

[REDACTED]
Request for Proposals

RFP 15/16-1P
Small Business Energy Audits

Submission of Proposal Date and Time:

October 12, 2015 @ 11:00 am

[REDACTED]

Approval:

[REDACTED] Finance Director/Town Manager

[REDACTED]

[REDACTED] Purchasing Agent

[REDACTED]

**Legal Notice
Request for Proposal**

Sealed proposals are being requested by [REDACTED] at [REDACTED]
[REDACTED]

Proposals duly delivered and submitted will be opened and read for providing the following services, on the date and time reflected below:

**Small Business Energy Audits
RFP 15/16-1P
Closing: October 12, 2015
@ 11:00 am**

Any proposals received after stated closing date and time will be returned unopened. Further details regarding this proposal may be obtained at the Purchasing Office Department of [REDACTED] or by calling [REDACTED]

Until the final award by [REDACTED] said [REDACTED] reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed or otherwise when the best interest of the Town will be realized hereby. Proposals will be submitted sealed and plainly marked with the date and time of opening.

[REDACTED]
Purchasing Agent

Publish: [REDACTED] Dates: September 11, 2015

Publish: [REDACTED] Dates: September 11, 2015

- Tear sheet and notarized affidavit must be sent with all invoices.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

██████████ is soliciting a qualified and experienced Certified Energy Auditor to conduct energy audits for rural small businesses located in ██████████ including ██████████ counties.

B. SUMMARY SCOPE OF WORK

██████████ will contract with a Certified Energy Auditor (auditor) to conduct the audits. A Certified Energy Auditor is defined as a qualified contractor that meets one of the following criteria:

- (1) A Certified Energy Auditor certified by the Association of Energy Engineers;
- (2) A Certified Energy Manager certified by the Association of Energy Engineers;
- (3) A Licensed Professional Engineer in the State in which the audit is conducted with at least 1 year experience and who has completed at least two similar type energy audits; or
- (4) An individual with a 4 year engineering or architectural degree with at least 3 years of experience and who has completed at least five similar type energy audits.

The auditor will use techniques such as those practiced by engineers from the premier technical society focused on the energy efficiency of buildings, the American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE). An ASHRAE Level 1 – Walk-Through Analysis/Preliminary Audit will be done for all program-approved businesses, and an ASHRAE Level 2 – Energy Survey and Analysis will be conducted where appropriate.

Please note the following definitions/explanations of Level 1 and Level 2 Audits:

ASHRAE Level 1 – Walk-Through Analysis/Preliminary Audit

The Level 1 audit alternatively is called a “simple audit”, “screening audit” or “walk-through audit” and is the basic starting point for building energy optimization. It involves brief interviews with site operating personnel, a review of the facility’s utility bills and other operating data, and an abbreviated walk-through of the building. The ASHRAE Level-1 audit is geared toward the identification of the potential for energy improvements, understanding the general building configuration, and defining the type and nature of energy systems. The audit should result in a preliminary, high-level, energy-use analysis for the entire facility, and a short report detailing the findings, which may include identifying a variety of recognizable efficiency opportunities. Usually this report does not provide detailed recommendations, except for very visible projects or operational faults.

The ASHRAE Level-1 audit is intended to help the energy team understand where the building performs relative to its peers; establish a baseline for measuring improvements; deciding whether further evaluation is warranted; and if so, where and how to focus that effort. The Level-1 also will outline the range of potential financial incentives available from Federal, State, Local, and Utility sources.

ASHRAE Level 2 – Energy Survey and Analysis

The next step for most facilities is the ASHRAE Level-2 audit/assessment. The Level-2 project starts with the findings of the Level-1 audit, and evaluates the building energy systems in detail to define a variety of potential energy-efficiency improvements. This should include the Building Envelope, Lighting, Heating, Ventilation, and Air Conditioning (HVAC), Domestic Hot Water (DHW), Plug Loads, and Compressed Air and Process Uses (for manufacturing, service, or processing facilities). This study starts with a detailed analysis of energy consumption to quantify base loads, seasonal variation, and effective energy costs. From there, the study should include an evaluation of lighting, air quality, temperature, ventilation, humidity, and other conditions that may affect energy performance and occupant comfort. The process also includes detailed discussions with the building Ownership, Management, and Occupants to explore potential problem areas, and clarify financial and non-financial goals of the program.

The ASHRAE Level-2 audit should result in a clear and concise report and briefing with the Owner and Management Team describing a variety of Energy Efficiency Measures (EEMs) including no- and low-cost measures, modifications to system controls and building automation, operational changes, and potential capital upgrades. The findings should include general costs and performance metrics, as well as a means for the Owner to evaluate the EEMs and decide how to proceed with implementation.

Final Energy Audit Validation: The final Energy Audit must be validated and signed off by the Energy Auditor who conducted the audit or by the supervising Energy Auditor of the individual who conducted the audit, as applicable. An engineer (a NM State Licensed Professional Engineer) must supervise and sign off on the audits performed by the contractor.

Many of the EEMs revealed during the ASHRAE Level-2 audit can be implemented quickly with rapid or immediate financial payback for the Owner. Other EEMs will require more detailed analysis of benefit and cost and the other goals that are important to the Owner. The audit should define next steps to accomplish this analysis and decision making. Sometimes it is through discussion with manufacturers or suppliers or other relatively simple means

At least 26 rural small businesses will initially be served by this program. Businesses must pay 25% of the audit cost, with these funds being rolled back into the program as program income. All program income will be used to provide energy audits for an additional number of small businesses (an estimated 6-7 more audits). A list of 26 small business in the four-county area that expressed interest in energy audits of their

operations was prepared as part of the grant application. These businesses will be given the opportunity to apply for and receive an energy audit first, and then other businesses will be able to apply.

