

**TOWN OF GUILFORD
REQUEST FOR QUALIFICATIONS
RFQ/P #3-1516**

**THIRD PARTY ENERGY SAVINGS PERFORMANCE CONTRACTING
CONSULTANT
FOR
THE TOWN OF GUILFORD MUNICIPAL AND SCHOOL BUILDINGS**

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I.

LEGAL NOTICE

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The Town of Guilford (“Owner”) requests Statements of Qualification for a **Third Party Energy Savings Performance Contracting Consultant** (“ESPC Consultant”) to serve as Owners Representation for the Town of Guilford municipal and school buildings and properties – subsequently identified as the “Project”. The Owner is seeking engineering and management services to maintain and improve the energy infrastructure serving the Town.

Hard copies of the complete Request for Qualifications package will be available on Thursday January 14, 2016 at the Office of the First Selectman or may be accessed from the Town of Guilford website at www.ci.guilford.ct.us and the State Department of Administrative Services (DAS) procurement website.

Respondents are required to submit two double-sided copies and one electronic copy of a sealed Statement of Qualifications by no later than Friday January 29, 2016 at 2:00 p.m. at the Office of the First Selectman, Second floor, 31 Park Street, Guilford, marked “ RFQ/P#3-1516 Energy Savings Performance Contracting Consultant- “Time Sensitive”. Statements of Qualifications received after that date and time will be rejected.

The Town of Guilford reserves the right to reject any or all Statements of Qualifications, or waive defects in same, if it deems such to be in the best interest of the Town of Guilford. Questions regarding this Request for Qualifications should be by email or writing only and be directed to Cliff Gurnham, Director of Operations (Schools) at gurnhamc@guilfordschools.org and the Town at millmanp@ci.guilford.ct.us. The Town will post addendums on the Town website and the DAS procurement website to respond to such inquiries.

Upon the evaluation of the qualifications of respondents, the selection committee will request specific service fee proposals from a short list of Respondents in accordance with the provisions of this Request for Qualifications.

Joseph S. Mazza
First Selectman

Publish one time only in the New Haven Register under LEGAL Notices on Thursday January 14, 2016

II. PROJECT DESCRIPTION

The Town of Guilford operates and maintains the energy infrastructure for municipal buildings and school buildings listed on Attachment A, and Municipal Street lighting, through two Town agencies: the municipal Facilities Department and the schools' Office of Operations & Facilities. A list of municipal and school buildings is attached. While these Town agencies are fully capable of operating and maintaining existing energy infrastructure, specialized services are needed to enhance the overall energy and cost performance of the Town's energy infrastructure and the buildings that it serves. Consequently, the Town is seeking qualified Energy Savings Performance Contracting Consultant ("ESPC Consultant") who will be able to collaborate with the Town agencies to solicit an Energy Savings Performance Contract ("ESPC") with an Energy Service Company ("ESCO"). Collectively, the three entities (Town, ESPC Consultant, and ESCO) shall assess, update, and generally improve the Town's energy infrastructure portfolio.

At this time, the Town of Guilford requires a firm that has demonstrated specialized experience and knowledge to ensure that the greatest value is received through energy work completed with an ESCO through an Energy Savings Performance Contract. The ESPC Consultant must guarantee that Guilford will not incur any out-of-pocket expenses and that the identified project energy savings will be realized throughout the guarantee period. Further, the ESPC Consultant will not receive payment for services rendered unless or until Guilford signs a contract with an ESCO. Only at that time will the ESPC Consultant be eligible to submit a partial payment request which will be funded entirely by the ESCO.

III. SCOPE OF WORK

The scope of work for needed services shall be as described in this RFQ, and shall be further defined at the time of solicitation for specific service proposals.

The ESPC Consultant will provide services to identify the scope of an ESPC, select an ESCO in accordance with the Town Purchasing Policy and state laws, supervise and review the design, formulation, and implementation of energy saving measures, and verify substantial completion and actual energy savings of work. More specifically, The ESPC Consultant will provide the following **Core Services** and optionally **Value Added Services** as listed below:

Core Services

Phase 1

1. Evaluate all Municipal and School facilities for potential performance contracting projects with preliminary energy assessment.
2. Assist the Town in preparation of a Request for Proposal for an Energy Savings Performance Contract within the bidding requirements set forth in Town's Purchasing Policy. Prepare addendums to RFQ to be issued by Town Purchasing Department to respond to inquiries of respondents. Ensure that the RFP attracts competitive and qualified ESCOs and includes energy savings measures preferred by the Town.
3. Compile and organize existing utilities information.
4. Compile and organize related Municipal and School background information that may currently exist, such as building drawings, operations and maintenance issues, previous energy performance reports, etc.

