

PUR-1439

**REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS & EXPERIENCE / TECHNICAL
PROPOSALS AND PRICE PROPOSALS FOR**

**INVESTMENT GRADE ENERGY AUDIT OF SELECTED FACILITIES OWNED BY
WASHINGTON COUNTY GOVERNMENT AND THE WASHINGTON COUNTY BOARD OF
EDUCATION**

The Board of County Commissioners of Washington County, Maryland and on the behalf of Washington County Board of Education (BOE) is requesting Qualifications & Experience / Technical Proposals and Price Proposals from qualified, experienced public sector energy consultants, proposals to produce an energy audit for the County and the BOE. The purpose of which is to provide the County and BOE with the necessary data of an investment grade energy audit of selected facilities. The project will entail selected facilities of Washington County Government Facilities and the Washington County Board of Education Facilities.

The Washington County Coordinating Committee shall be evaluating submissions to this request and will consider those firms deemed responsive, responsible and most qualified and experienced. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience / Technical Proposals and Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from either the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the “**Menu/Divisions & Departments/Purchasing Department/Open Bid Invitations**”. Inquiries should be directed to Rick F. Curry, CPPO, Director of Purchasing, at the above address.

A Pre-Proposal Conference will be held on **Wednesday, July 31, 2019, at 10:00 A.M. (EDT/EST)** in the Second Floor Conference Room 2001 of the Washington County Administration Building at 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

One (1) original and eight (8) copies of submittals of Qualifications & Experience / Technical Proposal Proposals, from consulting firms enclosed in a separately sealed opaque envelope marked “**Q&E / Technical Proposal – Investment Grade Energy Audit**”, and one (1) original and eight (8) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked “**Price Proposal – Investment Grade Energy Audit**” are due into the Office of Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDT/EST), Wednesday, September 4, 2019**. The Washington County Coordinating Committee shall evaluate the submittals. Failure to comply with providing the above required information for the Committee’s review may result in disqualification of that firm.

NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue

canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type-including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Each proposal must be accompanied by a Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland in an amount equal to five (5%) percent of the base proposal. Certified/Cashiers' checks made payable to the Washington County Treasurer will be accepted in lieu of said bond. Proposer's Non-Collusion / Anti-Bribery Affidavit must also be submitted with the proposal.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact Voice 240-313-2330, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

PUR-1439

**REQUEST FOR PROPOSALS REGARDING
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**INVESTMENT GRADE ENERGY AUDIT OF SELECTED FACILITIES
OWNED BY WASHINGTON COUNTY GOVERNMENT AND
THE WASHINGTON COUNTY BOARD OF EDUCATION**

July 24, 2019

A. INTRODUCTION

Washington County Government and the Washington County Board of Education County/BOE) are seeking qualified firms to perform investment grade audits of various facilities to identify energy cost saving measures (ECMs). Interested firms are to submit Qualifications and Experience (Q&E) proposals as well as Price Proposals to perform Investment Grade Energy Audits (IGAs) in accordance with this solicitation.

1. Interested Proposers shall provide Qualifications and Experience (Q&E) / Technical Proposal submittals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm's Q&E / Technical Proposal to evaluate qualifications and experience and technical approach first. If the Q&E / Technical Proposal is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q&E / Technical Proposals considered unsatisfactory, the envelope containing the related Price Proposal will be returned unopened to the respective firm. By virtue of submitting a proposal, all interested parties are acknowledging that this RFP does not obligate Washington County Government or Washington County Board of Education to award a contract or complete the project and that the County reserves the right to reject any or all proposals if it determines that they are not responsive to this Request for Proposals (RFP) or if the proposals themselves are judged not to be in the best interest of the County.
2. This RFP is being issued by the Washington County Division of Engineering and the Washington County Board of Education. Proposers are specifically directed **NOT** to contact any County or BOE personnel for meetings, conferences, or technical discussion related to this RFP. Unauthorized contact of any County personnel may be cause for rejection of the Proposer's RFP response.

