consultants

Agreement

Corporate Offices:
BUFFALO - NEW YORK
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(716) 839-4402
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VIRGINIA
325 East Bayview Blvd.
Suite #201
Norfolk, VA 23503
(757) 932-1414

e-mail:
seve@troybanks.com

Internet address:
www.troybanks.com

This Agreement is entered into as of November 19, 2019 between Troy & Banks, Inc. ("TB") and School Board of Sarasota County with an address at 1960 Landings Boulevard Sarasota, FL 34231 (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct an audit or survey of Client's gas, telecommunications, water/sewer, waste management, and recycling utility ("Utility") service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 20% of all monies refunded or credited to the Client when the Client receives monies refunded or credited.
3. Future Cost Reductions - For any reductions in future costs for gas, telecommunication, water/sewer, waste management, and recycling utility services resulting from TB analysis, the fee is 20% of the amount saved each month for 12 months, other than refunds or credits as referenced in number 2 above. TB will document actual monthly savings obtained by analysis of tariff cost applications.
4. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. If Client does not receive refunds, credits, or reductions in future billings, there will be no fee for TB services.
6. This agreement, together with the original RFP #20-0003 Energy Savings Program, Addenda 1 and 2 to the RFP #20-0003 Energy Savings Program, and Troy and Banks, Inc. submitted proposal to RFP #20-0003 Energy Savings Program constitutes the complete and exclusive understanding and agreement of the parties. Any waiver, modification, or amendment of any provision of this agreement will be effective only if in writing and signed by the parties hereto.

School Board of Sarasota County
By: Caroline Zucker

Name: Caroline Zucker

Date: 11/19/19

Title: Chair

Troy & Banks, Inc.
By: Thomas T. Ranallo

Name: Thomas T. Ranallo

Date: 10/30/2019

Title: President

Approved for Legal Content
October 30, 2019 by Matthews Eastmoore
General Counsel for the School Board of Sarasota County
Signed: ASH



November 15, 2022

Troy & Banks, Inc
Attention: Thomas Ranallo
2216 Kensington Avenue
Buffalo, NY 14226

Email: tranallo@troybanks.com

SUBJECT: Renewal of Term Contract for Piggyback No. 20-0003; Energy Savings Program, Amendment 1

Dear Mr. Thomas Ranallo,

The subject Contract will expire on November 18, 2022.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twelve (12) months period. The City would like to exercise the right to renew this Contract for an additional year at the existing pricing, terms, and conditions. **Once renewed, the new contract expiration date will be November 18, 2023.**

Please indicate your approval of this offer by having an authorized officer of your firm execute the **ACCEPTANCE** portion below and return it by email to Marie Flynn at mflynn@fortlauderdale.gov.

Upon execution of the below, this Amendment will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. **Please be sure any required Insurance Certificates are current and attached to your response.**

Thank you for your immediate attention to this matter.

Sincerely,



Digitally signed by
David Clemente
Date: 2022.11.16
10:11:41 -05'00'

On behalf of:

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer/
Assistant Finance Director-Procurement and Contracts

ACCEPTANCE

By Thomas T. Ranallo
Official Signature

Thomas T. Ranallo, President

Name Title

11/16/2022

Date