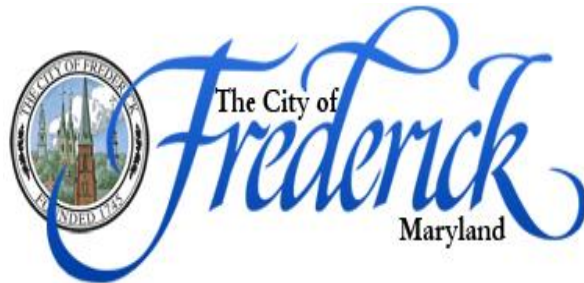


REQUEST FOR PROPOSALS



William Talley Recreation Center Energy Audit RFP 17-L

Due: March 3, 2017 by 3:00 p.m.

Keisha L. Brown, CPPB - Purchasing Manager
The City of Frederick
111 Airport Drive East
Frederick, MD 21701
klbrown@cityoffrederick.com
Phone (301) 600-1194
Fax (301) 600-3871

Issued: 2/2/17

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NOTICE TO PROPOSERS

AUTHORITY TO DISTRIBUTE RFP PACKAGES:

The City of Frederick Purchasing Office (website and e-Maryland Marketplace, if applicable) is the only entity which can provide an authorized RFP package to interested companies or individuals. Firms who are working from an RFP package obtained from any other source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.

Firms who have received the RFP package from a source other than the City Purchasing Office (website and e-Maryland Marketplace, if applicable) are advised to contact the office to receive instructions for obtaining an official RFP.

There may be one or more amendments or addendums to this solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to Purchasing. Please send this information via fax to (301) 600-3871 or by e-mail to klbrown@cityoffrederick.com. Purchasing will attempt to send amendments only to those firms that timely complete and return this form.

RFP number	17-L
Company name	_____
Mailing address	_____ _____ _____
Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

Amendments will be posted on The City Frederick Purchasing website.
<http://www.cityoffrederick.com/index.aspx?nid=251>. Check the Expanded Information page for the particular solicitation for any posted amendments.

The City of Frederick Government does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, or any other legally protected group in employment or in the provisions of services.

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REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that The City of Frederick is requesting sealed written proposals from qualified consultants for energy audit services at The City of Frederick's William R. Talley Recreation Center located at 121 North Bentz Street, Frederick, MD 21701. The evaluation process for this RFP will be based on both technical responses and total cost of project.

Capable Firms holding the qualifications stated herein are hereby invited to submit one (1) original, one (1) copy and one (1) electronic version (flash drive or CD) of the Proposal which is to include a Statement of Qualifications, Price Proposal and supporting documents to: The City of Frederick, Purchasing Department, 111 Airport Drive East, Frederick, Maryland 21701, Attention: Keisha Brown.

Nothing in this Request for Proposals shall create any contractual relationship between the City and respondents to this request.

Any questions pertaining to this RFP are to be submitted in writing to: Keisha Brown, CPPB preferably via e-mail at klbrown@cityoffrederick.com.

In the event of a situation severe enough to cause The City of Frederick Mayor and Board of Aldermen to close The City of Frederick offices for any reason, the Purchasing Manager has the prerogative of rescheduling the closing time and date. No Proposer will be considered above all other Proposers by having met the Proposal closing time and date requirements to the exclusion of those who were unable to present their Proposal due to a situation severe enough to cause the closing of City Offices.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in favor of The City of Frederick. The City is not responsible for returning late proposals. Proposers shall be responsible for verifying that the City has received their proposal. All submittals must be valid for one hundred and twenty (120) days from closing date. Proposers are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.

Proposers are strongly cautioned NOT to contact elected officials or members of the Selection Committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Proposers may be required to clarify their proposals by making individual presentations to the Selection Committee.

Proposals shall not be available for inspection until interviews, if scheduled, are completed and award has been made. After agreement execution, all proposals become a matter of public record and are available for inspection. Unsuccessful Proposers may request a debriefing on the strengths and weaknesses of their particular submission within 90 days following award. This will be accomplished in the form of a written report from the Selection Committee chairperson.

The City of Frederick will not assume any responsibility for any oral instruction, suggestion or interpretations. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or

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interpretation. Any material change will be submitted to all Proposers through issuance of a written RFP Addendum.

