

**County of Nevada
IGS - Purchasing Division**



Request for Qualifications
For

Energy Conservation and Solar Energy Generation Projects

Date Issued: September 9, 2014

SOQ Submission Deadline:

Thursday, October 16, 2014; 3:00 p.m. Pacific Time

Mail SOQ To:

Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue, Nevada City, CA 95959

or

Hand Deliver SOQ To:

Nevada County Auditor/Controller's Office (2nd floor)
Eric Rood Administrative Center
950 Maidu Avenue, Nevada City, CA 95959

Mandatory Pre-Proposal Conference

Tuesday, September 30, 2014; 1:00 p.m. Pacific Time
at

Eric Rood Administrative Center
950 Maidu Avenue, Nevada City, CA 95959

1. SUMMARY

The Nevada County Purchasing Agent is requesting Statements of Qualification (SOQ) from all interested Energy Services Companies (ESCO) to plan, design, and implement energy conservation and maintenance projects.

The term “offeror” as used herein shall refer to providers submitting a SOQ in response to this Request for Qualifications (RFQ). The term “Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFQ.

An electronic copy may be downloaded from <http://www.mynevadacounty.com/nc/igs/purchasing> . Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to sandy.balzer@co.nevada.ca.us indicating “Energy Projects - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1747.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “SOQ – Energy Projects” and must include all elements described in the **SOQ CONTENT AND FORMAT REQUIREMENTS** section of this RFQ. One original and four (4) copies of the SOQ, plus a PDF copy on a CD or USB drive, must be delivered to one of the locations listed on page one (1) of this RFQ before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFQ. The County will not be responsible for a SOQ delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission.

A mandatory pre-proposal conference will be held at the Eric Rood Administrative Center at the date and time listed in the CONTRACT AWARD SCHEDULE. **Statements of Qualification will be accepted only from firms who had a representative in attendance and who signed in at the pre-proposal conference.** Questions and answers discussed at the conference will be documented and delivered to all potential offerors who have registered as described above. Questions or requests for clarification of this Request for Qualifications may be submitted in writing in advance of attending the pre-SOQ conference, but must be submitted no later than the date and time listed in the CONTRACT AWARD SCHEDULE. Responses to written questions will be included in the published responses to questions arising at the conference. The County reserves the right to decline to respond to any questions.

Any amendment or addendum to this RFQ is valid only if in writing and issued by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

Publish RFQ	September 9, 2014
Pre-Proposal Conference	Tuesday, September 30, 2014; 1:00 p.m. PST
Deadline for Questions	Friday, October 3, 2014 at 5:00 p.m. PST
SOQ Submission Deadline	Thursday, October 16, 2014 at 3:00 p.m. PST
Finalist Interviews (tentative)	Week of November 10, 2014
Selection of ESCO (tentative)	December 1, 2014

3. GENERAL CONDITIONS

- 3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their SOQ(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. Assurance: Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this

- project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
 - 3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
 - 3.5. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
 - 3.6. Costs will not be considered in evaluating SOQs. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach agreement on a contract with the selected offeror, the County will cease negotiations and begin negotiations with the next highest rated offeror from the SOQ evaluation.
 - 3.7. Nevada County reserves the right to:
 - Request clarification of any submitted information;
 - Set aside a SOQ for any irregularity including but not limited to missing information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue a similar RFQ in the future.
 - 3.8. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
 - 3.9. Pursuant to the County's Green Procurement and Sustainable Practices Policy, each offeror is requested to use recycled products and sustainable practices whenever possible in preparing its SOQ, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.
 - 3.10. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
 - 3.11. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination

as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

4. BACKGROUND

The County of Nevada owns several office buildings and other facilities, providing approximately 480,000 square feet of interior space. Facilities are located in and around the cities of Nevada City and Grass Valley and the Town of Truckee. In 2012, Nevada County adopted an Energy Plan that outlines its goals for reducing energy costs and carbon emissions, and for demonstrating community leadership in resource conservation. Those goals include implementing energy efficiency measures and evaluating opportunities for developing or utilizing renewal energy sources.

