

**TOWN AND SCHOOL DISTRICT OF BRANFORD  
TOWN HALL  
1019 MAIN STREET  
BRANFORD, CONNECTICUT 06405**

**REQUEST FOR PROPOSALS FOR**

**MUNICIPALITY-WIDE IMPLEMENTATION OF  
ENERGY SAVINGS MEASURES  
ON AN ENERGY-SAVINGS PERFORMANCE CONTRACTING BASIS AT THE  
TOWN AND SCHOOL DISTRICT OF BRANFORD, CONNECTICUT**

**PROPOSAL DUE DATE:**

**JANUARY 5, 2017 AT 2:00 P.M.**

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**NOTICE  
TOWN AND SCHOOL DISTRICT OF BRANFORD, CONNECTICUT**

**NOTICE TO QUALIFIED ENERGY PERFORMANCE SERVICES PROVIDERS  
GENERAL INFORMATION AND REQUEST FOR PROPOSALS  
FOR AN ENERGY-SAVINGS PERFORMANCE CONTRACT  
INCLUSIVE OF ENERGY EFFICIENT BUILDING UPGRADES**

The Town and School District of Branford, Connecticut is issuing this request for Proposals (RFP) for the selection of a Qualified Energy Service Provider (QESP) to perform facility upgrades. Proposals must be received at the municipal offices *no later than January 5, 2017 at 2:00P.M.* Late proposals will be returned unopened. You are invited to submit a proposal in accordance with this RFP for the following Project:

**MUNICIPALITY-WIDE IMPLEMENTATION OF  
ENERGY SAVINGS MEASURES  
ON AN ENERGY-SAVINGS PERFORMANCE CONTRACTING (ESPC) BASIS AT THE  
TOWN AND SCHOOL DISTRICT OF BRANFORD, CONNECTICUT**

All proposals should be addressed to:

Ms. Tyechia Pettway  
Finance Department  
Branford Town Hall  
1019 Main Street  
Branford, Connecticut 06405

Proper Submission Information:

Proposals may be mailed or hand delivered. No proposal will be accepted by electronic mail or facsimile.

**Please submit one (1) original and one (1) hard copy of your proposal in the proposal format provided within this RFP to:**

Ms. Tyechia Pettway  
Finance Department  
Branford Town Hall  
1019 Main Street  
Branford, Connecticut 06405

**Please submit one (1) hard copy and one (1) electronic USB copy of your proposal in the proposal format provided within this RFP to:**

Ms. Ashley Heintz  
Project Administrator  
ECG Engineering, P.C.  
222 Middle Country Road, Suite 318  
Smithtown, New York 11787

Request for Proposals, Energy-Savings Performance Contract at the Town and School District of Branford,  
Connecticut

A pre-proposal review of the proposal requirements will be held on November 10, 2016 at 11:00A.M. located at the Branford Town Hall at 1019 Main Street, Branford, Connecticut 06405. At this meeting, additional information will be distributed dealing with maintenance costs, energy costs, building data, etc. In addition, arrangements will be made for additional surveys beyond the initial walk-through.

The Municipality reserves the right to amend this RFP for any reason or based upon questions and issues raised at the pre-proposal meeting and/or received in writing during the proposal process. Participating QESP's represented at the pre-proposal conference will receive any such amendments in writing. If you have any questions concerning this RFP, please contact Ms. Ashley Heintz at ECG Engineering, P.C., 222 Middle Country Road, Suite 318, Smithtown, NY 11787 at telephone number (631) 360-0006.

This RFP does not commit the Municipality to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Municipality intends to award a contract on the basis of the best interest and advantage to the Municipality, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified Proposers/Respondents (hereinafter referred to interchangeably as "Proposer" and/or "Respondent"), or to cancel this RFP in part or in its entirety, if it is in the best interest of the Municipality to do so. The Municipality may select as the successful Proposer that proposal which, in the Municipality's sole discretion and with whatever modifications the Municipality and the Proposer may mutually agree upon, best meets the Municipality's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Municipality, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful QESP.

**All contracts submitted as a result of this Request for Proposals are subject to the review and approval of the Municipality's legal counsel.**

**TOWN AND SCHOOL DISTRICT OF BRANFORD  
TOWN HALL  
1019 MAIN STREET  
BRANFORD, CONNECTICUT 06405**

**PROPOSAL INSTRUCTIONS AND CONDITIONS**

REQUEST FOR PROPOSALS FOR AN ENERGY-SAVINGS PERFORMANCE CONTRACT  
INCLUSIVE OF ENERGY EFFICIENT BUILDING UPGRADES  
AT THE TOWN AND SCHOOL DISTRICT OF BRANFORD, CONNECTICUT

I. PROJECT NOTICES

Please note that this RFP requires adherence to the following conditions:

- The amortization period shall not exceed the term of the energy-savings performance contract;
- Building aid, grants or rebates attributable to the Project are excluded in determining the cost savings under the energy-savings performance contract; this does not relieve the QESP, however, from the responsibility to seek and obtain all available funds.
- The QESP must guarantee the recovery of contract costs from energy savings over the term of the energy-savings performance contract, which shall not exceed 18 years; and
- The QESP shall ensure that the project has a positive cash flow for each year of the project term.

Respondents shall be aware of and responsible for complying with all laws, rules, regulations and orders, as amended, that affect the scope of work to be performed pursuant to this Request for Proposals.

The Municipality reserves the right to accept this Proposal by item or as a whole, or at its discretion, reject any or all Proposals and to re-advertise for new proposals, if in its opinion the best interest of the Municipality is promoted. The Municipality reserves the right to waive any informality in any Proposal and to change the quantity or delete any item from the Proposal.

Any Proposal submitted cannot be withdrawn for ninety (90) days subsequent to the date of the RFP due date.

Respondents must become fully acquainted and familiar with the conditions as they exist and the character of the operations to be carried on under the proposed contract, and make such on-site investigations as it deems fit so that the Respondent may fully understand the facilities, difficulties and restrictions affecting the execution of the work under these specifications.

Respondents shall thoroughly examine and be familiar with all the specifications. The failure or omission of any Proposer to receive or examine the specifications, or to visit the site and become acquainted with the conditions there existing, shall in no way relieve the Proposer from any obligations with respect to the performance of the proposed contract and the contemplated work therein, for the consideration set forth in this RFP.

Request for Proposals, Energy-Savings Performance Contract at the Town and School District of Branford,  
Connecticut

Failure to complete and to follow the RFP format provides grounds for disqualification.

As with any capital construction project, the QESP should contact the Connecticut State Department of Education, the Bureau of School Facilities, the Town/Local Planning Department and other relevant agencies for guidance and requirements on the development and implementation of an energy-savings performance contract.

## II. INTRODUCTION AND BACKGROUND

The objective of this RFP is to solicit proposals for a project to assist the Municipality to become as energy efficient as possible through installation of energy savings measures, upgrades, and implementation of optimal operation and maintenance procedures. The Municipality wishes to implement the proposed comprehensive energy project on an energy-savings performance contract basis. Only projects which have a return investment (of 18 years or less), and reduce real energy consumption, and are funded under a guaranteed performance basis will be considered.