The City of Frederick reserves the right to reject any and all submittals or to waive any minor irregularities in the process. The City further reserves the right to seek new proposals when it is reasonably in the best interest of the City. The issuance of this RFP constitutes only an invitation to make presentations to The City of Frederick. The City of Frederick reserves the right to determine, at its sole discretion, whether any aspect of the Proposal satisfies the criteria established. In all cases, The City of Frederick shall have no liability to any responder for any costs or expense incurred in connection with this RFP or otherwise. Minority owned and operated businesses are encouraged to participate in the submission process.

This RFP will result in the submission of "Proposals" and "Qualifications." The evaluation and award process will be based on a combination of scored responses and fee. Therefore, the City may enter into negotiations with respondents and invite "Best and Final Offers" as deemed to be in the best interest of the City.

Negotiations may be in the form of face-to-face, telephone, email, facsimile or written communications, or any combination thereof, at the City's discretion. Proposals will be reviewed and evaluated by a Selection Committee. The successful respondent and Proposal must meet or surpass the minimum Scope of Work. The Selection Committee may request oral presentations from any or all respondents. The proceedings of the Selection Committee are confidential.

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Introduction and Project Background

The City of Frederick conducted a Greenhouse Gas study for its facilities, fleet and transportation, and non-combustion sources in 2015 through the University of Maryland Program for Action Learning in Sustainability. The study revealed that the Talley Recreation Center, also called the Frederick Armory, had high energy intensity and would benefit from an ASHRAE Level II audit to determine why the intensity is so high and to suggest actions for reducing the energy usage for the building. The City will use the audit to establish a priority list of efficiency retrofits and implement those as funding allows to help meet its energy reduction goal of 15 percent by 2018.

This audit was identified as a task for FY17 and is funded through the Sustainability CIP. Retrofit implementation will likely be funded through a CIP and grants, if available. The City's Sustainability Plan outlines several ways that Frederick is working toward reducing its energy usage. About 17 percent of the total energy usage is for buildings so much of the previous focus has been street lights, which are about 25 percent of the total usage. The City received Maryland Smart Energy Communities grant funds to retrofit some lighting in the Talley Recreation Center in 2015 and the HVAC was updated in 2016.

The Talley Recreation Center was built in 1913, is 22,665 square feet, and has multiple levels. It is in the City of Frederick's Historic Preservation Overlay and has a Maryland Historic Trust Easement. The Frederick Armory's Deed of Easement, recorded in 2001, protects the exterior of the Armory in its entirety, the interior of the main drill hall, and the surrounding .5316 acres of land. Interior changes outside the realm of the main drill hall may be made to the armory without MHT review and approval, however if the proposed interior work will have an impact on the exterior which MHT protects, then a review would be required.

ITEM I - SCOPE OF WORK

The selected Consultant's responsibilities shall be to perform, but may not be limited to, the basic services outlined below. The Proposer is encouraged to expand the definition of the scope of services in the proposal as deemed appropriate for adequate analysis.

1. *Collect, organize, and analyze energy data.* Identify detailed energy usage for the Talley Recreation Center. Data from mid-2013 through the present will be provided. Completed retrofits to date also will be provided.
2. *Conduct an on-site inspection.* Inspection of the building envelope characteristics and conditions for the Talley Recreation Center. Also, perform an assessment of all building systems, their efficiency, and operating condition.
3. *Analyze findings.* A complete analysis of energy usage data and system conditions must result in a report that outlines priority energy conservation and system improvement measures along with cost analysis for implementing those measures.
4. *Develop a priority report that outlines potential energy efficiency retrofits.* The report shall provide a comprehensive list of all energy conservation measures, including estimated installation costs and related energy savings. Following the report, staff will review and select projects from the prioritized list to be carried out with implementation

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funds, to be bid at a later date. All suggested projects should comply with The City of Frederick and Maryland Historic Preservation requirements.

The report shall include the following items:

- a. Estimated retrofit project cost
- b. Estimated energy usage reduction
- c. Estimated cost savings
- d. Estimated payoff period for selected retrofit projects
- e. Prioritized retrofit project list

ITEM II – PROPOSAL REQUIREMENTS

The Proposal must contain the following response items, arranged in the order set forth below, tabbed, and preceded by a table of contents.