5. Assist in the preparation and lead the ESPC pre-proposal conference and Q&A.
6. Assist in the preparation and lead the ESPC facility tours.
7. Prepare a summary of ESCO responses to the RFQ, including detailed evaluation of the financial, technical, and energy savings aspects of the proposals received.
8. Advise the Town in the evaluation and selection of an ESCO.
9. Assist the Town in obtaining financing to ensure that no out-of-pocket expenses are incurred, including advising on financing options offered by the State.

Phase 2

1. Coordinate and supervise the ESCO in the preparation of a detailed Investment Grade Audit and the development of site specific work to be performed.
2. Review the Investment Grade Audit, including baseline calculations, energy model review, price review and mark-up percentages, review of energy and operation cost saving measures including commissioning and training provisions proposed.
3. Prepare a memorandum evaluating the Investment Grade Audit for the Town.
4. Assist the Town in preparing and reviewing a contract between the Town and the ESCO that reflects the scope of work included in the Investment Grade Audit and ensures that the Town is free from cost and liability throughout the term of the project.
5. Act in advisory role during contract negotiations.
6. Coordinate and supervise the preparation of design documents (plans and specifications) that reflect the scope of work included in the Investment Grade Audit. All plans, specifications, and applications shall be prepared and submitted in accordance with all applicable regulatory agency requirements. The ESPC Consultant is responsible for project submission and approval by applicable agencies, such as, without limitation, the historical commission and planning and zoning commission, as applicable.
7. Provide construction administration services to ensure project is completed in accordance with approved plans.
8. Monitor all system commissioning.
9. Serve as primary point of contact during design, formulation, and implementation of project.
10. Ensure that all project documentation and close-out activities are completed, including all guarantees, rebates, training, equipment manuals, and other contractual requirements.
11. Lead quality control activities of ESPC Measurement & Verification Plan. This is critical to the performance contract because it provides the basis for the energy savings guarantee and debt service payment. The ESPC Consultant will, for a period of 36 months after substantial completion, evaluate actual energy savings realized by the ESPC. If the guaranteed energy savings are not realized, the engineer will assist the District to recover the shortfall from the ESCO.
12. Provide additional assistance in the design, contractual structure, implementation, and management of the ESPC per requests from the Town.

Value Added Services

Additional services in support of long-term, proactive energy management across Municipal and School facilities.

1. Collection of Town energy use data including energy costs, energy consumption and related carbon emissions data into a single repository.
2. Automation of collection of Town energy use data.

The actual energy infrastructure projects to be bid and implemented are to be performed at the discretion of the Town Board of Selectmen and Board of Education and as recommended by the Guilford Energy Task Force (GETF).

IV. TIMELINE OF THE RFQ PROCESS

The following RFQ/RFP timeline has been *tentatively* established:

<u>Event</u>	<u>Date</u>
Legal Notification of RFQ Release:	Thursday, January 14, 2016
Statements of Qualifications Due:	Friday, January 29, 2016
Notification of RFP & Interviews:	1 st Week of February 2016
RFP Responses Due ¹ :	date to be determined in 1 st & 2 nd week of February 2016
Interviews of Selected Firms:	1 st & 2 nd Week of February 2016
Opening of Fee Statement:	after last interview (same meeting as last interview)
BOS vote on recommendation:	February 15, 2016 BOS (regular meeting)

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained or referenced in this RFQ should be emailed to Cliff Gurnham, Director of Operations (Schools) at gurnhamc@guilfordschools.org and the Town at millmanp@ci.guilford.ct.us by no later than **Monday, January 25, 2016 by noon**. No phone calls will be accepted.

V. SUBMISSION OF QUALIFICATION STATEMENTS

General Requirements: Qualification response packages shall provide a straightforward, concise description of the ESPC Consultant’s ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Town’s energy infrastructure. Submittals shall be double-sided, include a “Table of Contents”, clearly tabbed for each part of the requirements listed below, and limited to the number of pages indicated per section.

