
REQUEST FOR PROPOSALS

Via eProcurement System

RFP NO. 13-2023 ENERGY CONSULTING SERVICES

OPENING: APRIL 5, 2023 AT 11:00 A.M.

PRE-PROPOSAL CONFERENCE: MARCH 21, 2023 AT 11:00 A.M.

BUYER: Jennie Rittenhouse, CPPB

PHONE: 410-313-6378 ▪ EMAIL: jrittenhouse@howardcountymd.gov



HOWARD COUNTY, MARYLAND

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

<https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration>



Formal RFPs and RFP Results are available on our website

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

SECTION A**KEY INFORMATION SUMMARY**

RFP Number:	13-2023
RFP Name:	Energy Consulting Services
Buyer:	Jennie Rittenhouse
Pre-Proposal Conference Date:	March 21, 2023 at 11:00 A.M.
Pre-Proposal Location and Registration:	A meeting will be held virtually via WebEx. Please see PlanetBids for the meeting link. Please register by selecting the RSVP button in the eProcurement system (PlanetBids).
Questions Due and to Whom:	Questions due no later than 12:00 noon on March 23, 2023 Questions must be submitted to the Buyer via the County's eProcurement system.
Proposal Due:	April 5, 2023 PRIOR TO 11:00 A.M. EST
Agreement Term:	One year with 9 renewal options exercisable in one-year increments
Bid Deposit/ Performance Bond:	Not Applicable
EBO Subcontracting Participation:	15% EBO Subcontracting Goal

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Procurement and Contract Administration eProcurement system (PlanetBids) for updates to solicitations.

SECTION C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (when applicable, Addenda are available on the advertising website).
- 1.2 Agreement – The Request for Proposals documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders.
- 1.3 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications.
- 1.4 Buyer – The County’s Purchasing Representative for the resulting Agreement.
- 1.5 Certified Local Business – A business which has been certified by the County verifying its principal place of business in Howard County. Firms can register at <https://www.howardcountymd.gov/procurement-contract-administration/local-business-initiative>. In order to be considered a Certified Local Business for bidding purposes, eligible firms must be certified by the County prior to bid opening or must have submitted a completed certification application prior to bid opening, determining eligibility under the Local Business Initiative program.
- 1.6 County – Howard County, Maryland.
- 1.7 County Purchasing Agent – The Chief Administrative Officer for the County.
- 1.8 Contractor – Any offeror; most often the successful offeror.
- 1.9 Designee – Specifically appointed alternate signatory or decision maker.
- 1.10 Equal Business Opportunity (EBO) – The County’s minority business enterprise program.
- 1.11 Issuing Office – The Howard County Office of Procurement and Contract Administration.
- 1.12 Offeror – Any entity that submits a response to this solicitation.
- 1.13 Proposal – All information submitted by the Contractor in response to this solicitation.
- 1.14 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods.
- 1.15 Request for Proposals (RFP) – All documents identified in the Table of Contents, including any addenda.
- 1.16 Solicitation – The Request for Proposals.
- 1.17 User Agency – County department or office for which goods and/or services are being purchased.
- 1.18 Local Business Initiative – The County’s local business program. Refer to the following link for more information:
<https://www.HowardCountyMD.Gov/Departments/County-Administration/Purchasing>
- 1.19 Local Business – A Contractor that maintains its principal place of business in Howard County.

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent’s or Designee’s reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent’s or Designee’s judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which

the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.

2.7 The County reserves the right to include a proposal evaluation factor for up to 10% of the total evaluation points for Certified Local Businesses, based on the goods and services being procured.

3 COMPETITION:

3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.

3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.

4 PERIOD OF VALIDITY: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.

5 DELIVERY:

5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.

5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.

5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment or charged back to the Contractor.

5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.

6 GOVERNING LAW:

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

6.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

7 PROTEST: Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award

notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.

- 8 DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 9 AUTHORITY: Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 10 CASH DISCOUNTS: If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 UNIT PRICES: Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern, and the bid will be refigured accordingly.
- 12 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 PATENTS: If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15 AVAILABILITY OF FUNDS: The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 INTEGRATION AND MODIFICATION: This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon

any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

18 AGREEMENT:

18.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's Agreement may result in rejection of the proposal. The County will not accept any exceptions to the Agreement after the opening date and time of this solicitation.