The Project Goals include, but are not limited to: (1) improving comfort conditions and indoor air quality; (2) replacing and/or upgrading old and/or inefficient systems; (3) improving utilization of technology; (4) upgrading air conditioning systems where applicable; (5) collecting and managing building/facility information in “real time”; (6) minimizing financial and technical risk; (7) establishing current base usage for energy (oil, gas and electricity); and (8) reducing energy usage.

Under this solicitation, it is expected that only one QESP will be selected to perform all of the work for the Municipality. The Municipality will consider energy-savings performance contract proposals based on a guaranteed savings agreement basis only. The Municipality requires an executory clause under which payments are subject to annual appropriations. It is expected that savings guarantees provided by the QESP selected will fully offset the project costs involved for the Municipality. It is also expected that any out-of-pocket expenses will be prohibited.

It is currently planned that the Municipality will purchase, finance, and own any new equipment installed as a result of this Project. The Municipality reserves the right to consider its options relative to the purchase, finance, and ownership of any new equipment installed. Proposals are expected to include the Proposer's services in connection with such arrangements. All services shall be stated separately. Proposers may wish to propose alternative arrangements (as long as they are permitted under Connecticut State laws and regulations) for acquisition, financing, and ownership of such equipment.

Proposals should include financing provided directly by the QESP or through a third party. All guarantees shall be first party guarantees with the QESP as first party. Proposers must demonstrate how the project proposed is guaranteed. ***Municipality will only consider contract proposals based on a first party guaranteed savings agreement. The firm proposing any guaranteed savings must directly maintain guarantee liability. No third party guarantees will be accepted.*** The Municipality further reserves the right to finance and/or refinance any energy-savings performance contract, in part or in whole, as may be in the best interest of the Town and School District of Branford to obtain the lowest cost possible. Such determination shall be at the sole discretion of the Municipality.

### III. REQUIRED PROCEDURES

All communications including questions to the Municipality relating to this RFP shall be in writing to Ashley Heintz, Project Administrator, ECG Engineering, P.C., 222 Middle Country Road, Suite 318, Smithtown, NY 11787 through e-mail at ashley@ecgengineering.com or fax at (631) 360-0277. ECG will provide written answers to questions to all Respondents.

The Municipality reserves the right to amend the RFP based on questions and issues raised prior to the Proposal Due Date. The Municipality will provide such amendments in writing to all Respondents.

#### The Pre-proposal Conference

The Municipality will conduct a pre-proposal conference relating to this RFP on November 10, 2016 at 11:00 A.M. located at the Branford Town Hall at 1019 Main Street, Branford, Connecticut 06405. Potential Respondents interested in attending must notify ECG Engineering, P.C. at (631) 360-0006 no less than twenty-four (24) hours prior to the conference.

At the conference, the Municipality will provide Respondents with data regarding all Facilities identified in **Appendix A**, including specific addresses, square footage, floor plans, conditions, infrastructure, drawings where available, fuel type, actual fuel and electric consumption, and utility bills. The Municipality will also provide information about any current construction project under way or projects under consideration and any changes in occupancy. The Municipality's representatives will be present to receive questions regarding the RFP and the Project. Any or all answers and/or clarifications relative to questions raised regarding this RFP and the Project will be issued in writing. Respondents shall not rely on any oral representations.

#### Walk-Through and Facility Conditions

Respondents shall be given access to walk through the Town and School District facilities for the purpose of gathering information and conducting a preliminary assessment of the energy efficiency opportunities available, including a list of the energy efficient measures to be implemented with the estimated implementation cost and the energy cost savings. This information shall be included in the Proposal.

Generally, walk throughs must be performed during hours when school/work is not in session or times as mutually agreed upon with the Town and District officials. Specific arrangements regarding walk throughs for the Town can be made by contacting Mr. Otto Berger, General Government Buildings Department Head at oberger@branford-ct.gov and walk throughs for the School District can be made by contacting Mr. Joe Carbone, Supervisor of Buildings & Grounds at jcarbone@branfordschools.org.

Respondents must be fully familiar with the conditions as they exist and the character of the operations required as part of the Project and make such on-site investigations as they deem fit, so that the Respondents may fully understand the facilities, difficulties, and restrictions affecting the execution of the work required pursuant to the Project.

Respondents shall thoroughly examine and be familiar with the terms, instructions, and specifications included in this RFP, and any other information necessary to interpret this RFP and submit a responsive Proposal.

### Proposal Submission

Proposals must be received on or before the Proposal Due Date. All timely proposals will be considered to have been received on the Proposal Due Date, regardless when a proposal is submitted. Late proposals will be returned unopened.

Respondent must submit an original and one (1) hard copy of the proposal to the Municipal Official identified in section VI, with one (1) hard copy and one (1) electronic USB copy of the proposal going to the ECG Representative also identified in section VI. To prevent opening by unauthorized individuals, the proposal should be identified on the envelope or other wrapper as "Proposal, Energy-Savings Performance Project for the Town and School District of Branford, Connecticut."

Respondent shall provide proposal security with the proposal, as required in Section IV.C.

By submitting a proposal, Respondent shall warrant and represent that it has become fully familiar with the conditions and operations related to the Project, including but not limited to the location, condition, layout and nature of the work required to be performed, the site, generally prevailing climatic conditions in the area, anticipated labor supply and cost, availability and cost of materials, tools and equipment, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the specific conditions under which the Work is to be performed, and all matters which may in any way affect the Work or its performance, and has examined the RFP and all information contained herein. The Respondent further represents that as a result of such examinations and investigations, it thoroughly understands the Project and its intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as that apply to the Work, and that the Respondent will abide by same. The failure or omission of any Respondent to receive or examine the specifications, or to visit the site and become acquainted with the conditions there existing, shall in no way relieve the Respondent from any obligations relating to the performance of the Project Work, or any contract related to the Project. No subsequent claims will be recognized for additional costs of labor, materials, appliances, equipment, etc., or for difficulties encountered that could have been foreseen had such an examination been made.

### Proposal Review

The Municipality plans to review all valid and timely proposals, using the evaluation criteria defined in Section V. Failure to meet the minimum qualifications set forth in Section V and follow the Proposal format in Section VII shall be grounds for disqualification. Nevertheless, the Municipality reserves the right to waive any informality in any proposal and to change the quantity or delete any item from the proposal.

The Municipality reserves the right to accept this Proposal by component or part or whole or, at the Municipality's discretion, reject any or all proposals and to re-advertise for new proposals, if in its opinion the best interests of the Municipality are promoted.

This RFP does not commit the Municipality to award a contract, pay any cost incurred in the preparation of a Proposal, Investment Grade Energy Audit, or to procure or contract for services.