1. Letter of Interest: Provide the name, address, and a brief history of your organization as well as a statement of your interest in the proposed project. Describe the strengths of your organization.
2. Statement of Work: State in succinct terms, your understanding of the project and scope of work presented by the RFP. Include a narrative description of the proposed effort and of the product that will be delivered.
3. Work Plan: Describe in narrative form, your plan for accomplishing the technical work (approach to the work) and overall coordination with the City and with the regulating agencies.
4. Project Team Organization: Provide an organizational chart showing the names and titles of staff members of your organization who have responsibilities related to this project. Submit professional qualifications and resumes of staff to be assigned to this project, including a description of their respective roles with your organization in the last five years.
5. Specialized and Past Experience: Provide a detailed description of no more than five projects your organization has completed in the last five years. Include only those projects completed by the staff described above. Include a reference /client point of contact (name, email address and phone number) familiar with each project, approximate project cost, and project start/completion date. If the project was not completed on schedule, state the reasons it was not.
6. Licensing: The Proposer shall list all applicable licenses and/or certifications held. The Proposer shall have extensive experience in providing the services associated with the project.
7. Quality Assurance/Cost Control Effectiveness: Outline existing methods of quality assurance and cost control, and address the ability of your organization to handle multiple projects concurrently.
8. Qualifications of Subcontractors: Provide resumes of any subconsultants that will participate in this project. While the City generally prefers the fewest number of subconsultants possible, given the complexity of this project and the need to address multiple disciplines, the use of subcontractors is not discouraged; however, subcontractors must be effectively integrated into a cohesive team.

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9. Additional Background (Optional): Include a maximum of five pages of information not included above that you deem useful and relevant to this project.

10. Price Proposal: The cost for services will be a time and materials, not to exceed price. A spreadsheet identifying hours, personnel and tasks shall be included with the technical proposal. Hourly rates for individual personnel shall be included with the cost proposal. This spreadsheet must be used in any request for progress payments based upon percentage of individual tasks completed.

11. Project Schedule and Timeframe: Consultant must provide a Project Schedule and Timeframe for completion of work.

ITEM III - GENERAL AND SPECIAL CONDITIONS

Late Submittals: Responses to this solicitation received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of submittals.

Completeness: All information required by the Request for Proposals must be supplied to constitute a regular, complete submittal.

Equal Employment Opportunity: The awarded Proposer shall certify that there shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex, national origin, age, marital status, veteran status, disability, sexual orientation, gender identity, genetic information, or any other legally protected group. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

Patents and Royalties: The Proposer, without exception, shall indemnify and save harmless the City of Frederick, Maryland and its employees, from liability of any nature or kind, including cost and expense for or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Frederick. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

Legal Requirements: All Bids, Proposals, and Agreements shall be governed by, interpreted and enforced in accordance with the laws of the State of Maryland. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

Disclaimer: The City of Frederick may accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or waive any formalities of or irregularities in the RFP process. The City also reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities in the best interest of the City. Proposals that are not submitted on time and/or do not conform to The City of Frederick's requirements will not be considered. The selection by The City of Frederick shall be based on

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the proposal, which is, in the sole opinion of the City, in the best interest of The City of Frederick. The issuance of this RFP constitutes only an invitation to make presentations to The City of Frederick. The City of Frederick reserves the right to determine, at its sole discretion, whether any aspect of the proposal satisfies the criteria established in this RFP. In all cases, The City of Frederick shall have no liability to any proposer for any costs or expense, incurred in connection with this RFP or otherwise.

Termination for Default: If Consultant defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default, the Mayor and Board of Aldermen may terminate this Agreement, in whole or in part, upon written notice without penalty to The City of Frederick. In such event the Consultant shall be liable for damages including the excess cost of procuring similar services: provided that if, (1) it is determined for any reason that the Consultant was not in default of (2) the Consultant's failure to perform is without his or his subconsultants control, fault or negligence, the termination will be deemed to be a termination for the convenience of The City of Frederick.

Termination for Convenience: The City may terminate this Agreement, in whole or in part, upon 30 days prior written notice when it is in the best interest of The City of Frederick.