A. Letter of Interest (limit: 1 page)

A letter of interest providing a brief background of the ESPC Consultant, the ESPC Consultant’s interest in the Town’s needs, and how it satisfies the Qualification Criteria listed in Section VI. A cover letter should introduce the submission. Respondents shall submit two double-sided copies and 1 electronic copy (1 compiled Adobe PDF file) of their submittals. Respondents’ submissions shall include tabbed sections as follows:

¹ Respondent shall submit its fee proposal in a separate sealed envelope that will be opened publically after the interviews have been conducted.

B. Company Information (limit: 1 page) –

The ESPC Consultant shall provide a brief summary of its company, including the following information:

- Name of company and parent company, if any;
- Names, titles, reporting relationships, and background and experience of the principal members of the company, including officers. Indicate which individuals are authorized to bind the company in negotiations with the Town of Guilford;
- Name of company primary areas of service;
- Address of principal office and office from which the Project will be managed;
- Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Town;
- Legal form of ownership. If a corporation, where incorporated; and
- Years engaged in above services under its present name.

C. Relevant Experience and References (limit: 5 pages)

Provide descriptions of three (3) similar projects for which the ESPC Consultant has provided similar services along with references and contact name(s) and information. The description of each project should include pertinent information such as the project type, size, and scope of work performed and any pertinent features, as well as Owner for each such project. Also include information regarding the ESPC Consultant’s qualifications with respect to the Review Criteria listed in Section VI of this RFQ.

Finally, present the experience of Key Personnel (see Requirement of Section VI) to the ESPC Consultant’s relevant experience using a matrix format. Include the above three projects in the Matrix. (See sample matrix format below that has project numbers across the top and the key personnel and their titles down the left column).

		Project:						
		1	2	3	4	5	6	7
Jane A. Smith	Prime SEC	X		X				
Joseph B. Williams	Chief Mech... Engineer	X	X	X	X			
Tara C. Donovan	Mech. Engineer	X	X		X			

D. Team Format (limit: 1 page)

Provide details on any services that will not be provided in-house. If consultants are to be proposed for use in response to this RFQ, please provide names of any and all consultants; named consultants may not be changed without prior notice and approval of the substitution by the GETF. Provide details on any prior work with the named consultant(s), and include them in the Matrix in requirement C.

E. Experience of Key Personnel

Provide a list of the key personnel (1 page per person) to be assigned to the Project (including consultants, if applicable), a brief description of the work they will perform,

and list them in the Matrix, The location of the office to be used by key personnel listed shall be indicated. Resumes of the key personnel (including consultants) who will be directly involved in the Project shall be included. Said resumes shall state at a minimum:

- Current job title, responsibilities, and type of work performed, and time at current firm
- Educational background, academic degrees, professional associations
- Experience on projects similar to that described in this RFQ

F. Technical Competence (limit: 3 pages)

Provide information on prior projects that demonstrates the Respondent's ability to adhere to Project schedule and budget. Provide data from the three reference projects.

G. Project Approach and Methodology (limit: 2 pages)

Provide a description of the proposed approach to the Project, including the identification of any unusual circumstances or anticipated problems and proposed solutions. The information will be used by the GETF to assess the ESPC Consultant's understanding of the Project and its methodology. The Request for Proposal will provide an opportunity to expand on this subject.

H. Default and Litigation (limit: 1 page)

Have you ever failed to complete any work awarded to you? Have you ever defaulted on a contract? If so, when, where and why? Describe any pending litigation in which your firm may be involved.

I. Workload Statement (limit: 1 page)

Provide details on your current and future workload and ability to provide this Project the attention it requires between now and scheduled completion date.

J. Additional Information (limit: 2 pages)

Please provide any other information that you believe would be important and pertinent to the selection committee.

VI. METHOD OF SELECTION/CRITERIA FOR AWARD

A. The Respondents will be evaluated on its qualifications by the selection committee using the following criteria:

- a. **Specialized Experience and Technical Competence**
- b. **Professional Qualifications:** The respondent shall demonstrate that:
 - i. It has registered professional personnel in the key disciplines, including but not limited to Mechanical Engineer.
 - ii. The evaluation will consider education, training, registration, overall and relevant experience, and longevity with the firm.