The [REDACTED] square mile service area is rural with nine municipalities and a number of small unincorporated communities. Most of the buildings that house small businesses in the region are older, many over 100 years old, which can attract tourists but can be costly for business owners to heat and cool. Most have old inefficient heating and cooling units, little if any insulation, leaky doors and windows, and older less efficient appliances.

The cost of energy audits is usually calculated based on the square footage of the building being audited. For example a Level 1 Audit may be \$0.35/sqft and a Level 2 Audit may be \$0.55/sq. ft. Additional fee for buildings with unique designs may apply. Travel by the contractor to the business location will be reimbursed at \$0.45/ mile to and from the job site. Overnight accommodations for one night can be paid through the grant, if the trip involves 2 or more audits.

The Energy Auditor will provide an audit report (one copy for the business and one copy for [REDACTED] for each business that will identify cost-effective energy saving measures that can be pursued by businesses to help reduce operating expenses, increase profit and increase the value of the building. The findings should result in a clear and concise report and briefing with the owner describing a variety of Energy Efficiency Measures (EEMs) including no- and low-cost measures, modifications to system controls and building automation, operational changes, and potential capital upgrades. The findings should include general costs and performance metrics, as well as a means for the owner to evaluate the EEMs and decide how to proceed with implementation. Many of the EEMs revealed during the ASHRAE Level-2 audit can be implemented quickly with rapid or immediate financial payback for the owner. Other EEMs will require more detailed analysis of benefit and cost and the other goals that are important to the owner. The audit should define next steps to accomplish this analysis and decision making.

The contractor will be required to provide a final report to [REDACTED] with the following information:


1. The number of recipients assisted and the type of assistance provided;
2. A list of recipients with each recipient's NAICS code; and
3. The location of each recipient.

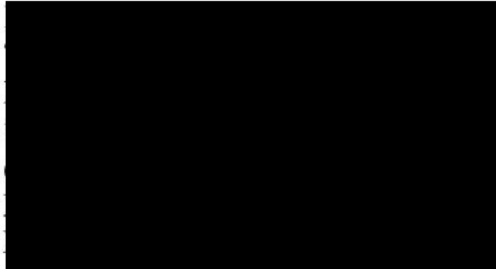
A [REDACTED] employee from the Office of [REDACTED] will develop a website page as a link from [REDACTED] website that describes the program and provides an application form for businesses to fill out to apply for an energy audit. The website will be made available as a link on all of the partner websites in the four-county area. The [REDACTED] will develop educational materials to distribute to participants in the program. These will also be available as downloads from the website. The educational materials will include information about the USDA Energy Efficiency Improvement grants and other possible sources of funding to implement the energy efficiency measures identified in the audit,

utility rebates, and a variety of low-cost energy saving tips that can be easily implemented by building owners.

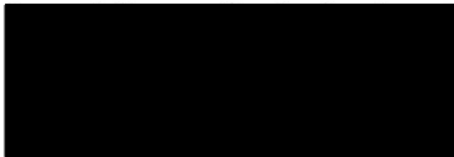
Training: The contractor may conduct hands on energy audit training for up to three local, qualified contractors while auditing the commercial buildings through this program to increase the qualifications and number of local contractors that are able to perform this type of work. The training must be conducted in the process of performing the energy audits and any additional billing for this work would be negotiated during the contract negotiation with the contractor.

C. **PROCUREMENT MANAGER**

 has designated a Procurement Manager/Purchasing Agent who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.



All deliveries via express carrier or hand delivered should be addressed as follows:



Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Only those questions or inquiries answered in writing by the Procurement Manager will be considered to be legal and binding.

D. **DEFINITION OF TERMINOLOGY**

This paragraph contains definitions that are used through-out this procurement document, including appropriate abbreviations.

“**Addendum**” means a written or graphic instrument which clarifies, corrects, or changes the RFP. Plural: addenda.

"**Agency**" means the Town of Silver City or Town.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Contracting Agency" means the entity that will enter into a Contract with the Successful Offeror. For the purposes of this RFP, the Contracting Agency is the [REDACTED]
"Contractor" means successful offeror.

"Determination" means the written documentation of a decision of a Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" means "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"Energy Audit" means a comprehensive report that meets an Agency-approved standard prepared by an Energy Auditor or an individual supervised by an Energy Auditor that documents current energy usage; recommended potential improvements, typically called energy conservation measures, and their costs; energy savings from these improvements; dollars saved per year; and Simple Payback. The methodology of the Energy Audit must meet professional and industry standards.

"Energy Auditor" means a Qualified Contractor that meets one of the following criteria:
(1) A Certified Energy Auditor certified by the Association of Energy Engineers;
(2) A Certified Energy Manager certified by the Association of Energy Engineers;
(3) A Licensed Professional Engineer in the State in which the audit is conducted with at least 1 year experience and who has completed at least two similar type energy audits; or
(4) An individual with a 4 year engineering or architectural degree with at least 3 years of experience and who has completed at least five similar type energy audits.

"Evaluation Committee" means a body appointed by the [REDACTED] City to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Purchasing Agent and the Evaluation Committee for submission to the Governing Body of [REDACTED] for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" means an offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

"Mandatory" means "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the offeror's proposal.

"Multiple source awards" means an award of an indefinite quantity contract for one or more similar services or items of tangible personal property to more than one offeror.

"Offeror" means any person, corporation, or partnership who chooses to submit a proposal.

"Price agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property or services to a Town of Silver City which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procurement Manager" or "Purchasing Agent" means the person or designee authorized by the Town of Silver City to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Purchase order" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing contract.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Resident Business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to [REDACTED]

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

"Small Business" means an entity or utility, as applicable, described below that meets Small Business Administration's (SBA) definition of Small Business as found in 13 CFR part 121.301(a) or (b). With the exception of the entities identified in this paragraph, all other non-profit entities are ineligible.