All communications regarding this RFP shall be referred to:

Rick F. Curry, CPPO – Director of Purchasing
Washington County Administration Complex
100 West Washington Street, Third Floor, Room 3200
Hagerstown, MD 21740
Telephone: 240-313-2330

FAX: 240-313-2331

Email: purchasingquestions@washco-md.net

B. PROJECT

The County/BOE will select a qualified firm to perform an IGA for selected facilities that will identify possible ECMs that the County/BOE could implement under separate contract(s).

Facilities include:

For the County:

- 33/35 W. Washington Street (CAB) Building
- Washington County Circuit Courthouse
- Martin Luther King Building
- Dwyer Center
- 100 W. Washington Street (COB Building
- 80 W. Baltimore Street (Administrative Annex) Building

For the BOE:

- Bester Elementary School
- Salem Avenue Elementary School
- Northern Middle School
- Western Heights Middle School
- Barbara Ingram School for the Arts
- North Hagerstown High School
- Public Service Academy
- Marshall Street Education Center
- Transportation Administration Center

See Appendices for floor plans and inventory sheets.

The selected firm will perform IGAs which will identify ECMs at each of the facilities for the County/BOE to consider. ECMs will include, but not be limited to:

1. Replacement of inefficient Heating Ventilation and Air Conditioning (HVAC) equipment;
2. Replacement of HVAC equipment reaching end of its life cycle;
3. Recommendations for upgrades to HVAC automatic temperature control systems including installation and or replacement of equipment and modification of sequences of operation for all equipment,
4. Recommendations for operational strategies which would result in energy and water, and sewer usage savings;
5. Replacement of lighting equipment and/or lighting control systems
6. Recommendations for building envelope improvements (windows, doors, walls, roofs, insulation etc.) that would result in energy savings.

Each identified ECM is to include the estimated cost of the improvement, the expected annual energy savings, and the probable return on investment for each.

C. STATEMENT OF QUALIFICATIONS (SOQ)

To be considered responsive, offerors shall complete the forms identified and address the following items at a minimum in the following format. SOQs are to be straightforward and concise without extraneous material. SOQs shall be limited to fifty (50) single-sided pages, excluding resumes and attachments, and shall include tabs for the following:

Title Page and Table of Contents. Title page bearing the name and address of the Offeror and the name and number of the RFP. A Table of Contents shall follow the Title Page for the Proposal, organized by section, subsection, and page number.

Transmittal Letter. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

The Transmittal Letter should include the following:

1. Name and address of the Offeror;
2. Name, title, e-mail address, and telephone number of primary contact for the Offeror;
3. Solicitation Title and Solicitation Number that the Proposal is in response to;
4. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
5. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
6. Offeror's eMMA number;
7. Acceptance of all RFP and Contract terms and conditions;
8. Acknowledgement of all addenda to this RFP.
9. The transmittal letter shall also state that the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. Each item identified as "Confidential" shall be accompanied by an explanation. Any information identified as "Confidential" shall be noted by reference and appended to the transmittal. Each item identified as "Confidential" shall be accompanied by an explanation.

Team Qualification and Experience. Offeror must document team continuity whereby the majority of team members have served throughout the term of at least 2 entire IGAs.

1. **Organizational Chart.** The Offeror shall submit an organizational chart that clearly shows the responsibility and interrelationship of all key team members of the IGA team, including all subconsultants and/or subcontractor firms to the

Offeror. All sub-consultants and subcontractors shall be contracted directly to the Offeror.

2. Qualifications

- a. Provide a history of the Offeror and number of years it has performed IGAs.
- b. Provide proof of professional engineering registration.
- c. Provide a list of certifications and credentials.
- d. Provide the location where the IGA will be managed.