The County is interested in securing the services of a **U.S. Department of Energy-qualified Energy Services Company (ESCO)** to plan, design, and implement energy conservation projects and to develop solar energy generation systems at various facilities. Assistance in securing financing for these projects may also be required. The anticipated projects may include, but are not limited to:

- Solar installations, both ground mount and shade structure, providing approximately 2.5 megawatts of electricity at four or five locations.
- Interior and exterior lighting retrofit on a 280,000 square foot building.
- Other projects to include HVAC replacement, HVAC controls, water conservation, and roofing projects.

The County seeks to enter into an energy performance contract, whereby the payment of the obligation for goods and services provided is guaranteed by the ESCO under contract to be less than the energy cost savings attributable to the work performed for the term of the contract. However, nothing in this Request for Qualifications should be construed as an obligation on the County or the Offeror to enter into such a contract.

5. DESCRIPTION OF SERVICES REQUIRED

5.1. Overview of Services

- 5.1.1. Audit and Project Development Phase: The ESCO will be expected to perform a technical energy audit and project development planning. This phase will include an evaluation of the estimated costs and potential energy savings of a variety of energy conservation and solar power generation measures. The ESCO will recommend projects to the County on the basis of the audit. After consultation with the County as to which projects the County desires to undertake, the ESCO will develop a project plan that will be the basis for the next phase. The County would prefer that the costs of this phase be incorporated in the overall project costs, and that the County be invoiced separately for this phase of work only if a decision is made not to proceed with the recommended projects.
- 5.1.2. Construction and Implementation Phase:
 - a. Design and specification of energy efficient equipment and systems.
 - b. Equipment procurement.
 - c. Construction management.
 - d. Hazardous waste disposal or recycling.
- 5.1.3. Financing Phase: Identify and secure financing for the project, or cooperate with the County in securing financing.

- 5.1.4. Commissioning/Guarantee Monitoring Phase:
 - a. Commissioning of all installed equipment and systems.
 - b. Staff training on routine maintenance and operation of installed systems.
 - c. Monitoring and verification for measurement and reporting of the performance and savings from improvements.
 - d. Monitoring and reporting of emissions reductions.

5.2. Technical Requirements

- 5.2.1. A registered professional engineer in each trade must, at a minimum, review, approve, and sign design work done under the contract.
- 5.2.2. The County requires a minimum generated savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the County the amount of the shortfall necessary to pay for annual project financing and all related contract obligations.
- 5.2.3. The ESCO will be required to work with the County's building management and maintenance personnel in order to coordinate construction and provide appropriate training to County personnel. No equipment shall be installed which would necessitate the County hiring additional personnel.
- 5.2.4. The ESCO must provide three (3) sets of record drawings of all existing and modified conditions associated with this project, conforming to typical engineering standards. These should include architectural, mechanical, structural, and control drawings and operating manuals. Drawings must be compatible with AutoCAD LT 2014. Drawings must be provided to the County within 30 days of the completion of installation.
- 5.2.5. The ESCO will provide maintenance manuals and manufacturer product data for each installed system.
- 5.2.6. Upon the completion of the final contract, the ESCO shall provide the County a single comprehensive schedule of necessary preventative maintenance for all installations for the five (5) years following the contract closeout.

6. SOQ CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit an original plus four (4) copies of their Statement of Qualification (SOQ), plus a PDF copy on a CD or USB drive, to one of the locations listed on Page 1 of this RFQ.

SOQs shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment A)

The cover sheet must be signed by an owner, corporate officer, or agent authorized by the firm.

6.2. Description of Services, Background and Staff

6.2.1. Services

- a. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) available from your firm.
- b. Describe your general approach to auditing a facility. How will the County be involved in this process? What information and resources will be needed from the County? Submit with your response a sample technical audit conducted by your firm for a similar project. This audit must include detailed energy and economic calculations.
- c. Describe your firm's approach to the design and construction phase of the project.