The Town reserves the right to reject respondents, at its sole discretion, when it appears that a significant portion of the anticipated work cannot be performed in-house.

- c. **Capacity of the Firm:** The evaluation will consider the ESPC Consultant's experience with similar projects and available capacity of key disciplines required to perform the work within the required time frames established.
- d. **Knowledge of the Locality:** The firm should have considerable and demonstrable experience with all regulatory agencies of the type having jurisdiction over the Town's energy infrastructure.

The required expertise for this project will be based on the skill and experience set of the full team making the proposal. A member of the ESPC Consultant team shall be designated the Prime ESPC Consultant to serve as the primary contact person of the ESPC Consultant's activities.

The Town reserves the right to void any contract with the selected firm if key personnel change during the performance of services and the ESPC Consultant fails to promptly provide suitable replacements acceptable to the Town in its sole discretion.

Subcontractor qualifications shall be included and clearly designated in the response to this scope of work.

- B. The Board of Selectmen or First Selectman will appoint a selection committee to review the qualifications and proposals. The selection committee will develop a short list of at least three (3) ESPC Consultant firms that will receive a Request for Fee Proposal ("RFP"). All selected ESPC Consultant firms will then be notified in writing and scheduled for an interview at which time the selected ESPC Consultant firms will be required to present an oral presentation not to exceed thirty (30) minutes. PowerPoint presentations are permitted. The presentation will be followed by a question and answer session not to exceed thirty (30) minutes. The selected ESPC Consultant firms will be requested to provide a detailed service fee proposal including detailed work plans, schedules, billing (rate) information, and proposed team members in accordance with the timeline stated earlier in this RFQ. The service fee proposal will be delivered in a separate sealed envelope to the Town at the First Selectman's office at a date and time to be set by the Town and stated in the interview notice to the short list of respondents. The proposal shall be clearly labeled with the name and address of the respondent and "RFQ/P #3-1516 Fee Proposal."
- C. In the RFP response and interview, a Project work plan shall state the tasks to be completed, as well as a description of how the Project is anticipated to be scheduled. The plan should include a timeline for completion of each stage/step of the process and an indication of the delivery dates for each deliverable. The selection committee will ultimately determine the actual timing and sequence of events resulting from this RFQ. Assumptions with respect to the support that will be expected from the Town of Guilford shall be clearly identified. This schedule may be adjusted or altered in accordance with the best interest of the Town of Guilford.

- D. The selection committee's first choice will be presented to the Board of Selectman ("BOS") as the recommended ESPC Consultant for final review and negotiations by the BOS designated representatives to finalize the **Energy Performance Engineering Services Project** in conformance with the Town of Guilford's requirements, subject to Town of Guilford's approvals and review by the Town Attorney.
- E. The RFP will include a proposed form of agreement that shall form the basis of the contract between the selected Respondent and the Town of Guilford for the Project.
- F. The award of the contract for the ESPC Consultant shall be made, if at all, to the Respondent whose evaluation by the selection committee results in an award that the Town of Guilford deems to be in its best interests. The Town of Guilford reserves the right to reject any or all of the RFQ responses, or parts thereof, and/or to waive any informality in any of the RFP responses resulting from this RFQ if such rejection or waiver is deemed in the best interest of the Town of Guilford. Neither the selection committee or the Town of Guilford, nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFQ.

VII. ADDITIONAL INFORMATION

The Project will be carried out by the Town of Guilford under the overall direction of the GETF. At the direction of the First Selectman in consultation with the selection committee, other Town of Guilford staff and groups/subcommittees may also be assigned to assist with the Project.

VIII. GENERAL TERMS AND CONDITIONS

A. GENERAL

All Respondents must be willing to adhere to the terms and conditions of this RFQ, including the following, and **must positively state their acceptance** and compliance with them in their response to this RFQ.

1. Acceptance or Rejection by the Town of Guilford – The Town of Guilford reserves the right to accept and/or reject any or all qualification statements submitted for consideration to serve the best interests of the Town of Guilford. Respondents whose qualification statements are not accepted will be notified in writing.
2. Ownership of Documents – All qualification statements submitted in response to this RFQ are to be the sole property of the Town of Guilford and subject to the provisions of Section 1-200 of the Connecticut General Statutes (re: Freedom of Information).

