

REQUEST FOR QUALIFICATIONS and PROPOSALS

The Town of North Haven (“Town”) and North Haven School District (“District”) are seeking a “Third Party Owner’s Representative” (the “Vendor”) to assist the Town in the management, evaluation and implementation of an Energy Performance Contract (“EPC”) for the following Town and District buildings. The Town and District Buildings encompass a total of 615,771 sq. ft. and include the following facilities:

Town Hall;
Town Hall Annex/Rec Center;
Police Department Headquarters;
North Haven Library;
Fire Department Headquarters;
Senior Center;
North Haven High School;
Montowese Elementary School;
Clintonville Elementary School;
Green Acres Elementary School;
Ridge Road Elementary School.

The Town has completed a competitive procurement process and has selected Johnson Controls, Inc. (“JCI”) to provide the energy performance contracting services to the Town and School District. A Project Development Agreement has been executed by and between the Town and JCI. The scope of work for comprehensive energy management services is set forth in the Town’s RFQ #15-22, dated December 18, 2014. Copies of the Town’s RFQ #15-22, JCI’s Response thereto and the PDA are available for review by firms preparing a proposal in response to this RFQ/P. Please contact Edward Swinkoski, the Town’s Director of Finance and Administration, to schedule an appointment for review at the Town’s Finance Department. The Town anticipates that the Comprehensive Energy Audit (CEA) will be completed no later than May 8, 2015.

The District anticipates installation of the energy performance contract to begin during the month of June and at the start of summer recess. Adhering to a summer installation is mandatory due to boiler replacements. The Vendor must be able to devote resources necessary to complete the review process of the Detailed Energy Audit to meet this timeline.

I. Description of Services Requested:

1. The firm will supervise JCI in the 1) preparation of a detailed investment grade CEA and 2) the development of the site specific scope(s) of work to be performed, understanding that the scopes to be developed shall be those which will produce the largest and most dependable energy savings for the Town. The scopes shall incorporate energy conservation and renewable energy measures. The Vendor shall ensure that the Monitoring & Verification (“M & V”) measures selected will ensure that the guaranteed energy savings are realized.
2. The Vendor shall assist the Town in the negotiation, preparation and review of a contract between JCI and the Town that reflects the scope of work identified in the CEA. The Vendor

shall ensure that the Town incurs no cost, expense or liability throughout the term of the project.

3. The Vendor shall review the design of the project to ensure that the scope of work identified in the CEA is reflected in the design.

4. The Vendor shall provide construction administration services typical for similar public projects, to ensure the project is completed in accordance with approved plans, specifications, and the JCI contract. Vendor shall inspect and verify substantial completion of the project, identify all punch list items, and review/approve the JCI invoices. Vendor shall prepare certificates of payment, RFI logs, status/progress reports and Certificates of Substantial Completion, respectively. Vendor shall monitor all system commissioning. Vendor shall ensure that all warranties, guarantees, rebates, training, operation and maintenance materials, equipment manuals, and other contractual requirements are adequate, are provided, are documented and are turned over to the appropriate Town and District personnel.

5. Vendor shall review the detailed and comprehensive M & V Plan prepared by JCI. Vendor's review of the M&V Plan is considered by the Town as a critical element of the performance contract because it provides the basis for the energy savings guarantee and debt service payment.

II. Qualifications and Experience

Due to the unique nature of the EPC process, the successful Vendor will limit its responses to identifying the specific experience and qualifications of Vendor with regard to the technical review, management, design, and supervision of EPC projects.

All Proposals shall:

A. List past and present projects whereby the firm represented Connecticut municipalities in the evaluation and management of EPC projects. Provide contact information, project size, completion date and verification of energy savings (minimum 4 projects).

B. Provide a list of the licensed professional engineers, Certified Energy Managers (CEM) and Project Managers that are proposed to work on this project and their related experience developing and managing Energy Performance Contracts. The Vendor must be authorized to conduct business in Connecticut and be professionally licensed in the State of Connecticut.

C. Provide an explanation of the best practices and procedures you will employ to ensure that energy saving proposals submitted by JCI are reasonable, justifiable, measurable and adhere to professional practices.