3. Key Personnel

- a. Submit qualifications, business references, and resumes for all individual team members.
 - b. Provide years of service with current company for key project managers, energy engineers, design engineers (mechanical, electrical, structural, etc.), Offeror must submit a written request to change any key team members. The County/BOE reserves the right to reject the requested replacement.
 - c. The Mechanical Engineer, Electrical Engineer and Structural Engineer must all be licensed engineers, in good standing, in the State of Maryland at the time of proposal submittal.
4. All information presented shall clearly demonstrate the ability of the Offeror to successfully execute an IGA, including analysis, engineering, and measurement and verification of current energy usage.
5. The Offeror shall provide with its Proposal, five (5) references from the past five years that are able to attest to the Offeror's experience. The following must be included for each provided reference:
- a. A general description of contents of the IGA performed as complete or partial proof that the requirements have been satisfied, including the customer (reference) for whom each IGA was performed and when and where each was performed.
 - b. The name and title of a contact person for the reference who can attest to the quality of the IGA the Offeror performed for the reference and the satisfaction of the Offeror's performance in satisfying the requirements of the IGA, from the perspectives of quality, timeliness and cost.
 - c. A telephone number and email address at which the individual identified as the contact can be reached.
 - d. Offerors are encouraged to submit sufficient graphic, narrative, and documentary material required to clearly demonstrate qualifications, and performance capability of the Offeror's team.

Financial and Legal Capability

1. **Financial Statement.** An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include

2. Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).
 - a. Dun & Bradstreet Rating;
 - b. Standard and Poor's Rating
 - c. Lines of credit;
 - d. Evidence of a successful financial track record; and
 - e. Evidence of adequate working capital.

3. **Legal Action Summary.** The Offeror's summary shall include a list of all legal or administrative proceedings involving the firm currently pending or concluded adversely within the last five years which related to procurement or performance of any public or private contracts. The summary shall include:
 - a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
 - b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
 - c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
 - d. In instances where litigation is ongoing, and the Offeror has been directed not to disclose information by the court, the name of the judge and location of the court.

Technical Energy Assessment. Each Offeror is required to fully respond to each category listed below.

1. **Project Summary.** Summarize the scope of services offered by the firm for this IGA.
2. **Project Management.** Describe Offeror's approach to managing the entire IGA and qualifications of team including interface with subconsultants and subcontractors, development of a comprehensive audit plan. Identify members of the IGA team who will be responsible for the various stages of the implementation of the IGA.
3. **Project Work Plan and Milestones.** Describe your proposed management plan for accomplishing the IGA. Provide a proposed schedule and a sample timeline of milestones necessary to implement all phases of the IGA.
4. **Energy Baseline Calculation Methodology and Measurement & Verification Plan**
 - a. Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas, and methodologies including any special metering or equipment your firm will use to measure and calculate energy usage for this IGA. Indicate any operational cost savings

opportunities and how such savings are to be identified, documented and measured.

- b. Describe any changes in use or utilities to be contemplated, e.g. lighting, heating, or cooling schedules, guidelines, etc.

Sample Documents. Provide sample documents of the following:

1. Sample IGA

D. EVALUATION

1. **Process.** The County/BOE will review all SOQs in accordance with evaluation criteria set forth in the RFP. The SOQs will be collectively evaluated and scored. SOQs which do not meet or exceed the score designated by the committee will be disqualified from further consideration, and its Price Proposal will neither be opened nor considered. The firms that provide a SOQ that meets or exceeds the score designated by the committee will have their Price Proposal opened. The firm with the lowest Price Proposal will be considered for the IGA. The County/BOE reserves the right to conduct the evaluation in any manner considered in the best interest of County/BOE and shall be under no obligation to move forward with a contract.

2. **Evaluation Criteria**

The criteria listed below will be used in the evaluation of the SOQs.