18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

19 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

19.1 The County operates under a public information law, which permits access to most records and documents.

19.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification as to why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

20 COOPERATIVE PURCHASE:

20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.

20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

21 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

22 AWARD NOTIFICATION:

22.1 Award notification will be by U.S. Mail, e-mail, or a combination thereof.

22.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement, the completed EBO Schedule of Participation and a Maryland Registration Certificate of Good Standing.

23 TERMINATION:

- 23.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION D

SPECIFICATIONS

1 BACKGROUND:

- 1.1 The Baltimore Regional Cooperative Purchasing Committee (BRCPC) is a purchasing consortium consisting of county and local government jurisdictions in the Central Maryland region (hereinafter “BRCPC Entities”). In existence since 1968, BRCPC has purchased electricity cooperatively since deregulation of the Maryland power market began in 2000 and has purchased natural gas under the State of Maryland since the mid 1990's. During that period, most purchases for both markets have consisted of full requirements fixed rate pricing through a traditional government public bid process.
- 1.2 The purpose and mission of BRCPC is as follows: identify cooperative procurement opportunities; identify a lead buying entity to administer the cooperative procurement under their purchasing policy and procedures; save participants money, time and administrative burden through consolidation efforts; and share best practices and essential information.
- 1.3 In 2006, the BRCPC Entities evaluated the effectiveness of its electricity purchasing strategy and process since 2000 and consulted with a number of industry specialists. The BRCPC Entities concluded that its current municipal government procurement rules and regulations were not the most cost-effective procurement and risk management methods for procuring energy commodities. Accordingly, the BRCPC Entities developed and approved a new strategy for procuring electricity in the Maryland deregulated marketplace.
- 1.4 The strategy is based on purchasing electricity on an hourly (Locational Marginal Price –LMP) and fixed rate block purchasing structure. Energy price risk is managed in conjunction with an approved risk management policy. The BRCPC Energy Board members currently purchase their electricity through a dedicated PJM subaccount managed by a Licensed Service Provider or LSP. A LSP is a business entity licensed by the State of Maryland and authorized to operate in the BGE electricity service territory. The strategy was implemented in 2006 and each BRCPC Entity has contracted with a Maryland licensed Electric Supply Service Provider (“Supplier”) to enable it to access the hourly and fixed rate block markets. The supply and transmission costs directly attributed to BRCPC’s member accounts are applied to BRCPC’s sub-account through this method, streamlining the billing process.
- 1.5 All BRCPC Energy Board member accounts are enrolled in the subaccount by the LSP, energy is competitively procured for all metered consumption, and reported in the subaccount based on a combination of fixed rate wholesale block purchases and PJM hourly prices (at BGE zone) in effect during the reporting period. All other PJM charges (capacity, transmission, ancillary costs, etc.) associated with the accounts are passed thru the LSP to the subaccount at cost. The LSP bills the accounts based on pre-determined budgeted rates developed by the energy consultant and approved by the BRCPC Energy Board. Billing rates are adjusted periodically to true up billed vs. actual costs of the supply portfolio.
- 1.6 Presently the Energy Board makes forward purchases of 5 – 50 MW blocks of energy and basis (both as On-Peak Off-Peak and Around the Clock) over a rolling three-year time horizon. All remaining supply costs and other charges associated with electricity such as capacity, transmission, and ancillary charges are fully passed through to the members’ accounts.
- 1.7 The current strategy is for the Board to build price stability by avoiding a single point exposure, i.e., making a fixed price commitment for 100% of energy requirements at a single point in time. This is accomplished through a dollar cost averaging mechanism where fixed rate blocks are purchased for portions of consumption over time such that by six (6) months prior to the beginning of a fiscal year the maximum desired level of price stability has been established for that period. The level of the fixed price commitments will increase for each period as it draws

closer to the full commitment date (six (6) months prior to the fiscal year). The Board retains the flexibility to accelerate fixed block purchases when market opportunities arise and defer clock purchases when market prices are deemed unattractive or inflated. In general, this approach means that about 80% of the Board members' electricity consumption is locked in via future fixed rate block purchases ahead of any month.