D. Provide an actual report(s) your firm prepared for a Connecticut municipality evaluating an ESCO's CEA and M&V verification report(s) for an EPC project.

E. Identify all projects that Vendor worked on or monitored that failed to realize the energy savings guaranteed and identify the course of action taken or outcome.

F. Identify any litigation, arbitration or mediation proceedings to which Vendor has been a party, for any reason, in the past five (5) years.

G. Identify any projects which Vendor, for whatever reason, failed to complete, was declared to be in breach or default or was terminated from.

III. Fees for Professional Services

Submit a proposed fee structure based on a percentage of the Total Construction Cost of the Energy Performance Contract along with a proposed schedule of partial payments throughout the EPC process.

Total fee to perform above scope of work:

___ % of Total Construction Cost

Also, propose any savings clause or similar provision that you have utilized on other EPC projects.

IV. Proposal Evaluation Criteria

Town personnel will review the proposals received and evaluate them, using the criteria below:

A. Extent and depth of experience performing energy performance project evaluation, development and management for government agencies as the owner's representative or project manager.

B. Level of client satisfaction determined from comments provided by other Connecticut municipalities for whom Vendor provided similar services on comparable projects.

C. Experience, qualifications, and availability of the professional staff expected to be assigned to this project.

D. Experience with green, sustainable and renewable energy systems and energy conservation measures (ECM).

E. Proposed costs to provide engineering services as outlined in the RFP.

V. Right to reject proposals:

This RFQ/P does not commit the Town to award a contract. The Town and the District expressly reserve the right to reject any and all proposals, if deemed by them to be in the best interest of the Town. Neither the Town nor the District shall be, under any circumstances, obligated to pay any cost incurred in the preparation of a proposal in response to this RFQ/P. If the Town awards a contract, its award shall be based on its determination that such award is in the best interest of and advantage to the Town. The Town may select, as the successful proposal, that proposal which, in

the Town's sole discretion and with whatever modifications the Town and the Proposer may mutually agree upon, best meets the Town's requirements, regardless of whether 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 Town, in its sole discretion, shall enter into a contract with the Proposer that it selects as the Vendor.

VII. Conflict of interest

Vendor certifies, by submitting a proposal, that no owner, employee or family member (defined for purposes of this RFQ/P as spouse, parent, sibling or child) of an owner or employee is a current or former employee of the Town or District.

Vendor further certifies that no owner or employee of Vendor has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Vendor's independent judgment or action in the performance of the proposed duties.

Vendor further certifies that it has no relationship, contractual or otherwise, whereby it derives any revenue from JCI or any subsidiary or affiliate of JCI.

Vendor certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this RFQ/P.

Vendor hereby covenants and agrees that no employee, elected official or appointed official of the Town or District has any interest in this Agreement or will directly or indirectly benefit therefrom.

VIII. Compliance with Town Regulations

The Vendor shall cause all persons performing work pursuant to this Agreement to comply with all Town and District requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the Vendor shall cause all persons performing work to comply with any such requirements.

IX. Confidential Information

The Vendor shall itself and its employees and agents, cause all such persons providing services under this Agreement to preserve and protect all information of the Town and District to which they may have access during the performance of work under this Agreement as confidential. Vendor expressly acknowledges that the facilities that are the subject of the Project are school facilities and public buildings and that security and safety of the occupants, users and general public are of paramount importance.

XI. Questions Regarding this RFQ

The Town will accept questions by e-mail regarding this RFQ no later than March 23, 2015. All questions must be sent to:

Edward J. Swinkoski
Director of Finance/Administration
swinkoski.edward@town.north-haven.ct.us

Please provide company name, phone number and e-mail address and contact person when submitting questions.

XII. RFQ Timeline

RFQ ISSUED	March 18, 2015
Deadline for submitting questions	March 23, 2015
Responses to questions	March 25, 2015
RFQ Submission Due	March 27, 2015 by 10:00 AM
Interviews (if necessary)	April 1, 2015
Selection of Vendor	April 6, 2015

These dates represent a tentative schedule of events. The Town reserves the right to modify these dates at any time, with appropriate notice to prospective vendors. The Town reserves the right to invite vendors in for interviews. The Town, in its sole discretion, shall determine which vendors, if any, are deemed qualified and will be interviewed.