## Engineering Services

The QESP shall use and fund the services of the Town and District's Engineer, ECG Engineering, P.C., as the Engineer of Record to develop and manage the project for the Town and School District and to supervise and approve the preparation of the plans and specifications for all Energy Conservation Measures (ECM) proposed. The QESP will provide ECG with 100% Design details and the QESP will approve the final plans and specifications. The cost shall be 4.75% of construction costs charged by Proposer for projects \$10 million or greater, 6% of construction costs for projects \$4 to \$10 million, and 8% of construction costs for projects less than \$4 million in accordance with the following fee schedule:

30% upon Town and School District signing contract with QESP

30% upon submittal of plans and specifications (**Payment shall be made incrementally on a pro-rated basis**)

30% upon approval of plans and specifications (**Payment shall be made incrementally on a pro-rated basis**)

10% upon substantial completion

Each of the payments shall be made, by the QESP, to the Architect/Engineer within 30 days of receipt of the invoice.

Accordingly, the QESP will fund the services of ECG Engineering, P.C. as a representative of the Owner, to provide project management, administration and or supervise/review the preparation of all necessary plans and specifications as the Engineer of Record.

In addition to any other legal requirements, concerning energy performance contracts, ECG, the Owner's Representative shall certify that he or she is free from financial interest in the QESP which conflicts with the proper representation of the Town and School District and that full disclosure has been made to the Owner detailing all financial compensation received from the QESP as required by this RFP and future QESP contract.

The QESP agrees that ECG Engineering, P.C., as the Engineer of Record, shall have the right to all environmental, energy, tax, financial, and electrical-related attributes, rights, credits, benefits and characteristics associated with or arising out of the transactions contemplated by this ESPC.

This shall include, but not be limited to tax filings under Internal Revenue Code Section 179D. ECG will be designated the sole Section 179D beneficiary.

#### IV. GENERAL INFORMATION

Proposals are requested for the provision of services for the reduction of energy consumption and for maintenance and operational services on a performance contracting basis at buildings and facilities owned by the Municipality. Specifically, the QESP selected as a result of this RFP will be expected to:

##### A. **Project Parameters**

Provide comprehensive energy services for buildings and facilities serving the Municipality, including but not limited to:

- Performance of an Investment Grade Energy Audit.
- Services in connection with the design and specification of equipment and systems to be used in providing energy efficiency services.
- Procurement and installation of new equipment and refurbishing existing equipment. All new and refurbished equipment must be consistent with the existing equipment at the Municipality.
- Commissioning of the equipment, as per USGBC-LEED and ASHRAE Guideline I-1996 standards.
- Preventive and emergency maintenance and servicing of the equipment installed only through warranty period and no reductions in staffing.
- Staff training.
- Services in connection with arrangement of financing of the equipment.
- Energy savings performance guarantees.
- Identification of available financial incentives or rate reductions from companies supplying oil, gas, electricity, or transmission or distribution service for gas or electricity.
- The QESP must work cooperatively with facility management and the Municipality in coordinating this project.
- All paperwork necessary for obtaining a building permit and assistance in obtaining any form of energy aid available.
- The QESP has the obligation to determine if hazardous materials/wastes will be disturbed or handled/disposed of in performing the project. Hazardous materials/wastes includes, but is not limited, to asbestos, lead paint, mercury and PCBs. If hazardous materials/wastes must be disturbed, removed and/or remediated and/or or disposed of, the QESP must advise the Municipality beforehand and perform such activities in accordance with all federal and State regulations and pay for the cost of said activities out of the project savings. A

copy of the Municipality's Asbestos Inspections will be made available upon request, for use as a guide to ACBM in the various buildings.

- Operating and Maintenance (O&M) costs generally shall not be included in cash flow or ECM proposals. Estimates of Operating and Maintenance cost savings may be listed for informational purposes only, however O&M will be permissible for interior and exterior LED lighting only and may be included in the cash flow. O&M calculations must be clearly documented to be accepted.
- Interest or Discount Rates shall be assumed to be 4.0%.
- Financing Term shall be assumed to be 15 years.
- Two percent (2%) escalation of energy cost per year is permitted.
- No escalation of project costs or maintenance costs.
- List estimate of available rebates. Do not factor in any state aid determinations. Subtract estimated rebates from Total Project Cost to determine Net Project Cost upon which lease payments are based.
- Base price for oil should be \$3.20 per gallon or the actual market price paid by the municipality over the last 12 months, whichever is less.
- Heating season should be generally assumed to be: September 15<sup>th</sup> to May 31<sup>st</sup>.
- Cooling season, as applicable should be generally assumed to be: June 1 to September 30.
- Operating hours may be generally assumed to be 1,800 hours for school buildings and 3,000 hours for Town or administrative facilities. Actual baseline operation hours must be determined for each building and area and refined during the audit process by the QESP.
- Please assume one year of interest accrual for the construction period in your financial Pro-Forma.
- Please use the municipality's most recent provided **fiscal year** as the baseline for your energy usage in the QESP project response. The yearly energy use shall be based on 12 months beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup>.
- Please include Measurement and Verification (M&V) costs for 3 years as part of your proposal. M&V methods must be in accordance with the International Performance Measurement and Verification Protocol (IPMVP) as appropriate. Indicate in your RFP response the M&V Option being employed for each measure. Options B or C should be employed for all major fuel-side (thermal) saving measures. Option A may be employed for electrical savings as appropriate. At no time may measures be simply noted as "stipulated savings".
- Please break out all proposed Energy Conservation Measures, ECM's (electric or thermal) separately, noting savings and costs for each individually.
- Please include a chart clearly signifying the positive environmental impact of your proposed ESPC.
- When developing the project Pro-Forma, payments for financing equipment will be level or lower for all finance years. **No escalating payments will be permitted.**
- All proposals shall be self-funding on an annual basis. All annual revenues must be greater than all annual costs.
- A blended \$/kWh rate shall not be used for any energy savings calculations.

## B. Scope of Work

Identify the most effective measures that can be taken to reduce consumption and costs for heating, cooling, ventilation, lighting, water heating, water consumption, and other energy uses in each facility. The proposal should address consumption of all energy sources including oil, gas and electricity. Measures may involve controlling, modifying, adding or replacing equipment and systems. Establish consumption levels for all current services as a baseline for measurement of savings. At this phase of the project, the Municipality desires to undertake the largest possible project without deficit or negative cash flow at any time during the project term, as opposed to a maximization of cash flows.

The technical strategies addressed by the proposal must include, but are not limited to, the following items:

- Lighting and lighting controls, including fixture replacement, occupancy sensors and day lighting.
- Traffic signaling, flashers and road signage.
- Demand limiting strategies, including cogeneration and scheduling of process equipment, if appropriate.
- Photovoltaic systems installation.
- Geothermal systems installation.
- All major heating and cooling equipment, including, HVAC, air handling and related insulation.
- Installation of computerized environmental control and energy management systems and calibration and repair of existing temperature control systems.
- Envelope components such as roofs, doors, windows, insulation and weatherization.
- Assistance with the procurement of electric, gas, oil, biofuels and other utilities.
- In a building served by a steam system, the condition of the system, traps, condensate, pumps, etc.
- Possible replacement or refurbishment of unit ventilators.
- Evaluate both boiler/burner replacements versus burner replacements where applicable.
- Roof replacements.
- Boiler controllers.
- Energy savings measures noted in appendices should be considered as part of any proposal. If an item is considered, but determined not feasible for inclusion in the project, please provide a narrative explaining why in section B-2 of your response.