Evaluation Criteria	Scoring Factors
Qualifications and Project Experience	<ul style="list-style-type: none"> • Qualifications and experience of firm’s personnel with performing IGAs. • Quality and completeness of past IGA documentation. • Quality of client references.
Project Management	<ul style="list-style-type: none"> • Clear assignment of responsibility for various IGA tasks to specific individuals. • Ability to effectively manage IGA and complete IGA on schedule and within budget. • Quality of monitoring, measurement, and reporting on past IGAs • Clarity, organization, and level of detail in written SOQ.
Technical Approach	<ul style="list-style-type: none"> • Quality of technical approach, including methods of analysis and understanding of building systems and conditions. • Quality of sample IGAs. • Quality of baseline energy calculations and methodology for handling modifications/changes to the baseline.
Financial Approach	<ul style="list-style-type: none"> • Financial soundness and stability of Offeror.
Innovation	<ul style="list-style-type: none"> • Quality of proposed innovative ECMs. • Quality of benefits from innovative ECMs.

E. SCOPE OF INVESTMENT GRADE ENERGY AUDIT

1. The qualified firm with the lowest Price Proposal will perform the Investment Grade Energy Audit (IGA) and prepare a detailed engineering and economic report (the "Report") that specifically identifies the energy improvements and operational changes that are recommended to be installed or implemented at each selected facility. The Report shall contain detailed projections of energy and cost savings to be obtained at each facility as a result of the installation of the recommended (ECMs). The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for each facility, including accurate marginal cost for each unit of savings at the time the IGA is performed; documented material and labor costs actually avoided; adjustments to the baseline to reflect current conditions at each facility, compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs, if any, were used to calculate savings for all ECMs. The Report shall describe the estimated costs for the installation and implementation of each recommendation.

The primary purpose of the Report is to provide an engineering and economic analysis from which the owner can make informed decisions on the most advantageous and economical paths forward to determine capital and operational resources needed implement the ECMs it chooses to further develop.

The IGA will include:

- a. An executive summary;
- b. Measures evaluated;
- c. Proposed project or measure specific baselines;
- d. ECM descriptions;
- e. Existing conditions;
- f. Existing deficiencies;
- g. Narrative description of recommended improvements;
- h. Scope of work for each recommendation;
- i. Energy savings calculations;
- j. Description of training required for any operational recommendation;
- k. Operation and maintenance cost savings calculations, if any;
- l. Description of premises
- m. Pre-existing equipment inventor;
- n. Baseline energy consumption and utility rates;
- o. Savings calculation formulae;
- p. Standards of comfort;
- q. Facility maintenance checklist;

2. The firm shall perform the following tasks in performing the Investment Grade Energy Audit and preparing the Report:

COLLECT FACILITY INFORMATION

The firm shall collect detailed facility information that supplements the facility information provided in the Appendices of the RFP. Site visits will be scheduled in coordination with the County/BOE. The firm shall collect and summarize facility utility cost and consumption data for the most recent 36-month period. The firm shall evaluate the impact on utility cost and consumption for any energy measures currently being installed or contemplated to be installed by the County/BOE in the facility.

The County/BOE shall furnish all available records and data concerning energy and water usage for each identified facility for the most current thirty-six (36) month period, if available, including:

- Utility records;
- Occupancy information;
- Descriptions of any changes in the structure of the facility or its heating, cooling, lighting or other systems or energy requirements;
- Descriptions of all major energy and water consuming or energy and water saving equipment used in each facility;
- Description of energy management procedures presently utilized;
- Copies of drawings, equipment logs, and maintenance work orders to the firm insofar as this information is readily available.

INVENTORY EXISTING SYSTEMS AND EQUIPMENT

The firm shall compile an inventory based on a physical inspection of the major electrical and mechanical systems at the facility, including:

- a. Cooling systems and related equipment;
- b. Heating and heat distribution systems;
- c. Automatic temperature control systems and equipment;
- d. Air distribution systems and equipment;
- e. Outdoor ventilation systems and equipment;
- f. Kitchen and associated dining room equipment, if applicable;
- g. Exhaust systems and equipment;
- h. Hot water systems;
- i. Electric motors 5 HP and above, transmission, and drive systems;
- j. Interior and exterior lighting;
- k. Laundry equipment, if applicable;
- l. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.; and
- m. Other major energy using systems, if applicable.