3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ is to be the sole property of the Town of Guilford unless stated otherwise in the RFQ or contract.
4. Timing and Sequence – Timing and sequence of events resulting from this RFQ will ultimately be determined by the Town of Guilford and the GETF.
5. Oral Agreements – The Town of Guilford will not be responsible for any alleged oral agreement or arrangement made by a Respondent with any agency or employee.
6. Amending or Canceling Requests – The Town of Guilford reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Town of Guilford to do so.
7. Rejection for Default or Misrepresentation – The Town of Guilford reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.
8. Town's Clerical Errors in Awards – The Town of Guilford reserves the right to correct inaccurate awards resulting from its clerical error.
9. Rejection of Qualification Statements - Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ.
10. Changes to Qualification Statements - No additions or changes to the original qualification statement will be allowed after submittal.
11. Contract Requirements – A formal agreement will be entered into with the selected Respondent, as previously described. The contents of the proposal submitted by the successful Respondent and the RFQ will become part of any contract award. The contract shall comply with Connecticut General Statutes Section 1-200.
12. Rights reserved to the Town of Guilford – The Town of Guilford reserves the right to award in part, to reject any and all qualification statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town of Guilford will be served.
13. Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.
14. Assigning, Transferring of Agreement – The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, its rights, title or interest therein or its power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town of Guilford.

15. Cost of Preparing Qualification/Proposal Statements – The Town of Guilford shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement. All qualification statements shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. COMPLIANCE WITH LAWS

1. Non-Discrimination and Affirmative Action. Respondent, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Respondent that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Respondent further agrees that this article, (and any additional provisions required by law), will be incorporated by Respondent in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

2. Executive Orders. The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006,

concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

3. Connecticut's Prevailing Wage Law Provision. If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$400,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

4. Occupational Safety and Health Administration Requirements. According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

5. Payment Bond/Performance Bond State Law Requirements. CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors

should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

6. State of Connecticut Contractor Prequalification Program. CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

7. Non-Resident Contractor 5% Tax For Contracts. CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, "means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts." As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor's Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing.

8. Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE).

If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

IX. DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE ESPC Consultant:

The ESPC Consultant that enters the subject agreement with the Town of Guilford shall be responsible to the Town of Guilford for the services to be provided hereunder. The shall act on behalf of the Town of Guilford but only to the extent provided in the contract documents to which the Town of Guilford is a party. The ESPC Consultant shall confer with the selection committee at intervals and on occasions as appropriate to the various stages of the Project. The duties and responsibilities of the ESPC Consultant shall be as outlined in Section II above or as detailed in the subject agreements and shall generally include, but shall not be limited to, the following:

- Attend meetings as directed by the selection committee including regular and special meetings of the selection committee.

X. INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Guilford.

The insurer shall provide the Town of Guilford with Certificates of Insurance signed by an authorized representative of the insurance company prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Guilford written notice of at least thirty (30) days

in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the GETF and the Town of Guilford as Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation. The Respondent shall also provide its policy endorsement indicating the GETF's and the Town of Guilford's status as additional insured.

In order to facilitate this requirement for insurance, it is recommended that the Respondent forward a copy of these requirements to the Respondent's insurance representative(s).

B. SPECIFIC REQUIREMENTS

1. Minimum Scope and Limits of Insurance

Workers' Compensation Insurance: With respect to all operations EPEF performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations EPEF performs, it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Guilford. Such coverage shall include the following:

1. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project
2. Completed Operations/Products Liability with a two-year, non-cancelable extension beyond completion and acceptance of the Project
3. Broad Form Property Damage
4. Personal Injury Liability
5. Independent Contractors

Errors and Omissions: With respect to all operations EPEF performs, it shall carry Errors and Omissions insurance providing for a total limit of Two Million Dollars (\$2,000,000.00) coverage.

Automobile Liability: With respect to each owned, non-owned, or hired vehicles, EPEF shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Contractor Construction Equipment Insurance: EPEF is required to provide insurance for all owned and/or rented equipment and any policies maintained by EPEF on its owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Town of Guilford and all indemnities named in this Agreement.