All applicable codes and standards must be adhered to. Existing ventilation code requirements not met shall be identified as such. Failure to do so may subject RFP submission to be non-complete.

**The Town and School District specifically request the following systems to be inspected and considered in RFP responses:**

- HVAC Upgrades/Replacements Town-wide.
- Evaluate all interior and exterior lighting for LED opportunity both Town and District-wide.
- Energy Management System (EMS) upgrades where needed in both the Town and District.
- Building Envelope Improvements both Town and District-wide.
- Investigate possible opportunities for renewable energy technologies and large-scale Photovoltaic (PV) systems, such as wind turbines, photovoltaic (solar) systems, or solar thermal collector systems.

**Note:** The replacement of equipment or disturbance of materials is the QESPs responsibility and must be performed in a manner that prevents the release of asbestos, lead, PCB's, mercury, and/or other hazardous materials and provide for their proper disposal. The Municipality requires a chain of custody of all materials from source removal to disposal.

Each building identified in this solicitation must be evaluated for any potential savings.

Building square footages, Contact Information and Energy Consumption/Cost Data, are included in the various appendices.

***Proposals shall guarantee recovery of contract costs from energy savings realized by the Municipality during the term of the energy-savings performance contracts, which shall not exceed eighteen years.***

**C. Bonding and Insurance Requirements**

Proposal Security

Each Respondent shall submit with its proposal assurance that its proposal will remain valid for at least ninety (90) days after the proposal due date. Such assurance shall be equal to ten percent (10%) of the total amount of the Project in Respondent's proposal, and shall be in the following form:

- A standard bid bond issued by a qualified insurer that has an A.M. Best rating of "secure" and A-VII, or better, and is licensed in CT State, or
- Cashier's check drawn on a Connecticut bank.

In the event the Respondent attempts to withdraw the proposal, or the QESP fails to execute a contract within the timeline provided in the RFP, the proposal security shall be forfeited as liquidated damages to the Municipality.

Insurance Requirements:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Branford an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Professional Liability	Each Wrongful Act	\$2,000,000
	Aggregate	\$2,000,000
Umbrella (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
Pollution Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	
	-policy must contain no exclusion for Asbestos	

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above policies be cancelled before the expiration date, Contractor must provide written notice to the Town 30 days prior to cancellation.

Property Insurance Requirements:

	(Minimum Limits)
Builder's Risk Coverage	Amount sufficient to repair or replace the work, such amount to be approved by the Municipality and written on a Builder's Risk Completed Value Form.

The Town of Branford shall be named as Additional Insured on these Builder's Risk policies.

Original, completed Evidence of Property Insurance must be presented to the Town of Branford prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above policies be cancelled before the expiration date, Contractor must provide written notice to the Town 30 days prior to cancellation.

In the event that any of the insurance coverage to be provided by the QESP and/or Owners Representative to the Municipality contains a deductible, the QESP and/or Owners Representative shall indemnify and hold the Municipality and the Owners Representative harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Energy-Savings Performance Contractor.

The QESP acknowledges that its failure to obtain or keep current the insurance coverage required and/or its failure to ensure that its subcontractors and/or Owners Representative maintain the required coverage, shall constitute a material breach of contract and subjects the QESP to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Municipality sustains as a result of such breach. In addition, the QESP shall be responsible for the indemnification to the Municipality of any and all costs associated with the aforementioned lapse in coverage, including but not limited to reasonable attorney's fees.

The QESP shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth herein and adjusted to the nature of subcontractors' operations and submit same to the Municipality for approval prior to start of any work. In the event the QESP fails to obtain the required certificates of insurance from its Subcontractors and/or Owners Representative, and a claim is made or suffered, the QESP shall indemnify, defend, and hold harmless the Municipality, its board, officers, agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation that will be provided for in the Contract.

The QESP assumes responsibility for all injury or destruction of the QESP's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of QESP's

employees from whatever cause arises. Any policy of insurance secured covering the QESP or Subcontractors leased or hired by them and any policy of insurance covering the QESP or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Municipality for any loss or damage to such property.

The Municipality in good faith may adjust and settle a loss with the QESP's insurance carrier. The QESP waives all rights against the Municipality, its board, officers, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any insurance policy procured or other property insurance applicable to the QESP's work.

Before commencement of its work, the QESP, its Owners Representative, and its subcontractors shall obtain and pay for such insurance as may be required to comply with the contract documents requirements.

If the scope of the work involves the removal of asbestos or other hazardous materials, the following provision should be inserted:

In addition to the coverages required and under the same terms and requirements of such coverages, the QESP shall provide hazardous material liability insurance as follows: \$1,000,000 occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the QESP's operations including, but not limited to, removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the QESP shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90. Coverage shall fulfill all requirements set for the herein and shall extend for a period of three (3) years following acceptance by the Municipality of the Certificate of Completion.

In the event that the Project involves removal of asbestos or other hazardous materials, the QESP shall coordinate any asbestos/hazardous material testing and sampling with the Municipality's Environmental Consultant. All costs associated with such testing/sampling shall be the responsibility of the QESP.

Under no circumstances shall the successful QESP limit its liability to the amount of its primary comprehensive general liability policy limits.

### **Project Bond**

To support the requirements of removing all financial and technical risk for Municipality. The following areas must be addressed, but not limited to:

Your contractual documents;

Show proof of single project bond-ability of \$2,000,000, or 125% of proposed contract, whichever is higher. All bonds for this Project shall be issued by a qualified insurer that has an A.M. Best Rating of "secure" or better and a Rating of (A)-(VII) or better, and is licensed in Connecticut.

#### D. **Contract Financial Structure**

Structure the terms of the Municipality's obligation to pay for the services provided on a performance contracting basis and submit the attached performance contract and if necessary, ancillary agreements that specifically meet the needs of the Municipality. Proposers may substitute an example of an executed performance contract with any ancillary agreements that would be the basis for negotiation of a contract with this Municipality. All contracts and ancillary documents are subject to the review modification and approval of the District's legal counsel and shall incorporate the terms and conditions of this RFP, including the minimal terms and conditions in the appendices attached hereto. Payments from the Municipality to the QESP selected under the RFP must be based on guaranteed savings.

All energy-savings performance contracts and other financing arrangements proposed must be capable of being implemented under the laws, rules and regulations of the State of Connecticut.

Proposal shall list the costs for all (1) sub-contractors; (2) QESP Project Management; and (3) overhead & profit. Such costs shall be stated separately for each measure.