The inventory shall address the following considerations:

- a. The loads, proper sizing, efficiencies or hours of operation for each system (Where measurement costs, facility operating, or climatic conditions necessitate, engineering estimates may be used, but for large

- fluctuating loads with high potential savings, appropriate measurements are required unless waived by the County/BOE);
- b. Current operating condition for each system;
 - c. Remaining useful life of each system;
 - d. Feasible replacement systems; and
 - e. Hazardous materials and other environmental concerns.

The firm shall use data loggers and conduct interviews with facility planning, development, operation, and maintenance staffs of the County/BOE regarding the facility's systems operation, occupancy patterns, and problems with comfort levels or equipment reliability.

F. ESTABLISH BASE YEAR CONSUMPTION AND RECONCILE WITH END USE CONSUMPTION ESTIMATES

The firm shall examine the most recent thirty-six (36) months of utility bills and establish Base Year consumption for electricity, fossil fuels and water. The firm shall consult with County/BOE facility staff and account for any unusual or anomalous utility bills that may skew Base Year consumption from a reasonable representation. The firm shall estimate loading, usage and/or hours of operation for all major end uses including, but not limited to:

- a. Water;
- b. Lighting;
- c. Heating Cooling;
- d. HVAC motors (fans and pumps);
- e. Plug load;
- f. Kitchen equipment;
- g. Other equipment; and
- h. Miscellaneous.

The firm shall employ spot measurement and/or short-term monitoring at its discretion, or at the request of the County/BOE. Where direct measurement is not employed, the firm must provide analytical proof to the owner why direct measurement is not needed or feasible. The annual end use estimated consumption shall be reconciled with the annual Base Year consumption to within 5% for electricity (kWh), fossil fuels, and water. The contribution to electric peak demand for each end use shall also be reconciled to within 5% of the annual Base Year peak. The "miscellaneous" category shall not be more than 5%. The purpose of this is to place reasonable limits on potential savings.

G. DEVELOP LIST OF POTENTIAL ENERGY CONSERVATION MEASURES (ECMS)

The firm shall:

- a. Identify and propose potential ECMs for installation or implementation at the facility(s), including descriptions of proposed equipment and

- systems; Provide a detailed estimate of the cost, savings and life expectancy of each proposed ECM;
- b. Specify Facility(s) operations and maintenance procedures that will be affected by the implementation of the proposed ECMs;
 - c. Provide analysis methodology, supporting calculations and assumptions used to derive baselines (e.g. lighting operating hours) and estimate savings. Provide the existing and proposed air and hot water temperatures, amount of outdoor air ventilation (CFMs) lighting and acoustic levels. Provide copies of the utility tariffs and commodity price histories used in savings calculations. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer can replicate the calculations based on the data provided;
 - d. For savings estimates using computer simulations, the successful firm shall provide access to the program and all inputs and assumptions used, if requested by the County/BOE;
 - e. Provide detailed calculations for any identified rate savings.
 - f. Provide detailed supporting calculations for any proposed maintenance, material or other operational savings. Describe annual variances in savings from year to year (e.g. lighting, warranties).
 - g. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, water conservation, etc.).
 - h. For all proposed ECMs, successful firm shall comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis.

This list shall be compiled and submitted to the County/WCPS within *one hundred fifty (150) consecutive calendar days* of the execution of the date specified in the written Notice to Proceed (NTP) issued by the County.

H. COST ESTIMATES

The firm shall provide detailed estimates of costs associated with the installation, implementation and commissioning of each of the ECMs proposed in the IGA.