- (1) A private for-profit entity, including a sole proprietorship, partnership, and corporation;
 - (2) A cooperative (including a cooperative qualified under section 501(c)(12) of the Internal Revenue Code);
 - (3) An electric utility (including a Tribal or governmental electric utility) that provides service to rural consumers and must operate independent of direct government control;
- and

(4) Tribal corporations or other Tribal business entities (as described in paragraph (4)(i) and (ii) of this definition). The Agency shall determine the Small Business status of such Tribal entity without regard to the resources of the Tribal government. (i) Chartered under Section 17 of the Indian Reorganization Act (25 U.S.C. 477), or (ii) Other Tribal business entities that have similar structures and relationships with their Tribal governments as determined by the Agency.

The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor that will result in the rejection of the offeror's proposal if not included.

The terms **can, may, should, preferably or prefers** identify a desirable or discretionary item or factor.

E. **BACKGROUND INFORMATION**

1. [REDACTED] is a local government (municipal or city government) chartered in [REDACTED]. The governing body consists of 1 elected mayor and 4 elected council members.
2. Population [REDACTED]
3. [REDACTED] currently has approximately [REDACTED] employees
4. Miles of streets paved [REDACTED] Unpaved: [REDACTED]
5. [REDACTED] has a designated safety coordinator, mandatory that employees take safety classes and are periodically tested.
6. [REDACTED] has 1 public safety building consisting of the fire main station and police department and has 1 fire sub-station.
7. [REDACTED] has [REDACTED] full time law enforcement officers, [REDACTED] animal control officer, [REDACTED] fire/rescue personnel of which some are certified as EMS, EMS IV and Paramedics
8. [REDACTED] has an ISO fire rating of [REDACTED]
9. [REDACTED] pumps approximately [REDACTED] gallons of water a year.
10. [REDACTED] has approximately [REDACTED] miles of pipe consisting of lead, cast iron, plastic, asbestos and ductile iron pipe.
11. [REDACTED] tanks are inspected every 2 years on a rotation basis.
12. [REDACTED] has approximately [REDACTED] miles of sewer pipe maintained.
13. [REDACTED] hires various independent consultants including but not limited to legal counsel, indigent counsel, general engineering, architectural, survey, appraisal.....
14. [REDACTED] consist of the following departments:
 - a) Executive (Manager - Human Resources - Elections - Insurance - Engineering Services - Facility Maintenance)
 - b) Finance (Finance - Accounting - Payroll - Purchasing - Utility Billing - Meter Readers)
 - c) Judicial (Municipal Court)
 - d) Library
 - e) Museum
 - f) Community Development
 - g) Utilities (Town Engineer - Water - Sewer - Wastewater Treatment Plant)

- h) Public Works (Streets - City Fleet Shop - Sanitation - Recreation Center - Swimming Pool - Parks)
- i) Fire (Fire - Rescue)
- j) Police Department (Patrol - Detectives - Animal Control)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Agent	9/11/2015
2.	Distribution List Response Due	Potential Offeror	9/16/2015
3.	Pre-Proposal Conference	Purchasing Agent	N/A
4.	Deadline to Submit Additional Questions	Potential Offeror	9/18/2015
5.	Written Question Response to RFP Amendments	Purchasing Agent	9/22/2015
6.	Submission of Proposal	Offeror	10/12/2015
7.	Proposal Evaluation, Selection of Finalist, and Negotiations	PEC	10/12/2015 through 10/19/2015
8.	Shortlist Announcement	Procurement Manager	N/A
9.	Award(s) Submission Recommendation To Procurement Manager	PEC	10/20/2015
10.	Contract Award	Procurement Manager Town Council	10/27/2015
11.	Protest Deadline	Proposers	11/11/2015

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP
This RFP is being issued by [REDACTED] Finance Department on **September 11, 2015.**

2. Distribution List Response Due
Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on **September 16, 2015.**
The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference
No Pre-Proposal Conference is scheduled at this time. If necessary, date will be determined at that time.

4. Deadline to Submit Additional Written Questions
Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on **September 18, 2015** written questions must be addressed to the Procurement Manager.

5. Response to Written Questions/Proposal Amendments
Written responses to written questions and any Proposal amendments will be distributed on **September 22, 2015** to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form will accompany the distribution package. This form should be signed by the offeror's representative, dated and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

6. Submission of Proposals.
ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 11:00 AM MOUNTAIN STANDARD TIME on October 12, 2015. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed. Proposals must be labeled on the outside

of the package to clearly indicate that they are in response to **RFP 15/16-1P; Small Business Energy Audits**. Proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to [REDACTED] the contents of any proposal shall not be disclosed to competing offerors during the evaluation and negotiation process.

7. Proposal Evaluation

The evaluation of proposals, selection of finalist, presentations and negotiation will be performed by the PEC. This process will take place from **October 12, 2015 – October 19, 2015**. During this time, the Procurement Manager or the PEC chairman may at their option initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

8. Shortlist Announcement

If the PEC in its evaluation deems it necessary to require oral presentations from the offerors, it will provide a shortlist to the Procurement Manager who will announce the shortlist if necessary, if so dates will be determined at that time.

9. Submission of Recommendation of Award(s) to Procurement Manager

The PEC will submit all recommendations for the award to the Procurement Manager by close of business on **October 20, 2015**.

10. Contract Award

The PEC will prepare a recommendation for award. The Governing Body of the [REDACTED] will consider the recommendation at a public meeting scheduled to be held at 6:00pm on **October 27, 2015** at the [REDACTED]. This date is subject to change at the discretion of the Finance Director of [REDACTED].

The contract award shall be made to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points.



11. Protest Deadline

Any protest by an offeror must be in conformance with protest procedures set out in [REDACTED] Procurement Procedures. The fifteen (15) day protest period shall begin on the day following the contract award and will end as of close of business on **November 11, 2015**. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from [REDACTED] Purchasing Agent. The protest must be addressed and delivered as follows:



Protests received after the deadline will not be accepted.