If this Agreement is for supplies, products, equipment, or software, and so terminated for convenience by The City of Frederick, the Consultant will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Agreement is for services and so terminated, The City of Frederick shall be liable only for payment in accordance with the payment provisions of the Agreement for those services rendered prior to termination.

Reports, Drawings, Specifications, Etc.: The City, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records the consultant has in his possession which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Consultant shall be required to maintain all required records for a period of 3 years after final payment has been received and all other pending matters are closed.

Questions and Clarifications: All questions and requests for clarification regarding this RFP shall be submitted to the City Purchasing Department in writing (submission by email is preferred). No requests for additional information, clarification or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**

All questions or requests for clarification must be submitted ten (10) days prior to the due date and time set forth above. Questions or clarifications requested after such time will not be answered, unless the City elects, in its sole discretion, to do so.

The City's responses to questions or requests for clarification shall be in writing, and may be accomplished by an Addendum to this RFP. The City will not be bound by any oral communications, or written interpretations or clarifications that are not issued in writing or set forth in an Addendum.

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The City, in its sole discretion, shall have the right to seek clarifications from any Proposer to fully understand information contained in the Statement of Qualifications and to help evaluate and rank the Proposers.

Proposers shall be aware that the City reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Statement of Qualifications by contacting project references, accessing public information, contacting independent parties, or any other means. The City also reserves the right to request additional information from a Proposer during the evaluation of that proposer's Statement of Qualifications.

Any submission which is not received prior to the time and date specified will be rejected by the City as non-responsive. Any information provided to the City in any proposal or other written or oral communication by the Proposer will not be, or deemed to have been, proprietary or confidential, although the City will use reasonable efforts not to disclose such information to persons who are not employees except as may be required by law.

Not Obligated for Costs of Proposing: The City of Frederick assumes no obligations, responsibilities, and liabilities, fiscal or otherwise to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Proposer.

Contract Description:

The City of Frederick will enter into an agreement with the Consultant to perform activities as outlined in this RFP. Under this agreement, the actual scope of work may be more fully developed under a cooperative effort between the selected Consultant and the City Project Manager.

All designs, reports, drawings, etc. developed by the Consultant shall become the property of The City of Frederick upon completion of the work program, or termination of the contract.

Assignment of Agreement: This Agreement may not be assigned in whole or in part without the written consent of The City of Frederick.

Proprietary Information: It is the responsibility of each Proposer to clearly mark any part of his proposal considered to be of PROPRIETARY OR CONFIDENTIAL nature. Proposers shall not mark sections of their proposal as proprietary or confidential if they are to be part of the award of the Agreement and are of a "material" nature (i.e. prices).

Authority to Bind Firm in Agreement: Proposals MUST give full firm name and address of the Proposer. Failure to manually sign the proposal will be cause for disqualification. Person signing the proposal shall show title or authority to bind his firm in an agreement. Firm name and authorized signature must appear on Proposal in the space provided.

Hold Harmless Clause: Consultant shall indemnify, protect, defend, and hold harmless the City, the City's representatives, and their respective officers, directors, elected and appointed officers, officials, partners, employees, and agents ("City Indemnitees") from and against all liability, claims, demands, damages, losses, liens, causes of action, suits, judgments, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees and costs of defense), of any nature, kind, or description claimed, asserted, or prosecuted by any person or entity whomsoever, to the extent caused by: (i) the negligent, acts, errors, or omissions, by Consultant, its agents, partners, employees and sub-consultants, anyone directly or indirectly

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employed by them or anyone for whose acts they may be liable, or (ii) the material breach of this Agreement, except to the extent that any claims or damages are caused by the negligence, willful misconduct or material breach of this Contract by the City Indemnitees. This indemnity obligation shall survive the termination or expiration of this Agreement, but shall not otherwise extend any applicable statute of limitations or statute of repose. This indemnity obligation shall be in addition to, and not in lieu of, any and all other liability which the Consultant has or may have to any party indemnified hereunder or to third parties as a matter of law. Consultant's obligations hereunder shall not be limited by any insurance coverage required by this Agreement.