I. SAVINGS ESTIMATES

The County/BOE shall endeavor to provide the firm with sufficient general and specific guidance to develop the savings estimates for the Report. The County/BOE also reserves the right to reject the firm's calculations of savings when it determines that there is another more suitable or preferable means of determining or calculating such savings.

The following items will not be credited as savings derived from a proposed ECM.

- a. County/ BOE in-house labor cost
- b. County/ BOE deferred maintenance cost

c. County/ BOE deferred capital cost

J. REPORT FORMAT

The firm shall prepare two (2), two-volume reports both electronically (in .PDF format) and in written form as follows – one (1) report for County facilities, and one (1) report for Board of Education facilities. Four (4) bound hard copies of each volume are to be submitted for both the County and Board of Education reports using 8 1/2" x 11" sheets of paper and a font size no smaller than 10 point. The pages in each volume are to be numbered sequentially, include a Table of Contents and tabbed with the visible titles of corresponding Schedules (Volume 1) or Sections (Volume 2).

a. Volume 1 of 2 (Technical)

Volume 1 of 2 shall include the presentation of information in the following Schedules

Schedules

Schedule A	Equipment recommended to be replaced or installed at each facility
Schedule B	Energy Savings potential at each facility
Schedule C	Description of the Premises
Schedule D	Calculation of Baseline/Benchmarks; Methodology to Adjust Baselines
Schedule E	ECMs Operation Parameters/Standards of Comfort and Service
Schedule F	Current and Known Future Capital Projects at the Premises
Schedule G	Equipment Inventory
Schedule H	Methods of Measurement

Exhibits

Exhibit I	Certificate of Acceptance – Investment Grade Energy Audit Report
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b. Volume 2 of 2 (Financial)

Volume 2 of 2 shall include all of the information required in the RFP and be presented in the following format:

- i. **Executive Summary:** Provide an executive summary that describes the Facility(s), measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each recommended measure. Include a summary of the recommended measures and costs using the table format provided below.

	ECM	TOTAL COST	ENERGY COST	SIMPLE PAYBACK
1.				
2.				
3.				
TOTALS				

- ii. **Baselines:** Provide a summary of all utility bills, consumption baselines and how they were established, and end use reconciliation with respect to the baselines including a discussion of any unusual characteristics and findings.
- iii. **ECM Summaries:** Provide detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues. Provide a financial analysis for each proposed ECM.
- iv. **Cost and Savings Estimates:** Conclusions, observations, and caveats regarding cost and savings estimates.
- v. **Appendices:** Provide thorough appendices, which document the data relied upon to prepare the analysis and how that data was collected.

K. SUBMISSION OF THE REPORT

The Report shall be completed within *one hundred fifty (150) consecutive calendar days* of the date of written Notice to Proceed (NTP) provided by the County/BOE.

L. ACCESS TO RECORDS

The County/BOE shall have the right, throughout the term of this Contract to inspect, audit and obtain copies of all books, records and supporting documents created by the firm during the creation of the IGA.

M. PERSONNEL

All personnel necessary for the effective performance of the Investment Grade Energy Audit shall be employed by the firm and its designated subcontractors, shall be qualified to perform the services required under this Contract, and shall in all respects be subject to the rules and regulations of the firm’s governing staff members and employees. Neither the firm, its designated subcontractors, nor its personnel shall be considered to be agents or employees of the County/BOE.

N. PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

County/BOE:
Project Managers (as assigned)
Division of Engineering
80 West Baltimore Street
Hagerstown, MD 21740

O. SCOPE OF SERVICES: (TECHNICAL REQUIREMENTS).

The County/BOE reserves the right of final approval of any equipment or modifications proposed. Only prior reviewed and approved equipment and modifications will be permitted to be proposed within the IGA. Review and approval shall be conducted by the County/BOE in a timely manner.

The selected firm will be required to work with current building management and maintenance personnel.