Excess Liability Coverage: With respect to the coverage provided by EPEF for this Project, excess liability insurance will be provided in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence and annual aggregate basis

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. EPEF shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, EPEF shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Trade Contractors: EPEF shall require all trade contractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of excess liability coverage of Ten Million Dollars (\$10,000,000.00). Furthermore, Errors and Omissions/Professional Liability insurance shall only be required of subcontractors if such insurance is applicable to the Work performed by the particular subcontractor.

Aggregate Limits: Any aggregate limits must be declared to and be approved by Town of Guilford. It is agreed that EPEF shall notify the Town of Guilford whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, EPEF agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by SEC.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of Guilford. All deductibles or self-insured retentions are the sole responsibility of EPEF to pay and/or to indemnify.

Waiver of Governmental Immunity: Unless requested otherwise by the Town of Guilford, EPEF and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town of Guilford.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit SEC's liability to the Town of Guilford by virtue of this promise to indemnify and hold the Town of Guilford harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by SEC, EPEF shall be liable to the Town of Guilford for the difference, plus all fees and expenses incurred in collecting same, all at SEC's sole cost.

2. Town Amendment Right

The Town of Guilford reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

XI. Non-Collusive/Non-Conflict Affidavit

Attached document to be submitted with statement of qualifications.

XII. Affirmative Action Statement

Attached document to be submitted with statement of qualifications.

XI.

NON-COLLUSIVE / NON-CONFLICT AFFIDAVIT OF RESPONDENTS

RFQ/P #3-1516 THIRD PARTY ENERGY SAVINGS PERFORMANCE CONTRACTING CONSULTANT

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____

This _____ day of _____, 20_____.

Notary Public My Commission Expires _____
Date

XI.

AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR: RFQ/P #3-1516 THIRD PARTY ENERGY SAVINGS PERFORMANCE CONTRACTING CONSULTANT

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Bidder

(Signature)

Bidder's Representative, Duly Authorized _____
Name of Bidder's Authorized Representative _____
Title of Bidder's Authorized Representative _____

Attachment A
Energy Performance
Town/School Buildings

Building Name	St. Address/Location	Square Ft./Area	Comments
N. B. Greene Community Center	32 Church St.	24,500	
Guilford Police Department	400 Church St.	18,068	
Guilford Animal Shelter	400 Church St.	1780	
Guilford Fire Headquarters	390 Church St.	16,383	
GVFD Washington Engine	4 Graves St.	3,669	
GVFD Eagle Hose	120 Whitfield St.	2,400	
GVFD Spencer Hook & Ladder	51 Water St.	3,816	
GVFD N. Guilford FD	3087 Durham Rd.	7,669	
Town Hall	31 Park St.	13,042	
Town Hall South	50 Boston St.	3,914	
Free Library	67 Park St.	35,000	
Youth & Family Services	36 Graves Ave.	2,224	
Social Services	263 Church St.	888	
Food Bank	45 Stonehouse La.	1,477	
Golf Course	200 N. Madison Rd.	1,500	
PW Facility	47 Driveway	37,500	
PW Garage	Boston St.	7,360	
55 Park St.	55 Park St.	6,544	
Waste Transfer Station	1900 Boston Post Rd.	512	
Fitness & Storage Building	595 New England Rd.	25,000	
Bittner Park	Rt. 77		
Chittenden Park	Seaside Ave.		
Chaffinch Island Park	Chaffinch Island Rd.		
Jacobs Beach	Seaside Ave.		
Lake Quonnipaug	Rt. 77		
Long Hill Park	Long Hill Rd.		
Mill Pond	Cherry St.		
Nut Plains Park	Nut Plains Rd.		
Town Green			
Town Marina	Seaside Ave.	600	220 Electric Volt Heater/Electric supplied to boats/flat fee yearly of \$135
High School	605 New England Rd.	215,000	
Adams School	233 Church Street	101,123	
Baldwin School	68 Bullard Dr.	95,840	
Cox School	143 Three Mile Course	53,871	
Leete School	280 S. Union St.	49,358	
Guilford Lakes School	40 Maupas Rd.	63,600	
Jones School	181 Ledge Hill Rd.	54,641	
Central Office North	701 New England Rd.	5,400	
Lathrop House (Supt. Office)	55 Park St.	4,000	