The savings guarantee must be integrated into the financing to guarantee coverage of all Municipality costs, including interest, each year during the term of the contracts, and for the entire Project.

Each Municipality building identified in **Appendix A** of this solicitation must be evaluated for any potential savings. **Appendix A** also includes the square footage for each building. At the time of the pre-proposal conference or shortly thereafter, the Municipality will either provide copies of fuel, electric, oil or other utility bills as needed or provide the QESP with letters of authorization allowing the QESP to obtain such information directly from the utility companies. For proposal preparation, this may require up to two years of billing data. Proposers are expected to prepare a baseline and usage profile from this information. Whenever possible, the Municipality will make copies available of mechanical and electrical drawings of the facilities under consideration. The Municipality will provide written information about any current construction projects under way or projects under consideration and any proposed changes in use or occupancy at the mandatory pre-proposal conference.

Upon review of proposals received in response to this RFP, the Municipality expects to select a single QESP to conduct an Investment Grade Energy Audit of the facilities to verify that the estimates in the proposal are valid. **There shall be no charge to the Municipality for the Investment Grade Energy Audit and any cost associated with the Audit and the Report.** If a viable project is identified, the Municipality expects to negotiate a performance contract through its legal counsel with the QESP to provide for the implementation of the proposed Project.

#### E. **Conditions to be Maintained**

The following energy end use conditions must be maintained at the facility. Any efficiency measures proposed must allow for the maintenance of these conditions, as well as comply with state and local codes and all State Department of Education (SDE) requirements:

- **Minimum Temperature:** Temperatures in occupied areas during the hours of 7:00 AM to 8:00 PM must be maintained at no less than 68 degrees F during the heating season from September 15<sup>th</sup> through May 31<sup>st</sup> or during scheduled activities.
- **Maximum Temperature:** Temperatures in occupied areas during the hours of 7:00 AM to 8:00 PM, or during scheduled activities must be maintained at no more than 78 degrees F during the cooling season (where air conditioning equipment is located).
- **Water Heating:** Hot water for kitchen use must be supplied at a temperature between 140 and 160 degrees F for wash tank use and between 180 and 190 degrees F for final rinse hot water. Domestic hot water must be delivered at a temperature between 100 and 115 degrees F.
- **Air Changes/Ventilation Requirements:** Within code at all times, including ASHRAE standards for fresh air ventilation.
- Existing ventilation code requirements not met shall be identified as such. Failure to do so will subject bid to be non-compliant.

The Municipality reserves the right to increase or decrease the minimum and maximum temperatures provided above.

#### **F. Final Acceptance Requirements**

The successful Respondent will conduct testing prior to acceptance.

In no case will Municipality acceptance be sooner than thirty (30) days after installation, initiation of service, and receipt of all required material and training defined herein. The term of the contract will not begin until vendor receipt of acceptance letter from the Municipality. The Respondent at no charge will provide all labor and material required to repair defects to the system during the acceptance period to the Municipality. Warranty and regular maintenance support will start after acceptance by Municipality.

Maintenance agreements must provide two (2) hour response to any service interruption problem from the time of notification of system outage or other major system failure that involves the loss or significant interruption or slowdown of any service to any municipality location. Full restoration needs to occur in no more than four (4) hours from notification.

Maintenance agreements must provide four (4) hour maximum response from the time of notification for a minor failure or intermittent failures that involve any service other than a loss of connectivity. If the day following notification of any problem that is not interrupting service is not a regular workday, the Respondent shall cause its personnel to be at the Municipality site by 8:00 am on the succeeding workday.

The Respondent must maintain a service log at the both the Town Hall and District Office of Facilities and Operations.

The vendor shall provide written documentation of the system and installation, including but not limited to:

- Test Results;
- Equipment specifications; and
- Authority over all sequence of operations; and
- Multiple licenses and software; and
- Back-up copies of all software programming provided on non-magnetic media; and
- All documentation, maintenance manuals, and as-builts; and
- System configurations and equipment locations.

#### G. **Project Phases**

##### RFP Phase:

To be eligible to submit a proposal, Respondent must schedule walk through's of the selected Municipality facilities. Based on information gathered during the RFP phase, Respondents will provide a preliminary assessment of the energy efficiency opportunities available at all Municipality buildings identified in **Appendix A**, based on the information provided in this RFP, a tour of the facilities, and any additional information provided by the Municipality. Respondent must submit a list of the energy efficiency measures to be implemented under its proposal with the estimated implementation cost and the energy cost savings. **The estimated cost and cost savings must be submitted as part of the written proposal in the format specified in Section VII. Failure to include the same may be grounds for rejection of the proposal.**

The QESP will be selected from the qualified Respondents based on the written proposal, interviews with top candidates, and a reference check, using evaluation criteria defined in Section V.

The QESP will be responsible for the entire Project including 100% Design, but may use qualified subcontractors to perform component parts of the Project provided it receives written approval from the Municipality. If Respondent intends to use Subcontractors for the Project, the Respondent must include in its proposal full information regarding all proposed Subcontractors, as required by Section V, explaining the component parts of the Project on which each subcontractor is to be involved. The QESP will remain responsible for the entire Project, including any portion performed by a subcontractor. All subcontractors must be approved by the municipality.

The proposal must include a description for the performance and presentation of results of an Investment Grade Energy Audit for the Town and School District facilities identified in

**Appendix A.** The selected QESP will gather and analyze information and data and propose a Project to the Municipality in the form of an Investment Grade Energy Audit Report that will reduce the Municipality's expenses for energy. As part of the Audit, the QESP will conduct an on-site survey of the facilities and will interview appropriate personnel to learn the operating characteristics of the facility and the existing equipment and systems therein.

Investment Grade Energy Audit Report – Post Selection of QESP:

The Investment Grade Energy Audit Report will present a thorough analysis and discussion of the QESP's proposed energy efficiency measures and solutions for each building. The Report will detail the QESP's proposed methodology for the calculation of baseline energy use and, at a minimum, a description of physical conditions, equipment counts, nameplate data, and control strategies prior to Project implementation as described further below. The energy use allocation must be based on generally accepted engineering practices and must be reconciled with historic usage. In addition to presenting how the proposed baseline is derived, the proposal must define under what conditions it will be adjusted; for example, changes in weather, occupancy, number of users, and equipment usage.

For each measure recommended, the Investment Grade Energy Audit Report shall provide a detailed description to include: total implementation costs for each measure, equipment counts, performance characteristics and efficiency levels of the equipment comprising the proposed measure, installation and maintenance costs, its useful life, and energy and cost savings. Projected energy savings calculations must specifically account for on and off-peak savings, demand savings, and the interaction between recommended measures.

The Report will include an executive summary which lists all proposed energy efficiency measures with the total implementation cost of each measure, energy savings, energy cost savings, useful life of the equipment and the simple payback (individual and interactive). Payback of each measure should be reported **without** the inclusion of state financial assistance, *which may be available to the Project*. This summary will use the spreadsheet formats provided in section VII of this RFP. Failure to follow this format may result in RFP being dismissed as non-responsive.