Professional Liability Insurance: The Selected Proposer shall agree to maintain Professional Liability or Errors and Omissions Liability Insurance at a limit of liability not less than \$1,000,000 per incident or per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but not the obligation to review and request a copy of Proposer's most recent annual report or audited financial statement. For policies written on a Claims-Made basis, the Proposer warrants the retroactive date equals or proceeds the effective date of this contract. In the event the policy is cancelled, non-renewed, transferred to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a supplemental Extended Reporting Endorsement during the life of this Contract, the Proposer shall agree to purchase an Extended Reporting Endorsement (or "Tail") with a minimum reporting period of not less than three years and to notify the City. If this policy is maintained without change during the life of this contract and the Extended Reporting Endorsement is not purchased, the Proposer warrants that this Claims Made coverage will be renewed for a minimum of three years after the completion of the project with the same retroactive date as that used at the onset of this project.

Payment: Each invoice submitted for payment shall reflect the percentage of work completed and a detailed description of the work completed. Invoices will be subject to verification and approval by the Project Manager.

ITEM IV- REVIEW AND APPROVAL PROCESS

Following initial evaluation of the proposals, the City may elect to schedule Proposers for formal interviews and/or presentations.

The following criteria and point system will be used by the Selection Committee to choose the proposal most advantageous to the City:

1. Qualifications
 - a. Experience in conducting ASHRAE Level II Audits (20 points)
 - b. Experience in conducting audits on historic structures (20 points)
 - c. Experience of key staff assigned to the project (20 points)
2. Project Management
 - a. Necessary tools to conduct audit (15 points)
 - b. Adequate timeline to complete audit (15 points)
3. Price (10 points)

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In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposal based on the firms' qualifications. If these scores are also tied then the Committee would break the tie by taking the highest scoring proposal based on the total cost of the project.

infostores

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PROPOSER'S CERTIFICATION

I have carefully examined the Scope of Work, and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the services specified in the Request. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the City adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its act and deed and that the company shall be ready, willing and able to perform if short listed and pre-qualified.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of the City of Frederick or any other Proposer is interested in said proposal, and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER AND EMAIL

Sworn to and subscribed before me
this _____ day of
_____, 2017

Notary Public

State of _____

My Commission Expires: _____

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PROPOSAL FORM

All work is to be completed in accordance with the specifications provided in the RFP and Agreement. This proposal shall include all incidentals for a turnkey operation.

Total Cost of Project Not to Exceed \$_____ (in numbers)
_____ (written words)

NOTE: Addendum Received: #_____ #_____ #_____

The undersigned swears that the foregoing statements are true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

I have read and understand the requirements of this Request for Proposals and agree to provide the required services in accordance with this request and all attachments, exhibits, etc.

Firm/Company: _____ Signature: _____

Title: _____

Date: _____

Address: _____ City/State: _____ Zip: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail _____

State of _____ County of _____

On this _____ day of _____, 20____, before me appeared

_____, to me personally known or properly identified, who, being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by _____ (Name of firm) to execute the affidavit and did so as his/her free act and deed.

Notary Public
My Commission Expires: _____

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CITY OF FREDERICK AFFIRMATIVE ACTION DATA FORM

The City of Frederick is pursuing an Affirmative Action program to insure equal opportunity in its project bidding and awards practice. We are asking you to help us in this effort by completing the Applicant Affirmative Action Data Form below. Completing the Data Form will assist us in monitoring the effectiveness of our program. **THIS FORM WILL NOT BE USED TO DISCRIMINATE IN ANY WAY IN THE PROJECT BIDDING OR AWARD PROCESS.** The completion of this form is required for your participation and consideration. Your cooperation is appreciated. Thank you.

- (1) Project: _____
- (2) Date: _____
- (3) Name of Proposer: _____
- (4) Type of business entity:
 - (a) _____ Individual
 - (b) _____ Sole Proprietorship
 - (c) _____ General Partnership
 - (d) _____ Limited Partnership
 - (e) _____ Limited Liability Company
 - (f) _____ S-Corporation
 - (g) _____ C-Corporation
 - (h) _____ Professional Corporation
- (5) PERCENTAGE OF OWNERSHIP INTEREST:
(i.e. 1% - 100%)
 - (a) BASED ON ETHNIC ORIGIN:
 - (1) _____ % White
 - (2) _____ % Black/African-American
 - (3) _____ % Hispanic
 - (4) _____ % Asian
 - (5) _____ % American Indian or Alaska Native
 - (b) BASED ON GENDER:
 - (1) _____ % Male
 - (2) _____ % Female

NOTE: Ethnic origin is defined by the Federal Equal Employment Opportunity Commission as follows:

White -- (Not of the Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black -- (Not of the Hispanic Origin) All persons having origins in any of the black racial groups of Africa.