C. **GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the laws of the State of  and the ordinances and resolutions of the 

1. **Acceptance of Conditions Governing the Procurement**
Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained of this RFP.
2. **Incurring Cost**
Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. **Prime Contractor Responsibility**
Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments to only the prime contractor.
4. **Subcontractors**
Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
5. **Amended Proposals**
An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Town of Silver City personnel will not merge, collate, or assemble proposal materials.
6. **Offerors' Rights to Withdraw Proposal**
Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.
The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
7. **Proposal Offer Firm**
Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.
8. **Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded or rejected by the Governing Body of [REDACTED] at a public meeting. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with [REDACTED]

The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, [REDACTED] Purchasing Agent shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **No Obligation**

This procurement in no manner obligates [REDACTED] or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is fully executed and approved by the Town of Silver City, and other appropriate authorities.

10. **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of [REDACTED]

11. **Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. [REDACTED]'s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. **Legal Review**

[REDACTED] requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. **Basis for Proposal**

Only information supplied by [REDACTED] Purchasing Agent in writing should be used as the basis for the preparation of offeror proposals.

14. **Contract Terms and Conditions**

The contract between the Agency and the contractor will follow the format specified by the Agency and contain the terms and conditions of the Draft Professional Services Agreement. However, the Agency reserves the right to negotiate with a

successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

Should an offeror object to any of [REDACTED]'s terms and conditions of the Agreement, offeror must propose specific alternative language that must be acceptable to [REDACTED]. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

15. **Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Town of Silver City.

16. **Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between [REDACTED] and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

17. **Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in [REDACTED]

18. **Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. **Change in Contractor Representatives**

[REDACTED] reserves the right to [request/require] a change in contractor representatives if the assigned representatives are not, in the opinion of [REDACTED] meeting its needs adequately.

20. **Notice**

Notice - The Procurement Code, [REDACTED] imposes civil and misdemeanor criminal penalties for its violation. In addition, the [REDACTED] criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

21. **Agency Rights**

The Agency reserves the right to accept all or a portion of an offeror's proposal.

22. **Right to Publish**

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from [REDACTED]'s written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. **Ownership of Documents**

All materials, work papers, meeting notes, design documents, or other documents produced by the contractor shall be the property of [REDACTED]. The original and one copy of all such documents shall be indexed and placed in appropriately labeled binders and delivered to the Purchasing Agent at the conclusion or termination of the contract.

24. **Ownership of Proposals**

All documents submitted in response to this Request for Proposals shall become the property of [REDACTED].

III. INSTRUCTIONS FOR RESPONSES

A. **ELIGIBILITY FOR CONSIDERATION**

1. Compliance with Submission Deadline
 - a. The response must be submitted in its entirety by the deadline specified on the front cover.
 - b. No response, or portion thereof, will be accepted for consideration after the specified deadline.
2. Compliance with RFP Requirements
 - a. Each response that is forwarded for evaluation must meet the requirements specified in this RFP.
 - b. Any submittal found non-responsive will not be considered for selection.

B. **RIGHT TO REJECT PROPOSALS**

1. Subsequent to the issuance of this RFP, [REDACTED] reserves the right to reject any and all proposals received in response to this RFP.
2. In exercising this right, [REDACTED] accepts no liability for any cost incurred by any firm or firms preparing responses to this RFP.

C. **CONFLICT OF INTEREST**

1. No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

D. **CONTACT WITH MEMBERS OF THE PROFESSIONAL EVALUATION COMMITTEE**

1. Members of the PEC are prohibited from discussing a submittal on any project with any firm whose proposal they are reviewing until such time as a selection has been made.
2. Firms are requested not to contact PEC members regarding this award. Firms failing to comply with this request may be deemed ineligible for consideration for selection.

E. **CHANGES IN RFP REQUIREMENTS**

1. No interpretation, explanations or clarifications of requirements of this RFP will be made, or can be relied upon, unless issued in the form of a RFP addendum.
2. Any addenda issued on this RFP shall become part of the RFP and shall supersede previous requirements, conditions and time frames specified in the RFP and/or

previous addenda.

3. If an addendum is received after the proposal has been submitted, mark as received and return. If the late addendum changes your proposal in any way, send a revised proposal. That proposal must be clearly marked as a revised proposal.

F. **ACCEPTANCE OF APPLICABLE POLICIES AND PROCEDURES**

1. Contractors responding to this RFP agree by submission of such response to accept and comply with [REDACTED] policies and procedures that apply to the selection process for this project.

IV. **RESPONSE FORMAT AND ORGANIZATION**

A. **NUMBER OF RESPONSES**

Offerors may submit only one (1) proposal.

B. **NUMBER OF COPIES**

Offerors shall provide six (6) identical copies, in individual binders, of their proposal on or before the closing date and time for receipt of proposals.

C. **PROPOSAL FORMAT**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1. **Proposal Organization**

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated. All information provided below is subject to negotiation once the "MOST QUALIFIED FIRM" has been determined.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary identifying Evaluation Factors in the order they are presented.
- d) Response to Detailed Specifications, Business Specifications and Mandatory Specifications.
- e) Cost sheet; this will be removed from Evaluation Committee's binder
- f) Response to Town's Terms and Conditions - Draft Professional Service Agreement.
- h) Offeror's Additional Terms and Conditions
- i) Other Supporting Material

2. **Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting contractor;

- b) identify the name and title of the person authorized by the contractor to contractually obligate the company
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the company;
- d) identify the names, titles and telephone number of persons to be contacted for clarification
- e) state their federal tax identification number
- f) be signed by the person authorized to contractually obligate the company
- g) acknowledge receipt of any and all amendments or addenda to this RFP
- h) acceptance of conditions governing this procurement.