It is the Municipality's intent to enter into an Energy-Savings Performance Contract with the QESP for the entire Project, including energy work, to refine and verify the Project scope, engineering and design, and final cost and terms. After submittal of the final Project Development Plan as a result of the Investment Grade Energy Audit performed by the Respondent, and approval of the same by the Municipality, the Municipality may, in its sole discretion, decide:

- To go forward with the construction/ implementation/ financing of the Project, subject to the required approvals, or;
- Not to go forward with the Project with the ESPC, **in which case the Municipality shall not be responsible for any costs or expenses incurred by the QESP.**

Installation Phase:

- A. If the Municipality decides to go forward with the ESPC, the Contract will incorporate the terms and conditions of this RFP, and further, be subject to the review and approval of the Municipality's legal counsel. This Request for Proposal for Municipality Wide Implementation of Energy Savings Measures on a Performance Contracting Basis, together with the respective QESP's response to this RFP shall be attached to and become part of the QESP Agreement. In the event that the terms of this RFP and/or the RFP submission conflict with the terms of the QESP Agreement, the terms more favorable to the Municipality shall prevail.

The attached Energy Contract must be submitted with a complete description of the Scope of the Work, together with the energy savings measures utilized by the QESP and other required documentation for government approval. Upon approval by the municipality and the Board of Education, the Energy Contract will be executed to implement the Project in accordance with the Investment Grade Energy Audit Report (IGEA). In the event the municipality and/or Board approval is not obtained, the Energy Contract will not be executed and the Municipality **shall not be liable for any cost or expense** incurred by the QESP.

This project is subject to the prevailing wage rate laws and regulations for public work in accordance with Connecticut State Labor Law.

Service Phase:

Upon completion of the Installation Phase, the QESP will perform ongoing services detailed in the energy contract to assure savings and guarantees are met, together with the required and appropriate staff training, maintenance services only as required by warranty, and measure and verification (M&V) services. M&V services must adhere to all federal and state M & V protocol standards and scalability for M&V of the energy baseline, adjustment factors, and energy cost savings. All maintenance and monitoring costs must be stated separately in the Energy-Savings Performance Contract in a clear and conspicuous manner. Final payment will not be made until all documentation, licenses, copies of software, maintenance manuals and as-built drawings are received by the municipality. The municipality requires back-up copies of all software programs on non-magnetic media.

V. THE SELECTION PROCESS

**Timetable**

The Municipality expects to undertake the selection process according to the following schedule:

- Issuance of RFP: October 31, 2016
- Pre-proposal conference: November 10, 2016 at 11:00 A.M.
- Deadline for submission of proposals: January 5, 2017 at 2:00 P.M.

Provisions must be made for off-hours and after hours work scheduling during the time that school/work is in session, in accordance with the work and access rules included in the final contracts. The above schedule is subject to modification as deemed necessary by the Municipality. Notwithstanding, work will commence upon approval of plans and specifications and receipt of appropriate permits as required. The QESP shall be required to perform its work with no interruption to the Municipality's operations, including its administrative and business operations. Any work which will interfere with the Municipality's operations and/or which is to be performed when the Municipality's facilities are in operation shall be performed on evenings and weekends. Additionally, the QESP shall conduct its work during hours that are in compliance with federal, state, county or local, laws, rules, regulations, codes and ordinances. All costs incurred by the Municipality, including overtime costs for Municipality personnel, to make the facilities available during evening and weekends shall be borne by the QESP. The Municipality reserves the right to determine what work will interfere with its operations and said determination shall be final.

## Proposal Evaluation Criteria

Proposals will be evaluated and scored on the basis of the following criteria:

1. Experience and Qualifications of the Proposer (Maximum 20 points)

For the purpose of ranking the written proposals, points will be awarded based on the quality and experience of the project team and for demonstrated experience with similar projects. Experience with similar projects will be understood to include development of performance contracts to furnish energy services in institutional or commercial facilities of similar size, systems, and use.

2. Technical Approach (Maximum 20 points)

Proposals will be evaluated on the soundness, application, and detail of presentation of technical strategies proposed for meeting the facility's energy efficiency objectives. The proposal should include descriptions of improvements both to the physical facility and to plant operations.

3. In-House Capabilities (Maximum 10 points)

Additional consideration will be given to the Proposer who can demonstrate "in-house" capability for energy auditing, project construction management, energy use monitoring, servicing, and maintaining all conservation measures (ECMs) and equipment. Because of the Town and District's strong desire to have a "one-source" relationship for the project management and control during the entire contract period maximum points will be awarded for this category to any Proposer with such "in-house" capabilities.

4. Financial Terms (Maximum 20 points)

Consideration will be given to proposals that responsibly maximize the net economic benefit to the Town and District over the term of the proposed energy services agreement and that responsibly minimize the risk to the Town and District in connection with the proposed transaction.

Factors that will be considered include: the proposed term (length) of the energy services agreement, the projected net dollar benefit to the Town and District from entering into the transaction, the methods that will be used to determine the amount of the proposer's compensation, and the degree to which the proposer has minimized risk to the Town and District in connection with the project. Such risks may include interruptions to building operations and financial risks. Additionally, if financing is proposed, the proposer's sources of financing and purchase option terms (both during the term of and at the end of the energy services agreement) will be considered.

5. Ability to Implement Project Promptly (Maximum 10 points)

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the procurement of any necessary financing, and the performance of all contract obligations throughout the contract term in a prompt and efficient manner.

6. Curriculum Enhancement/Behavior Modification Program (Maximum 5 points)

Preference will be given to proposals that contain an organized and sustainable program that will educate the staff and students in the fields of energy conservation and environmental issues. Details of the program contents complete with deliverables and target audience should be included as well as the methodology for delivery. The intent is to maximize the effectiveness of the performance contracting initiative while at the same time educate and provide incentives for the staff and students in these endeavors.

7. Green and Life Sustainable Design (Maximum 5 points)

Preference will be given to proposals that incorporate renewable energy sources, day lighting, green materials, and conservation/minimization of water and energy.

8. Oral Interviews (Maximum 10 points)

At the option of the Town and District oral interviews might be held with the top ranked QESPs to obtain clarification on issues raised by earlier stages of the evaluation process and to assess the qualifications of the QESP project team. Selection of the winning QESP will be based on information supplied for this RFP, and if elected, the oral interview.

EVALUATION CRITERIA					
Scoring Form					
			QESPs		
Criteria					
1. Experience & Qualifications 20 Points					
2. Technical Approach 20 Points					
3. In-House Capabilities 10 Points					
4. Financial Terms 20 Points					
5. Ability for Prompt Response 10 Points					
6. Curriculum Enhancement 5 Points					
7. Green & Sustainable Design 5 Points					
8. Interview 10 Points					
TOTAL					

## Proposal Evaluation Criteria – Minimum Qualifications

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses; the evaluation information should be clearly demonstrated within the submitted qualification proposal format. Refer to the Evaluation Chart shown above.