P. PROPOSAL CONTENT AND FORMAT

1. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Services Selection that can be viewed at <http://www2.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. No proposal preparation expense will be paid by the County in response to this solicitation. The County reserves the right to substitute Committee members, if necessary. No assumptions should be made on the part of the Proposer as to this Committee’s prior knowledge of Proposer’s abilities.
2. Two separate proposals shall be submitted in separately sealed opaque envelopes. One shall be the Qualifications and Experience (Q&E)/Technical proposal of the Proposer. The other shall be the Price Proposal. The Price Proposal will only be opened if the Proposer is considered responsible, qualified and responsive to this request after detailed review of the Q&E/Technical Proposal by the Coordinating Committee. (DO NOT INCLUDE ANY PRICE FIGURES IN THE COMBINED Q&E / TECHNICAL PROPOSAL SUBMITTAL).
3. As a minimum, the Qualification and Experience (Q&E) / Technical Proposal submittal shall include the following:
 - a. To facilitate the analysis of responses to this RFP, Proposers are required to prepare their proposals in accordance with the instructions outlined in this section. Proposers are encouraged to respond in the same order in which the questions are presented. Failure to respond in full to any items may eliminate Proposer from further consideration, resulting in the Price Proposal being returned unopened. Similarly, inclusion of price information expressly disallowed in the Combined Q&E / Technical Proposal will eliminate Proposer from further consideration. Each Proposer is required to submit the proposal in a sealed opaque envelope.
 - b. Proposal shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of the RFP.

Emphasis should be concentrated on accuracy, completeness and clarity of content. All parts, pages, figures and tables must be numbered and clearly labeled.

Q. INSURANCE REQUIRED

1. The successful Proposer must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors (Attachment A).
2. Certificates of Insurance shall be provided as required at no additional cost to the County.

R. SELECTION PROCESS

1. The Washington County Coordinating Committee will evaluate the responses to this request and select Proposers judged to be responsive, most qualified, and experienced. The Coordinating Committee shall be comprised of Washington County's Director of Engineering (Committee Chairman Designee), Director of Purchasing (County), Director of Public Works (County), Chief of Design (County), Chief Operating Officer (BOE), Supervisor of Purchasing (BOE), Director of Facilities Planning and Development (BOE), Director of Maintenance and Operations (BOE) and Supervisor of Facilities Planning & Development (BOE).
2. Contract award/negotiation processes will be based on a formal methodology established by Washington County. It is the County's intent to open and review each Proposer's Qualification & Experience/Technical Proposal to determine qualifications, experience and technical expertise. If the Coordinating Committee determines that a Proposer's Qualification's & Experience/Technical Proposal is acceptable, the packet containing the Proposer's Price Proposal will then be opened.
3. The Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) calendar days following notification.

S. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County reserves the right to require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussions after award of the RFP/contract. Nothing in this RFP or the contract between the County and the successfully awarded Proposer shall prohibit the County from retaining the services of other Proposers on related project activities, tasks, and assignments that the County deems is not covered under this contract.

T. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference shall be held on **Wednesday, July 31, 2019 at 10:00 A.M.**

Request for Proposals

Investment Grade Energy Audit of Selected Facilities Owned by Washington County Government and the Washington County Board of Education

PUR-1439

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(EDT/EST) in the Washington County Administration Complex, Conference Room 2001, Second Floor, 100 West Washington Street, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not mandatory, but is encouraged. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