V. SPECIFICATIONS

This section contains relevant information concerning the tasks to be performed by the contractor. Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points accordingly.

A. DETAILED SPECIFICATIONS

Four specific tasks are outlined below, identifying activities and milestones, the lead for the task (contractor and/or OoS) and the Start/End Dates for each task.

Task No.	Activities/Milestones	Lead	Start / End Dates
Task #1: Contractor Preparatory Work			
1.1	Prepare draft work plan and timeline for conducting the energy audits, including project schedule and deliverables dates. Review with ██████ Project Manager for approval. Finalize work plan.	Contractor and ██████	11-2015/ 12-2015
1.2	Work with Contractor and Finance Office to establish way to receive audit payments and pay for additional audits from revenue (25% of each audit)	Contractor and ██████	11-2015/ 12-2015
Task #2: Prepare Website, Application and Educational Materials			
2.1	Develop a website page as a link from ██████ website partner websites in the four-county area that describes the program and provides an application form for an energy audit. Develop informational and educational materials to distribute to participants in the program.	██████	11-2015/ 12-2015
Task #3: Conduct Energy Audits			
3.1	Conduct Energy Audits for Small Businesses in Four County Area (includes travel) – 26 audits	Contractor	12-2015/ 04-2017
3.2	Distribute informational and educational Materials by accompanying energy auditor when possible to small business location and communicating directly with the business owner, relay info on grants for implementation of audit recommendations.	██████	12-2015/ 04-2017

Task No.	Activities/Milestones	Lead	Start / End Dates
3.3	Provide training for local contractors on how to conduct energy audits (optional)	Contractor	12-2015/ 04-2017
Task #4: Reports			
4.1	Complete semiannual project performance reports – discuss the number of audits performed/ provide a list of recipients, location and NA Industry Classification System code/include % of financial resources expended on contractors	██████	6/30/16, 12/31/16 6/30/17
	Complete final performance report – how objectives were met, number of audits conducted, list of recipients and their location, cost of each audit, expected energy saved for each audit conducted, and % of financial resources expended on contractors.	Contractor and ██████	04-2017/ 5-2017
	Performance Outcome Report – one full year after grant is completed, provide a performance outcome report identifying the number of energy audit projects that proceeded with one or all of the recommendations from the findings of the energy audit, as well as the amount of energy saved for each project.	██████	6/30/18

B. BUSINESS SPECIFICATIONS

1. Past Experience: Provide relevant information about the level of contractor’s, key personnel, and project team members’ qualifications and experience in doing Level I and Level II Energy Audits.

Indicate if the services would be provided by the applicant or by a sub-contractor, and whether they would be produced by a ██████ business within this state. Include any sub-contractor firm’s name and specify what services would be provided. Attach resumes only for key personnel of the project team, which includes any sub-contractors, detailing past experience as it relates to similar type of projects. Describe familiarity with the area in which the project is located;

2. Summary of Proposed Services: Provide a proposal summary with an overview of the technical and business features of the proposal that addresses the tasks outlined in Section III. Scope of Services. Briefly describe your quality assurance/quality control program;
3. Successful Experience with Similar Projects:
 - a) List a maximum of five (5) recent projects, preferably during the past 5 years, to indicate proficiency in similar work;
 - b) Indicate the past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules; and

- c) Provide at minimum of three references from past successful projects. Include contact name, address and phone number.
4. Plan and Schedule: The Offeror should provide information about its current workload and ability to execute the project within the timeframes outlined in the Section II; Scope of Services. Proposed changes in the schedule provided in the Scope of Services should be explained.
 - a) Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.
 - b) Confirm or explain proposed changes in the timeline for the evolution of the project through completion.
 - c) Indicate the controls to be utilized to maintain both schedule and budget for this project.
 - d) Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on the project. If not a locally based firm, define where elements of the work will be performed (city/state), and whether they will be performed by prime or sub-contractor firm(s).
 - e) Describe the volume of any work in progress with [REDACTED] which is less than seventy-five percent complete.
5. Cost Estimate: Provide a budget graph estimating the cost related to each task. Provide a detailed narrative concerning costs to be incurred relative to the project. Indicate the expected hours by task with the labor rate.

VI. EVALUATION

A. EVALUATION POINT SUMMARY

1. RANKING OF PROPOSALS: A Professional Evaluation Committee (PEC) will evaluate all proposals received based on the following criteria. Following evaluation, the top rated respondents may be interviewed.

B. EVALUATION CRITERIA (*Maximum 100 points*)

1. Technical competence of the business and professional personnel – *35 points*;
2. Capacity and capability of the business, including any Contractors, their representatives, qualifications and locations, to perform the work, including any specialized services, within the time limitations – *35 points*;
3. Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to define milestones and meet schedules – *20 points*;

4. The amount of work that will be produced by a business with In-State/Veteran Preference Certification from the [REDACTED] Taxation and Revenue Department – 5 points; and
5. The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated – 5 points.

C. EVALUATION PROCESS

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of response as indicated in this RFP.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in this RFP.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned at a point value. The three (3) highest responsible offerors with the highest scores will be selected as finalist offerors based upon the proposal submitted. Finalist offerors who are asked to choose to submit revised proposal for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Town, taking into consideration the evaluation factors in this RFP, will be recommended for selection to the Governing Body of [REDACTED]. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

APPENDIX A

Acknowledgement of Receipt Form

RFP 15/16-1P
Small Business Energy Audits

In acknowledgment of receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix B.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **September 14, 2015**. This will also ensure that you will receive copies of all Offeror written questions and the Town's written responses to those questions as well as RFP amendments, if any are issued.

The company listed below does/does not (circle one) intend to respond to the Request for Proposals.