Hispanic -- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islanders -- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

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ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

- (1) I am the _____ and duly authorized
(Title)
representative of the firm of _____ whose address is
_____ and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph (3) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents directly involved in obtaining contracts with the City of any county, bi-county agency, or subdivision of the state have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.
- (3) Except as described in Paragraph (4) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents has made payment to or provided loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties. I further acknowledge and understand that it is unlawful to make payment or to provide loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties and that violation of this provision is a misdemeanor punishable by a fine of not more than four hundred dollars (\$400.00), or imprisonment for not more than ninety (90) days, or both.
- (4) State "none" or, as appropriate, list any conviction, plea, or admission described in Paragraphs (2) and (3) above, with the date, court, official, or administrative body; and the sentence or disposition (if any):

I acknowledge that this affidavit is to be furnished to the requesting agency.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 160 of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of, or have admitted to, bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the state or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Date

Printed or Typed Name

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN

PROCEDURE USED TO REQUIRE CONTRACTORS TO IDENTIFY DBE'S
All bids shall include a Disadvantaged Business Enterprise Regulation Bid Solicitation Form, which is attached hereto.

**DISADVANTAGED BUSINESS ENTERPRISE
REGULATION**

BID SOLICITATION

The bidder shall make good faith efforts to subcontract a portion of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (i.e. DBEs). In the event that the bidder for this solicitation qualifies as a DBE, this effort shall be deemed to have been met. Individuals who are unquestionably presumed to be socially and economically disadvantaged include Women, African-Americans, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBE's who will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to provide DBE participation in the contract, documentation will be required from the bidder demonstrating that good faith efforts were attempted by the bidder. A bid that fails to meet these requirements will be considered nonresponsive.

Acknowledgment Signature

Date

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**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION FORM**

The City of Frederick has adopted a Disadvantaged Business Enterprise (DBE) Plan in recognition of the importance and responsibility of awarding contracts to those businesses socially and/or economically disadvantaged. The DBE Plan requires the bidder to make good faith efforts to subcontract a portion of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (i.e., DBEs). A copy of the City of Frederick's Disadvantaged Business Enterprise (DBE) Plan is available at the Purchasing Department, 111 Airport Drive East, Frederick, Maryland 21701 and on The City of Frederick Purchasing Website.

In accordance with the requirements of the DBE Plan, please provide the following requested information. Completion of this form is required for your participation and consideration in the contract award process.

- (1) PROJECT: _____
- (2) DATE: _____
- (3) NAME OF PROPOSER: _____
- (4) IS BIDDER A CITY OR STATE CERTIFIED DBE? SUPPLY
CERTIFICATION NUMBER _____
- (5) NAME AND ADDRESS OF EACH DBE WHO WILL PARTICIPATE IN
THIS CONTRACT:

- (6) DESCRIBE THE WORK TO BE PERFORMED BY EACH OF THE
DBEs:

- (7) DOLLAR AMOUNT OF YOUR BID: _____
- (8) DOLLAR AMOUNT OF EACH DBEs CONTRACT: _____

- (9) **IF A DBE IS NOT PARTICIPATING IN THIS CONTRACT, YOU
MUST STATE WHAT GOOD FAITH EFFORTS WERE
ATTEMPTED TO INCLUDE DBE PARTICIPATION.**

(This information shall include a list of the businesses/firms/suppliers that were contacted to participate in your submittal for the contract. Please list the name of company, contact person and phone number. Additional documentation may be

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attached to this form showing that the bidder had made good faith efforts to include DBE participation.)

AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Signature: _____

Name: _____

Title: _____

Date: _____

State of Maryland

County of _____

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by

_____ (Name of firm) to execute the affidavit and did so as his or her free act and deed.

Notary Public

My Commission Expires: _____