- 1.8 BRCPC's Energy Board, through its subaccount, has obligations to purchase renewable energy for compliance with the Maryland's Renewable Energy Portfolio Standards. These are presently purchased from Board member related renewable projects with the balance being purchased by WGL through the PJM subaccount.
- 2 STATEMENT OF WORK: Howard County, Maryland, (the "County"), seeks a qualified firm (the "Contractor"), to furnish energy consulting services for electricity and natural gas procurements covered by this solicitation for Howard County and the other BRCPC Entities. Howard County and other BRCPC Entities may require additional energy consulting services during the term of this agreement.

- 2.1 The following jurisdictions are participating in this procurement for the following energy commodities, as members of the BRCPC purchasing consortium. Each jurisdiction will be contracting with the successful offeror separately as a result of the award of contract by Howard County, the lead jurisdiction.

2.1.1 Electricity: Estimated 3800 Accounts, annual purchases approximately 1.62 million MWhs

Anne Arundel County Government	Carroll County Government
Anne Arundel County Public Schools	City of Aberdeen
Anne Arundel County Community College	City of Annapolis
Baltimore City Government	City of Bowie
Housing Authority of Baltimore City	Harford County Community College
Baltimore County Government	Harford County Government
Baltimore County Libraries	Harford County Public Schools
Baltimore County Public Schools	Howard County Government
Community College of Baltimore County	Howard County Public Schools
Baltimore Museum of Art	Howard County Community College
Baltimore County Revenue Authority	Walters Art Museum

2.1.2 Natural Gas: Estimated 1150 Accounts, annual purchases approximately 2.5 bcf

Anne Arundel County Government	City of Annapolis
Baltimore City Government	City of Bowie
Housing Authority of Baltimore City	Carroll County Government
Baltimore County Government	Harford County Community College
Baltimore County Libraries	Harford County Government
Baltimore County Public Schools	Harford County Public Schools
Baltimore County Revenue Authority	Howard County Government
Community College of Baltimore County	Howard County Public Schools

- 2.2 The Contractor shall provide the following services to assist the BRCPC Entities in their procurement of electricity and natural gas:
- 2.2.1 Energy procurement strategy development and implementation.
 - 2.2.1.1 Gather market data and prepare all necessary market analysis to assist in the development of the energy procurement strategy, including renewable energy.
 - 2.2.1.2 Identifying risk profiles, time frames, and cost targets.
 - 2.2.2 Procurement of retail supplier to purchase electricity and natural gas on the wholesale markets.
 - 2.2.2.1 Data Collection: Historical electricity data for all of the accounts must be collected, checked for accuracy, compiled, analyzed and placed into a format that can be easily provided to all potential suppliers.
 - 2.2.2.2 Identify and Qualify Retail Suppliers: Identify all viable suppliers and put them through a pre-qualification process. This process will consider financial stability, ability to serve, review of existing arrangements/contracts, credit issues, day ahead purchasing capability/flexibility, contract terms and conditions and other criteria.
 - 2.2.2.3 Contracting and Implementation: Analysis, evaluating and recommendation to assist in selecting the supplier of choice.
- 2.3 Provide ongoing advice on energy commodity strategy and execution as the BRCPC Entities purchase electricity and natural gas directly in the wholesale markets.
- 2.4 Contract Performance Tracking and account reconciliation:
- 2.4.1 Contract Performance Monitoring: Monitor actual contract performance versus expected performance, impact of fixed price contracts and/or provider of last resort pricing. This will include analysis and monitoring of local distribution rates for impact on contract performance.
 - 2.4.2 Reporting: Provide quarterly reports for overall energy strategy performance and recommendations for any adjustments to energy procurement policy and strategy. Annual performance reporting shall be provided on a fiscal year basis. Reports will be provided in electronic and hard copy.
 - 2.4.3 Budget Projections: Provide forecast price and cost data and advise the BRCPC Entities the impact of hedging energy prices with fixed cost purchases. Prepare annual budgets and mid-year update.
- 2.5 Provide ongoing advice on renewable energy procurement, markets, and REC prices:
- 2.5.1 Advise on timing, structure, and size of renewable procurement, including Virtual Power Purchase Agreements, Off-Site Physical Power Purchase Agreements and Renewable Energy Credits.
 - 2.5.2 Assist in identifying viable suppliers and conducting relevant market research.