To submit a proposal, the Respondent must meet the following minimum qualifications. The proposal must establish how the QESP meets the qualifications, including whether Respondent or one of its subcontractors meets a particular qualification. If not met, the Municipality reserves the right to reject a Respondent's proposal.

### Minimum Qualifications:

The following are minimum qualifications, and if not met, the Municipality reserves the right to reject a QESP:

- QESP shall have a minimum net asset value in excess of \$2,000,000.
- QESP shall have a branch office within one hundred (100) miles of the Municipality.
- QESP shall have been in business in excess of ten (10) years and shall demonstrate a history of performance contracting for a minimum of 10 years.
- The QESP must be eligible to do business in the State of Connecticut.
- The QESP must guarantee answering emergency calls within two (2) hours of the original call and next day service for a routine service call.
- The QESP must have manufacturer-trained mechanics for the products being provided as in the response to the RFP. In the event the QESP finds it necessary to utilize a subcontractor, they must comply with all terms and conditions contained herein.
- QESP must supply the Names & Contact Information of at least five (5) Clients that have completed a contract of similar scope within the past seven (7) years. Preference will be given to school & municipalities.
- QESP must submit a copy of their maintenance contract with the RFP.
- The QESP must complete and have notarized the "Non-Collusion Affidavit of Bidder" form identified in **Appendix G**. This form must accompany all proposals being submitted.
- QESP shall demonstrate the financial ability to provide guarantees of energy savings (no third party insurance will be permitted) and a history of at least five (5) others guarantees and the dollar amount.

VI. RFP PROCEDURES

**Submission of Proposals**

Proposals must be received by January 5, 2017 at 2:00 P.M. Late proposals will be returned unopened.

Proposals are required to be submitted to the Municipality and ECG as outlined below. To prevent opening by unauthorized individuals, your proposal should be identified on the envelope or other wrapper as follows:

**“Proposal - Energy-Savings Performance Project for the Town and School District of Branford, Connecticut”**

All proposals should be addressed to:

Ms. Tyechia Pettway  
Finance Department  
Branford Town Hall  
1019 Main Street  
Branford, Connecticut 06405

Proper Submission Information:

Proposals may be mailed or hand delivered. No proposal will be accepted by electronic mail or facsimile.

**Please submit one (1) original and one (1) hard copy of your proposal in the proposal format provided within this RFP to:**

Ms. Tyechia Pettway  
Finance Department  
Branford Town Hall  
1019 Main Street  
Branford, Connecticut 06405

**Please submit one (1) hard copy and one (1) electronic USB copy of your proposal in the proposal format provided within this RFP to:**

Ms. Ashley Heintz  
Project Administrator  
ECG Engineering, P.C.  
222 Middle Country Road, Suite 318  
Smithtown, New York 11787

Request for Proposals, Energy-Savings Performance Contract at the Town and School District of Branford,  
Connecticut

## **Proprietary Information**

The Connecticut Freedom of Information Act (FOIA) as codified in Chapter 14 of the Connecticut General statutes, provides for public access to information. FOIA, Section 1-210 (b) (5) (A) provides for exceptions to disclosure for records or portions thereof that are "Trade secrets, which for purposes of the Freedom of Information Act, are defined as information, including formulas, patterns, compilations, programs, devices, methods, techniques, processes, drawings, cost data, customer lists, film or television scripts or detailed production budgets that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, and (ii) are the subject of efforts that are reasonable under the circumstances to maintain secrecy; and (B) Commercial or financial information given in confidence, not required by statute." Information that the proposer wishes to have treated as except, and confidential trade information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of submittal. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. The designation of information by the proposer as "confidential" or "proprietary" does not guarantee that it is, in fact, confidential or proprietary. Such information will be treated in accordance with the provisions of the FOIA, Section 1-210 (b) (5) (A) and Section 1-210 (b) (5) (B).

## **VII. PROPOSAL FORMAT AND CONTENTS**

Proposals must be submitted in the format outlined in this section. Each of the described parts and sections must be completed in full. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The Municipality reserves the right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein.

Each of the parts and sections described below should begin on a separate page, and each page should clearly state the name of the Proposer.

Within the Proposal format described in Section VII, Respondent must establish how it meets the minimum qualifications in Section V, and demonstrate an understanding of the evaluation criteria in Section V. The Municipality reserves the right to eliminate from further consideration any Proposal deemed to be non-responsive to any portion of this RFP.

### **Section A - QESP Background and Qualifications**

**Section A-1 (Project Management Summary)** of the proposal must contain a Project Management Summary, including the make-up of the Project team and the proposed assignment of responsibility for the major tasks involved in the total Project. Include resumes for each of the individuals listed as lead personnel in Section A-1 as "Exhibit 1" to the proposal.

If the Proposer will have single source responsibility for all portions of the Project, they need only respond to Part I. If the proposal anticipates the use of subcontractors, describe the selection process for selection of these subcontractors in Part II.

**PART I:** Project Team Information: Part I should describe the overall make-up of the Project Team and each member's areas of responsibility with addresses, telephone numbers, cellular phone numbers, names of contact persons and of lead personnel. Include a chart depicting the management structure envisioned for the Project as "Exhibit 2" to the proposal.

**PART II:** Subcontractor Information: Part II should describe the process to be followed in selecting and managing subcontractors, if any, and provide information about the areas of responsibility for additional subcontractors and the process to be followed in their selection. Identify each subcontractor, and in "Exhibit 3" provide information similar in Part I regarding the Respondent. The Municipality reserves the right to reject the use of any proposed subcontractors.

In a section to be labeled **Section A-2 – Annual Reports/Financial Statements**, include the most recent annual reports, financial statements, or other financial information sufficient to permit the Municipality to evaluate the financial strength of the Proposer. If the Proposer is a joint venture or other entity with no prior financial history, submit information with respect to constituent or parent entities.

In a section to be labeled **Section A-3 – Work Experience**, describe the prior relevant experience of the Proposer or of the partners or parent thereof. For each organization include the information listed below. (If more than ten (10) projects are relevant to this RFP, remaining examples of experience may be briefly summarized):

- Customer's name.
- Total Project capital cost at proposal stage and at final contract.
- Type of contract.
- Name and telephone number of references for the Project.
- Brief description of the Project's scope of services and status. (Include type of facility at which Project was implemented, whether the Project was timely completed and whether significant problems occurred that affected Project performance. As appropriate, identify all prime contractors or subcontractors and their role in each Project.)
- Level of energy cost savings projected in Investment Grade Energy Audit Report and the level actually achieved subject to M&V.

The right to call the references provided by the Proposer will be presumed by the Municipality.

## **Section B - Technical Aspects of the Proposal**

Your proposal must explain the approach your organization will take in delivering the comprehensive technical services required to design, install, and maintain the proposed energy efficiency improvements. Actual designs/specifications are not required at this time.