U. TERMS AND CONDITIONS

1. The County/BOE reserves the right to reject any or all proposals or to award the contract to the next recommended Proposer if the successful Proposer does not execute a contract within fifteen (15) days after notice of award of the contract.
 - a. The County/BOE reserves the right to accept or reject any or all proposals, to waive formalities, information, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee.
2. The County/BOE reserves the right to request clarification of information submitted and to request additional information.
3. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County/BOE the services set forth in the above Scope of Work.
4. The selected Proposer shall be required to enter into a contract agreement with the County/BOE.
5. Any agreement or contract resulting from the acceptance of proposal shall be on a form(s) approved by the County/BOE and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the absolute right to modify or reject any agreement or contract provisions that do not conform to this Request for Proposal and/or any County requirements for agreements and contracts.
6. The Proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County/BOE.
7. No reports, information or data given to or prepared by the Proposer under the contract shall be made available to any individual or organization by the Proposer without the prior written approval of the County/BOE.
8. Ownership Rights: The County/BOE shall retain ownership of all related information, documentation, materials, etc. either provided by the County or produced by the Proposer under the Scope of Work and the RFP. All services provided by the Proposer under the

Scope of Work and the RFP, including data production and delivery prepared by the Proposer, will be “works for hire” under applicable United States copyright laws, and therefore the exclusive property of the County/BOE. Such work may not be used by the Proposer for any other purpose except for the benefit of the County/BOE. Any and all such property will be delivered to the County/BOE upon the completion of the Scope of Work and the RFP.

9. Warranty for Professional Services: To the extent that professional services are provided under the Scope of Work and this RFP, the Proposer acknowledges that they are aware that the services provided herein are furnished to the County/BOE with the understanding that the County/BOE, in accepting these services, relies upon the Proposer’s skill and expertise. Accordingly, the Proposer warrants that the services provided are of a professional quality and that such services meet or exceed the prevailing practices and standards of the trade from which the services are provided.
10. Proposers are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland’s Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4–335, the response must include a statement in CONSPICUOUS BOLD TYPE on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed a trade secret or commercial information must be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
11. The County/BOE reserves the right to not hold discussions after award of the contract.
12. By submitting a proposal, the Proposer agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, that he/she fully understands his/her obligations.
13. Payment of County and Municipal Taxes: Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder’s bid."
14. Political Contribution Disclosure: The Proposer shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution

of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

15. Registration with Maryland Department of Assessments and Taxation: Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered to do business in the State of Maryland with the Maryland Department of Assessments and Taxation as a foreign corporation, must be in good standing, and shall remain so throughout the term of the Contract resulting from this RFP. Proof of such standing is required prior to the start of the contracting process. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is charterhelp@helpdat.state.md.us, and phone numbers are: **(410) 767-1340 or (888) 246-5941**.
16. Independent Contractor Status: The successful Proposer is an independent contractor and neither the Proposer nor its employees, agents, nor representatives of the Proposer shall be considered employees, agents or representatives of the Board of County Commissioners. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association between Board of County Commissioners and the Proposer. From any amount due the Proposer, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax is the responsibility of the Proposer.
17. Compliance with Laws: The Proposer hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified; that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; that it shall keep itself informed of and comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract including the American Disabilities Act of 1990, 101-336, as amended; and that it shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.
18. Indemnification: Proposer agrees to indemnify and hold harmless the County/BOE, its officers, employees, and agents, from and against all claims, damages, losses, and expenses. This indemnification obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable for or by the Proposer or any agent of the Proposer under the Worker's Compensation Act, disability benefits act, or other employee benefits acts.
19. All work shall be done in accordance with Washington County standards and those of

any State or Federal agencies having jurisdiction.

This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) – Professional/Technical Consultant Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2017/07/ProcurementPolicy.pdf> and no proposal preparation expense will be paid by the County relative to any response to this solicitation.

V. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any Proposer find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, Maryland 21740-4748, FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washco.net

All necessary interpretations shall be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M. (EDT/EST), Wednesday, August 14, 2019 may not be considered.** Every interpretation made by the County shall be made in the form of an addendum which, if issued, shall be sent by the Director of Purchasing to all interested parties.

POLICY TITLE: **Insurance Requirements for Independent Contractors**

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number (PUR-1439)

I, _____, the undersigned, _____ of the
above named (Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in
the above (Month) (Year)
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

Rev. 2/29/08

TITLE