- 2.5.3 Advise on renewable energy goal realization, including decarbonization and setting time-based renewable goals that require matching energy demand with renewable energy produced.
- 2.5.4 Assist in evaluation of PPA bids, including economics of potential projects, transmission risk, carbon reduction, financial strength and potential regulatory issues.
- 2.5.5 Support integration of large-scale renewable energy supply with traditional retail electricity supply/contracts.
- 2.6 Energy Market Reports and Reporting: Submit current energy market information available via the web and also through a more customized reporting process. Preparation and presentation of a customized energy report package for the BRCPC meetings. The report package will include current forward market prices, comparisons to local utility default rates, market cost estimates for the electric and natural gas accounts, and current prices for renewable power purchase agreements.
- 2.7 The Contractor shall attend all meetings requested by the BRCPC Entities as a group or individually. The Contractor shall also provide all information and reports as requested by the BRCPC Entities or by each entity individually. The Contractor shall also attend the BRCPC Energy Board meeting once a month and present a report on the portfolio performance and activity for each energy commodity being procured by the BRCPC entities.
- 2.8 In the future, Howard County and the other Participating Entities may request that the Contractor provide energy consulting services for other energy commodities such as vehicle fuels, heating oil, and similar products as an addition to the original contract scope of work. Other energy consulting services may include, but not be limited to, any services related to demand load response programs, beneficial electrification, energy conservation, energy best practices, and any services related to energy demand and energy supply. Any and all energy consulting services may be included and provided under this Agreement. Howard County and the other Participating Entities, and the Contractor shall negotiate the additional scope of work and the pricing structure and shall enter into an amendment to this Agreement.

3 PRE-PROPOSAL CONFERENCE:

- 3.1 A pre-proposal conference will be held virtually via WebEx on the date and time specified in Section A to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals. Please see PlanetBids for the meeting link.
- 3.2 It is strongly recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 3.3 Please confirm attendance by selecting the RSVP button at the Pre-Proposal Meeting Information section in the eProcurement system.
- 3.4 If there is a need for language interpretation and/or other special accommodations, please advise Brian Lin at blin@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

4 INQUIRIES AND ADDENDA:

- 4.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be submitted to the Buyer via the County's eProcurement system (PlanetBids) no later than the date and time specified in Section A.
- 4.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Procurement and

Contract Administration's eProcurement system to obtain and acknowledge Addenda. Addenda, when issued, must be acknowledged within the eProcurement system.

5 **CONTRACTOR'S QUALIFICATIONS:**

- 5.1 Contractors must be engaged in energy consulting and must have been actively engaged in energy consulting for a period of no less than five years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.
- 5.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Agreement.
- 5.3 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the award. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

6 **BACKGROUND CHECKS AND INVESTIGATIONS:**

- 6.1 If a Contractor's employees are on-site in County buildings working without a County escort, each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
- 6.2 The Contractor shall assume the cost to have background checks completed for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and in-depth background checks referred to as "investigations". The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.
- 6.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be completed prior to assignment of a building.
- 6.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 6.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
- 6.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

- 7 **AGREEMENT PERIOD:** The Agreement period shall be for one year commencing on or about June 1, 2023 after approval and proper execution of the Agreement documents, with a renewal option for nine additional years in one-year increments, exercisable at the sole discretion of the County.

8 ESTIMATED ANNUAL CONTRACT VALUE: The estimated annual contract value group for this contract is C as defined by the schedule below:

- A - \$30,000 to \$75,000
- B - \$75,001 to \$100,000
- C - \$100,001 to \$250,000**
- D - 250,001 to \$500,000
- E - \$500,001 to \$1,000,000
- F - Over \$1,000,000

9 PRICE ADJUSTMENT:

- 9.1 Prices offered shall be firm against any increase for one year from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 9.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.
- 9.3 The County may entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Mid-Atlantic Consumer Price Index-All Urban Consumers (CPI-U), Baltimore-Columbia-Towson, MD, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* All written requests shall be issued to the Office of Procurement and Contract Administration and such requests shall include detailed justification for the price adjustment, as well as all countermeasures developed by the Contractor to offset cost increases. The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is granted, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 9.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

10 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

11 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add or delete services as may be deemed necessary by the County.

12 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:

- 12.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.
- 12.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 12.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.