COMPANY: _____

REPRESENTED BY: _____ TITLE: _____

EMAIL ADDRESS: _____

PHONE #: _____ FAX #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:



Phone:
Fax:
Email:



Appendix B
DRAFT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of October, 2015 by and between the [REDACTED] (TOWN) and ****(CONTRACTOR), whose address is *****.

WHEREAS, the Town of Silver City has determined that it is in its best interest to contract for Auditing Services.

WHEREAS, Contractor has been determined qualified and locally available to perform services as described in the Scope of Services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Scope of Services: To provided qualified and experienced Certified Energy Auditing services to conduct energy audits for rural small businesses located in southwest New Mexico including Catron, Grant, Hidalgo and Luna counties.

Time of Performance: Agreement will commence on October 29, 2015. Completion date to be determined at that time. Further, the Town and the Contractor reserve the right to terminate this agreement in writing for no cause by giving thirty (30) days notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the Town agrees to pay the Contractor:

In any event, compensation or reimbursement of any items listed within this paragraph will not exceed a total compensation of *** plus applicable gross receipts tax for the Time of Performance identified within this Agreement.

Contractor is responsible for submitting itemized invoices to include the following: invoice number and date, date of services with description of services and supplies, unit prices and extended totals. Separate invoices shall be submitted for each order. Invoices shall be delivered to Leann Misquez, Purchasing Agent. Leann Misquez, Purchasing Agent, will submit signed and approved invoices to the Town Accounts Payable Department. Any request for compensation or reimbursement will refer to an approved Purchase Order Number. Payment shall be net 30 days from receipt of invoice to the Town Accounts Payable Department.

The Town reserves the right to cancel all or any part of this Contract without cost to the Town if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Town due to the Contractor's default. The Contractor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor and these causes have been made known to the Town of Silver City in written form within five working days of the Contractor becoming aware of a cause that may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the

state or of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Town shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Town are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

Funding: This solicitation is subject to the availability of funds to accomplish the work.

Insurance Specifications: 1) Liability Insurance: Contractor agrees to maintain commercial liability insurance in the amount of \$ [REDACTED] ([REDACTED] dollars) minimum on all personnel assigned duties under this contract. 2) Worker's Compensation Insurance: Contractor agrees to maintain (when applicable) the limits of worker's compensation per the New Mexico State Worker's Compensation Act. 3) Awarded Contractor shall provide proof of insurance by providing certificates of the kinds of insurance required to the Purchasing Agent of the Town of Silver City within 30 days of notification of award of contract. 4) The Contractor shall maintain required insurance for the term of the contract and shall notify the Town Purchasing Agent of expiration of insurance coverage within 15 days prior to expiration date. In addition, the Contractor shall provide renewal certificates to the Town Purchasing Agent as they become available.

Wage Rates: If applicable, Contractor shall comply with minimum wage rates as established by the [REDACTED] Department of Workforce Solutions, Labor and Industrial Division, and with all other applicable requirements of that Division, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

Independent Contractor: Neither the contractor or its employees are considered to be employees of the [REDACTED] for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the Town under the provisions of the Worker's Compensation Act of the State of [REDACTED] or to any of the benefits granted to employees of the Town as described in its Employee Personnel Manual.

Bribes, Gratuities and Kick-Backs: Pursuant to [REDACTED] reference is hereby made to the criminal laws of [REDACTED] which prohibits bribes, kickbacks, and gratuities, violation of which constitutes a felony, further, the Procurement Code [REDACTED] imposes civil and criminal penalties for its violation.

Change in Contractor Representatives: The Town reserves the right to request/require a

change in Contractor representatives if the assigned representatives are not, in the opinion of the Town, meeting its needs adequately.

Notice: The Procurement Code, [REDACTED] imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

Right to Publish: Throughout the duration of the contract term, the Contractor must secure from the Town written approval prior to the release of any information that pertains to the potential work or activities covered by this contract. Failure to adhere to this requirement may result in termination of the contract.

Ownership of Documents: All materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be the property of [REDACTED]. The original and one copy of all such documents shall be indexed and placed in appropriately labeled binders and delivered to the Town Executive Administrative Assistant at the conclusion or termination of the contract.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipts taxes and other deductions by law for any compensation received from the Town.

Indemnity: The Contractor agrees to defend, indemnify and hold harmless the Town and their officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought by the Contractor for or on account of any matter arising from the services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

ADA Requirement: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Town as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the Town, its officials, agents and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

Reports and Information: At such times and in such forms as the Town may require, there shall be furnished to the Town such statements, records, reports, data and information, as the Town may request pertaining to matters covered in this Agreement. (additional requirements may be added)

Establishment and Maintenance of Records: Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Town with respect to all matters covered by this Agreement. Except as otherwise authorized by Town, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided the Town as directed by the Town Manager.

Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The Town and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the Town Council.

Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Enforcement: In case of a dispute, the Contractor and the Town agree to divide all cost and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Workers' Compensation: The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Town.

Other Insurance: Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

Safety: Contractor shall abide by the policies, rules and guidelines required by the Town of Silver City employees when on Town property for the purposes of this Agreement.

Confidentiality: Contractor shall be bound by the confidentiality requirements of [REDACTED]. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Town Manager of the Governing Body of [REDACTED].

Conflict of Interest: The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the [REDACTED] Governmental Conduct Act and the [REDACTED] Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the Town.

Amendment: This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Entire Agreement: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the Town of Silver City.