In a section to be labeled **Section B-1 - Audit Baseline and Energy Savings**, describe the Investment Grade Energy Audit that will be conducted for this Project after selection of a QESP on the basis of this RFP. Your proposal must include information on the systems to be covered, the personnel to be involved,

the general method to be used and the time frame for completion of each item. The proposal must detail the Respondent's methodology for the calculation of the baseline. The baseline used will be provided by the municipality and is provided as part of the RFP.

In a section to be labeled **Section B-2 - Proposed Energy Efficiency Measures**, provide a preliminary assessment of the energy efficiency opportunities available at the schools, based on the information provided in this RFP and a tour of the facilities. List the energy efficiency measures to be implemented under your proposal with the estimated implementation cost and the energy cost savings, including detailed energy savings calculations, **must be included with each proposal. Failure to include the estimated cost and cost savings may be grounds for rejection of the proposal.** A subsection following the list of proposed energy efficiency measures must be included titled "*Considered, but not Recommended.*" This section must list each of the potential measures noted in the Appendices, with a narrative explaining why the item could not be considered for inclusion into the proposed project scope.

In a section to be labeled **Section B-3 – Description of Ongoing Services**, describe the ongoing project monitoring and maintenance services your company will provide. Specifically, describe the personnel, schedules, conditions, equipment covered, and extra costs (if any) of the following services:

- Scheduled preventative maintenance. Warranty work only; No service contracts.
- Emergency service;
- Training of on-site staff; and,
- Monitoring of energy use.

Identify who will have supervisory responsibility for your firm's maintenance and monitoring operations in this Project. Indicate how this work will be coordinated with the daily operations of the facility.

### **Section C - Financial Aspects of the Proposal**

The Municipality seeks to enter into a project arrangement under which the Municipality will assume ownership of the energy efficiency improvements upon their installation and acceptance by the Municipality. The Municipality also seeks to structure compensation to the QESP such that payments to finance equipment and public works services plus payments for ongoing Project Management Services, if requested by the municipality will be paid in full or in part by the value of measured energy savings resulting from the Project. Payment terms shall be determined at the discretion of the Municipality.

The Respondent may propose any underlying project financing mechanism so long as it meets the objectives above and complies with Federal and Connecticut State laws, rules, regulations and all applicable codes. The Municipality may, in its sole discretion, opt to finance and/or refinance any or all of the project in an effort to obtain the lowest possible cost to the Municipality.

Detailed Financial Information Required: In a section to be labeled **Section C-1 - Cost and Savings Analysis**, based on the information provided in this RFP and your inspection of the facilities, **estimate the following costs:** *(It is required to list each facility improvement measure separately with installed cost and associated return on investment.)*



- Recurring, Management and Maintenance Contract Options – three (3) year agreement @ per year multiplied by 3 years = For system wide above ESM work covered under M&V

In a section to be labeled **Section C-3 - Financial and Contract Terms**, outline the proposed terms of the Contract with the Municipality covering:

- Duration of the contract;
- Methods by which the level of payments to the QESP will be determined including: level of guarantees, methods by which energy savings will be evaluated (i.e., values to be used for unit prices of fuels and electricity); and,
- The nature and operation of any guarantee provisions, including conditions under which the guarantee can be invoked and the methods for adjusting payments to the QESP.

In addition, describe the Respondent’s approach to the financial terms, savings guarantees, and other contractual terms. Respondent must provide an example of an energy-savings performance contract and lease. The Respondent shall submit an Energy-Savings Performance Contract and a letter of intent with its proposal.

The proposal shall include a sample invoice.

#### **Section D - Schedule for Construction and Completion**

In a section to be labeled **Section D**, the Proposer must provide a complete schedule for achievement of all major project milestones including:

- Commencement and completion of Investment Grade Energy Audits;
- Preparation of list of proposed improvements, baseline calculations, and final contract proposal;
- Execution of energy-savings performance contract;
- Providing a timeline Gantt chart for the overall project;
- Obtaining all required permits and government approvals;
- Procurement of all major equipment;
- Commencement and completion of construction;
- Training of school personnel; and,
- Commissioning and commencement of normal operation.

#### **Section E - Official Statement of Proposer**

In a section to be labeled **Section E**, the Proposer must provide statements to the following effect signed by an individual authorized to bind the Proposer:

The Proposer shall include a statement to the effect that the proposal is a firm offer for a minimum 90-day period. The proposal shall also provide the following information: Name, title, address and telephone number of individual(s) with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.

Note that all energy savings measures and calculations must be contained in the final Energy-Savings Performance Contract.

The Proposer shall specifically guarantee:

- Total energy savings projected in plan will be at least 90% of the savings projected in the proposal; and
- Project will be self-funding over a 15-year financial term.

If these conditions are not met, the Municipality may: terminate the agreement to conduct an agreement without cost or penalty; renegotiate with the QESP or begin negotiations with another QESP.

The Respondent shall specifically state that it will be able to provide all certifications required by Federal and Connecticut law, rules and regulations and/or CTSDE approval of the Project.

The respondent shall identify and explain in detail any exceptions and/or deviations to the statement required by this section E.

### **Outline of Proposal Contents**

The following is an outline of the required proposal contents as detailed above:

#### Section A – QESP Background and Qualifications

Section A-1	
Part I:	Project team information
Part II:	Subcontractor information
Section A-2	Annual reports/financial statements
Section A-3	Work experience

#### Section B - Technical Aspects of the Proposal

Section B-1	Audit baseline and energy savings
Section B-2	Proposed energy efficiency measures
Section B-3	Description of on-going services
Section B-4	Required Additional Services

#### Section C - Financial Aspects of the Proposal

Section C-1	Cost and savings analysis
Section C-2	Financial projections
Section C-3	Financial and contract terms

Section D - Schedule for Construction and Completion

Section E - Official Statement of the Proposer - Attach a suggested energy-savings performance contract with proposed terms and conditions

Appendices - Organizational Chart  
Resumes of key personnel  
Other relevant documentation

## **PRE-PROPOSAL CONFERENCE AND SITE VISITS**

The Municipality will conduct a pre-proposal conference included in this RFP on November 10, 2016 at 11:00 A.M.. Each QESP shall be given access to walk through facilities by making separate arrangements with Mr. Otto Berger, General Government Buildings Department Head at [oberger@branford-ct.gov](mailto:oberger@branford-ct.gov) for the Town and walk throughs for the School District can be made by contacting Mr. Joe Carbone, Supervisor of Buildings & Grounds at [jcarbone@branfordschools.org](mailto:jcarbone@branfordschools.org).

Municipality officials and project consultants will be present to answer questions regarding the RFP and the project. Contractors interested in attending the conference must contact ECG Engineering, P.C., Ashley Heintz at (631) 360-0006 or via email at [ashley@ecgengineering.com](mailto:ashley@ecgengineering.com), no later than 24 hours prior to pre-proposal conference.

Following the conference, arrangements can be made by contacting the individual named above to make an additional site visit(s) for the purpose of gathering additional information.

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