- 12.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 12.5 The Contractor shall provide the County with Certificates of Insurance within ten days of award notification, naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in rejection of award by the County. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.
- 12.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 12.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 12.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.
- 13 METHOD OF ORDERING:
- 13.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 13.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.
- 14 EVALUATION OF OFFERS:
- 14.1 The County intends to make award to the responsible Contractor whose proposal represents the best value to the County.
- Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance:
- 14.1.1 Project understanding and approach
 - 14.1.2 Qualifications and technical competence of the staff based on résumés.
 - 14.1.3 Implementation and engagement strategy
 - 14.1.4 Past performance of a similar project
 - 14.1.5 Identification of risks associated with this project
 - 14.1.6 Summary of project plan
 - 14.1.7 Completeness of proposal.
 - 14.1.8 Price.
- 14.2 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions.

- 14.3 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 14.4 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.
- 14.5 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

15 BILLING AND PAYMENT:

- 15.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Public Works, Bureau of Facilities, 9200 Berger Road, Columbia, Maryland 21046. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
- 15.2 Each invoice shall include the following information:
- 15.2.1 Contractor's name;
 - 15.2.2 Address;
 - 15.2.3 Federal tax identification number;
 - 15.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
 - 15.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
 - 15.2.6 Contract line number;
 - 15.2.7 Unit price and extended price (unit price must match a contract line); and
 - 15.2.8 Description of goods provided and/or services performed.
- 15.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 15.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 15.5 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
- 15.6 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 15.7 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response.
- 15.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

SECTION E**SUBMISSION REQUIREMENTS****1 INSTRUCTIONS:**

- 1.1 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and uploaded into the eProcurement system prior to the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.2 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.3 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.4 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Procurement and Contract Administration eProcurement web site, PlanetBids.
- 1.5 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

2 PROPOSAL DOCUMENTS AND COPIES:

- 2.1 Contractors shall upload one original to the eProcurement system prior to the opening date and time specified in Section A. In accordance with Public Information/Proprietary/Confidential Information, Section C, Paragraph 21, it is the responsibility of the Contractor to clearly identify each part of its proposal that is confidential commercial or financial information by marking each pertinent page with large bold face letters stating the words “CONFIDENTIAL” or “PROPRIETARY”. Contractors must upload one entire version of the technical proposal as well as one redacted version of the same proposal.
- 2.2 The Contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential. The Contractor shall include a written statement as to the basis for considering the marked pages confidential. A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the County. Failure of the Contractor to appropriately designate confidential information in this manner will relieve the County of any obligation to protect this information as confidential.
- 2.3 Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the submission of the following documents:
 - 2.3.1 Technical Submittal
 - 2.3.1.1 Technical Proposal Cover Page
 - 2.3.1.2 Contractor’s Qualification Information
 - 2.3.1.3 Affidavit

2.3.1.4 Sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes:

2.3.1.4.1 Project Understanding and Approach: Provide a description of your firm's understanding of the project and a detailed scope of services. Discuss your firm's methodologies used and/or approaches taken to prepare and implement the study. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the County. Indicate how the resources of your firm will be allocated for this project (e.g., number and type of personnel allocated by hours).

2.3.1.4.2 Implementation and Engagement Strategy: Describe the firm's implement process and methodology to meet the solicitation requirements.

2.3.1.4.3 Organizational Chart and Personnel Qualifications: Provide a project staffing organizational chart listing proposed personnel assigned to this project. Include assigned duties and resumes for each individual listed. Resumes must list education, training, professional work experience, and a list of work performed comparable to that described within this RFP. Indicate in your proposal any portion of work that would be performed by a subcontractor.

2.3.1.4.4 Past Performance of Similar Projects: Past performance of project team on similar projects for Local, State or Federal agencies:

2.3.1.4.4.1 Provided required information for past performance;

2.3.1.4.4.2 Demonstrated ability to meet schedules;

2.3.1.4.4.3 Demonstrated ability to meet budgets.

2.3.1.4.5 Summary of Project Plan: provide a one-page summary of your proposed plan that addresses the specification in a brief cover letter summarizing the key points of the firm's proposal. The firm shall state why it believes it is qualified to provide the services included in the solicitation.

2.3.2 Cost File Submittal

2.3.2.1 Price Proposal Cover Page

2.3.2.2 Equal Business Opportunity Participation

2.3.2.3 Veteran-Owned Business Enterprise Program Form

2.3.2.4 Wage Requirement

3 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.