XIII. RFQ Submission Requirements

- A. Provide three (3) copies of submission.
- B. Submission must be submitted to the Town in one sealed package and be clearly marked: Response to "RFQ/P for PERFORMANCE CONTRACT -OWNER'S REPRESENTATIVE".
- C. Responses must be received at the address referenced below no later than date and time referenced above. Vendors may submit their responses any time prior to the deadline.
- D. Submissions that arrive after the time and date referenced above or are submitted to an office other than the one indicated below **WILL NOT BE ACCEPTED** by the Town.
- E. Responses shall be submitted to:

Edward Swinkoski
Director of Finance/Administration
Town of North Haven
18 Church Street
North Haven, CT 06473

- F. Responses must be signed by an individual(s) legally authorized to bind the Vendor.

XIV. ADDITIONAL INFORMATION

GENERAL TERMS AND CONDITIONS

A prospective Vendor shall adhere to the terms and conditions of this RFQ/P, including the following, and must positively state its acceptance and compliance with these requirements in its response to this RFQ/P.

Ownership of Documents – All qualification statements and proposals submitted in response to this RFQ/P are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/P is to be the sole property of the Town unless stated otherwise in the RFQ/P or contract.

Timing and Sequence – Timing and sequence of events resulting from this RFQ/P will ultimately be determined by the Town.

Oral Agreements – The Town and District shall not be responsible for any alleged oral agreement or arrangement made by a respondent with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the proposal of any Respondent that is in default of any prior contract or for misrepresentation.

Town's Clerical Errors in Awards – The Town reserves the right to correct inaccurate awards resulting from its clerical error.

Rejection of Qualification Statements - Qualification statements and proposals 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/P.

Changes to Qualification Statements - No additions or changes to the original qualification statement or proposal will be allowed after submittal.

Contract Requirements – A formal written agreement, to be drafted by the Town, will be entered into with the Vendor. The contents of the qualification statement and proposal submitted by the successful Vendor, as well as this RFQ/P, shall become part of any contract award.

Rights reserved to the Town – The Town reserves the right to award in part, to reject any and all

qualification statements and proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Town will be served.

Withdrawal of Qualification Statements – Negligence on the part of the Respondent in preparing the qualification statement or proposal confers no right of withdrawal after the time fixed for the acceptance of the qualification statement.

Assigning, Transferring of Agreement – The Vendor 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.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by the organization in preparing and submitting a qualification statement.

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. Connecticut's Prevailing Wage Law Provision. If applicable, Respondent must be in full compliance with Connecticut General Statutes 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 of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

3. Occupational Safety and Health Administration Requirements. According to Connecticut General Statutes, 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 one hundred thousand dollars 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 contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

INSURANCE REQUIREMENTS

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.

The insurer shall provide the Town 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 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 District and the Town as Additional Insureds on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waiver of Subrogation.

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).

SPECIFIC REQUIREMENTS

Workers' Compensation Insurance

The Respondent shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident \$500,000 Disease,

Policy Limit \$100,000 Disease, Each Employee

Commercial General Liability Insurance

The Respondent shall carry Commercial General Liability insurance. A per occurrence limit of \$1,000,000 combined single limit bodily injury and property damage is required. The Aggregate limit will not be less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance. The insurance shall include a Waiver of Subrogation.

Business Automobile Liability Insurance

The Respondent shall carry Business Automobile Liability Insurance. A per occurrence limit of \$1,000,000 combined single limit bodily injury and property damage is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Professional Liability Insurance

The Respondent shall carry Professional Liability Insurance, on a project specific basis, in the amount of \$2,000,000 per claim/aggregate basis. Both the base policy and rider shall not have a deductible greater than \$75,000 and each shall have a retroactive date, if any, prior to commencement of services on the project; and with coverage to be maintained in effect continuously for a period of at least seven (7) years after substantial completion of the project.

Excess Umbrella Liability Insurance

The Respondent shall carry excess liability insurance in the amount of at least \$1,000,000 overlaying employers liability, commercial general liability (including completed operations), and business automobile liability coverage.

OTHER DATA

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