- d. Describe your firm's approach to managing this project. Describe the schedule controls, change order controls, and project communication tools that will be employed.
- e. Describe the procedures and methodologies that you will use to calculate energy savings. Include assumptions made in the calculations. Describe the procedure that you follow to convert energy savings to cost savings.
- f. Describe how the guarantee provisions work in the event that project results vary from projections. Describe how excess savings can be documented.
- g. What cost escalator would you propose to use for PG&E electricity and gas? How do you justify that escalator?
- h. What is the current estimated market cost, per kilowatt, for a ground-mounted solar system and for a shade-mounted system?
- i. What is the warranty period and life expectancy of the solar power generating system that you would propose to install?
- j. Describe your approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with financing this project. Comment on how you would work with the County to utilize tax-exempt financing if appropriate, or other methods to keep financing costs to a minimum. Describe any known loan or grant programs that may be available to assist the County in financing the project.

6.2.2. Background and Experience

- a. Provide a list of ESCO projects that include implementation of photovoltaic solar systems completed for local governments in California within the past five (5) years. Include for each the dollar value of the contract, a description of the work performed and contact information for the listed government agencies. (Note: If this response is submitted by a branch office or division of a parent company, identify projects that have been managed directly by the specific branch or division.)
- b. Describe your experience in using the Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) program.
- c. Please describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.

6.2.3. Staffing

- a. Provide the names and describe the qualifications of the personnel who will comprise the project team. Provide resumes for key personnel.
- b. Provide an organization chart depicting how the firm would staff and structure the proposed team for all phases of the project. Include subcontracts as applicable.
- c. Describe the nature of the work that will likely be conducted by subcontractors and your process for securing subcontracted services. Describe your willingness to use local subcontractors or subcontractors specified by the County.
- d. Identify the location of the project office that will be the base for personnel assigned to this project.

6.2.4. Safety and Site Management

- a. Describe your firm's approach to managing worker safety.
- b. Describe measures that your firm takes to minimize the impact of project work that may be taking place at premises where ongoing owner operations are taking place.

6.3. Project Schedule: Propose a preliminary project schedule, including all phases of the project from feasibility analysis through commissioning.

- 6.4. Best Value Statement: Describe how your approach to energy performance contracting delivers the best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, local relationships and expertise, experience in similar types of facilities, knowledge of particular retrofits, etc.
- 6.5. Describe any utility rebates or other incentives that you can potentially provide and/or facilitate.
- 6.6. Sample Agreements: Provide samples of any agreements that you would propose that the County enter into to secure your services. The County reserves the right to negotiate terms and conditions.

7. SELECTION PROCEDURES

SOQs will be evaluated based on the following criteria:

<u>Criteria:</u>	<u>Possible Points</u>
Experience and track record in providing similar services to other local governments in California	40
Overall approach to providing services	20
Qualifications and accessibility of project team	20
Overall strength and stability of the firm	15
Other factors presented by the firm	5
Total	100 points

After an initial review and evaluation of each of the SOQs, the offerors submitting the most highly rated SOQs may be invited for interviews prior to final selection, to further elaborate on their SOQs. The County reserves the right to award a contract without holding interviews, in the event the written SOQs provide a clear preference on the basis of the criteria described.

When the most qualified offeror has been determined, the County intends to enter into agreement with the selected ESCO to proceed with the Audit and Project Development Phase.

The selected contractor will be required to meet the County’s insurance requirements and to post a performance bond and a labor and materials bond in the full amount of the contract.

No agreement with the County of Nevada is in effect until both parties have signed a contract.

8. INQUIRIES

Direct all inquiries regarding the SOQ process or SOQ submissions to:

Sandy Balzer, Buyer
 Nevada County Information and General Services
 950 Maidu Avenue
 Nevada City, CA 95959
 (530) 265-1747
sandy.balzer@co.nevada.ca.us

ATTACHMENT A: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this SOQ be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted SOQ.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date