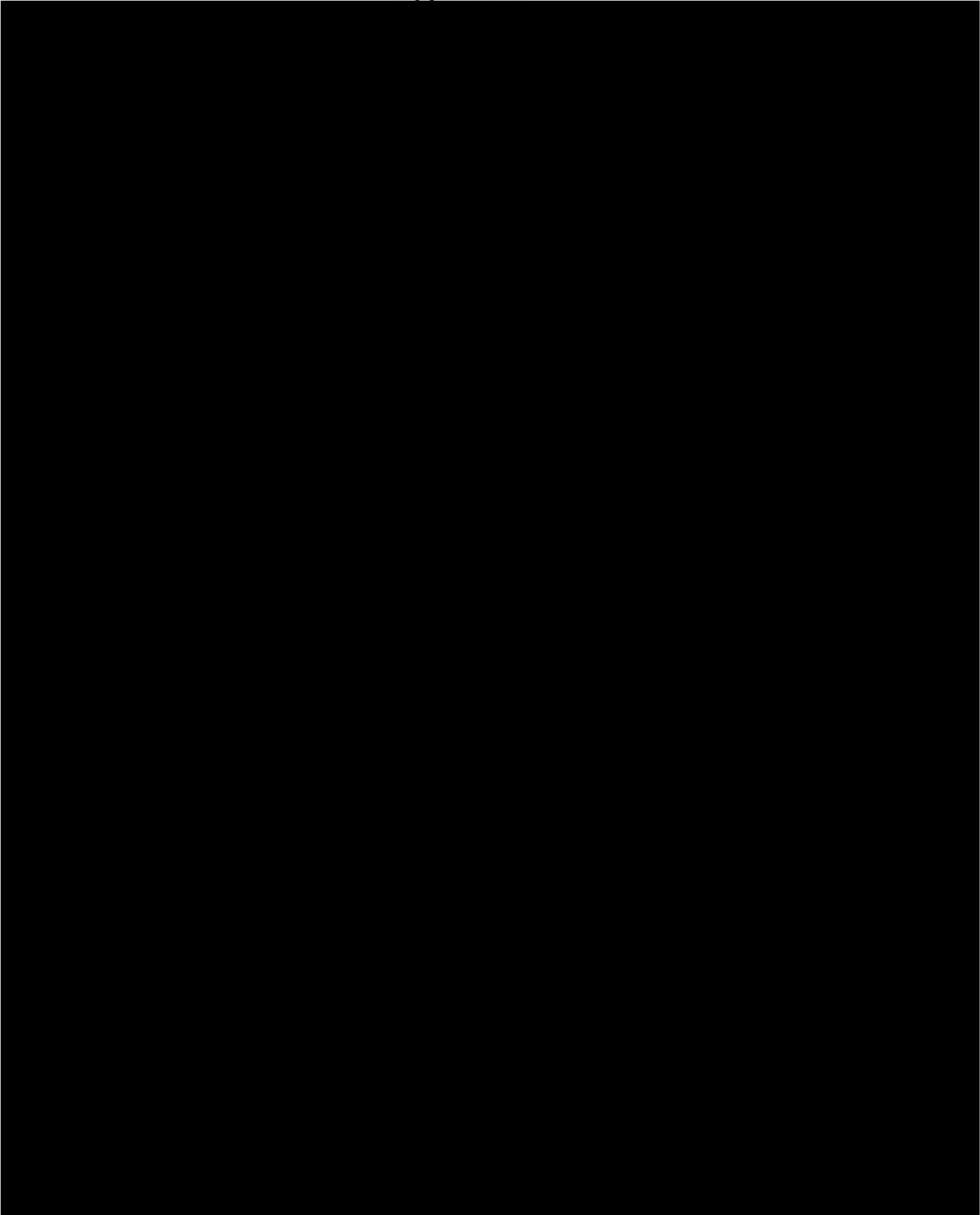
[REDACTED]

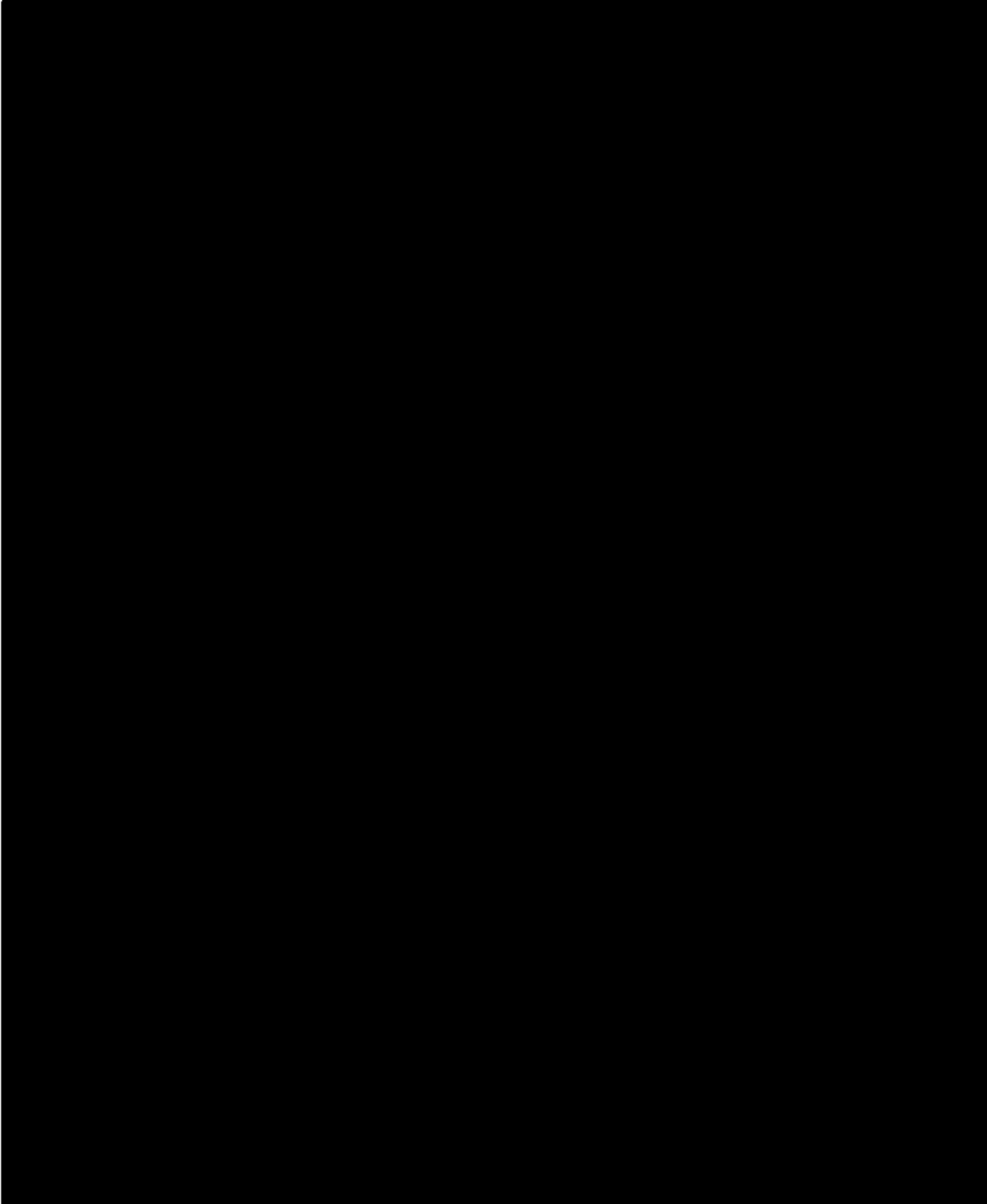
CONTRACTOR

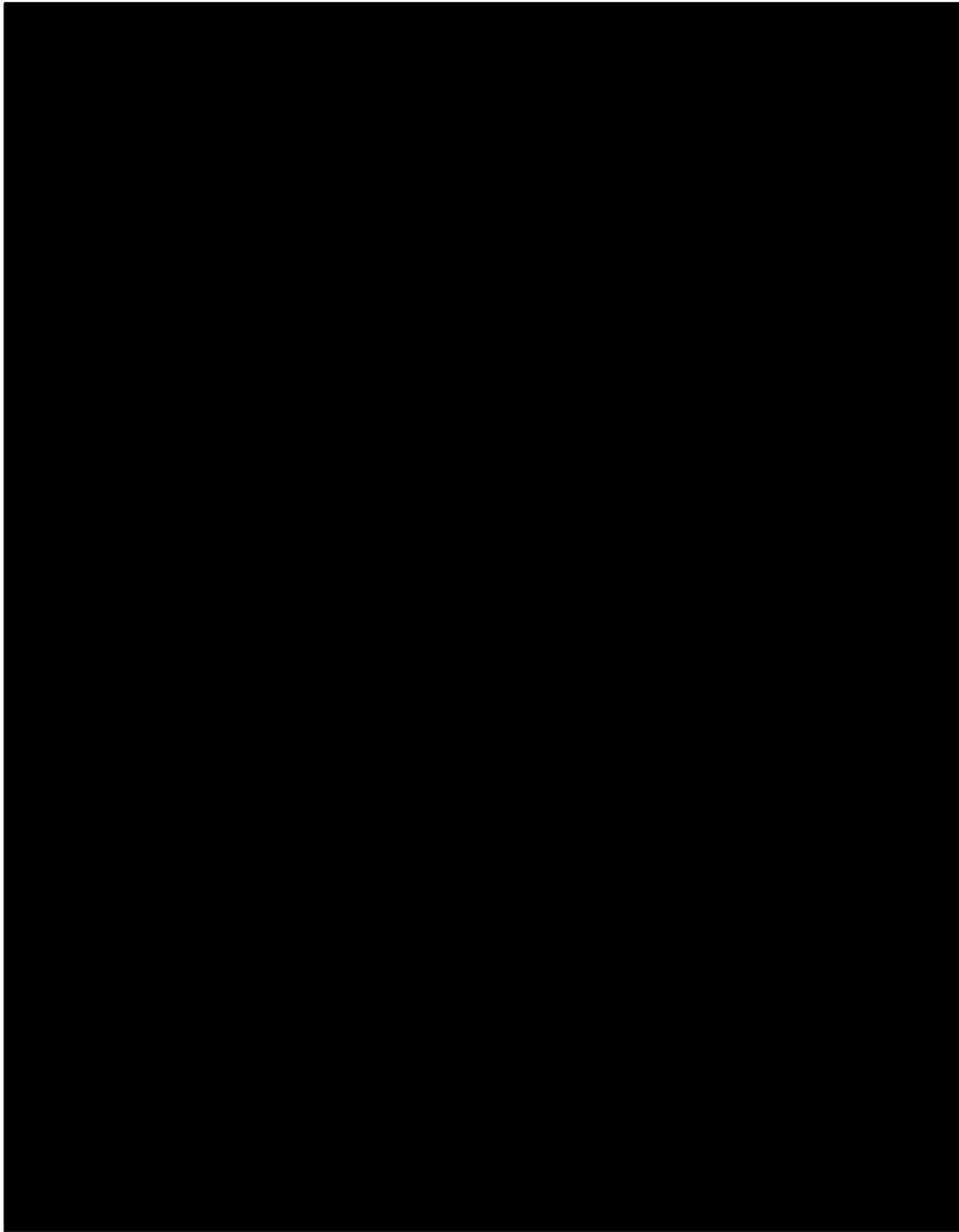
*****Address*****

[REDACTED]
Town Manager

Appendix C







RFP#15/16-1P
 Small Business Energy Audits
 Cost Sheet

<u>Description</u>	<u>Units</u>	<u>Price per Unit</u>	<u>Total Cost</u>
Contractor Preparatory Work	hrs		
Conduct Energy Audits	hrs		
Travel to Conduct Energy Audits	miles	\$0.45/mile	
Provide Training for Local Contractors	hrs		
Complete Reports	hrs		
Other Fees			
Total w/o GRT			

Submitted by: _____