

# **RFP for Energy Savings Performance Contracting Services**

## **Section 1: Standard Instructions to Proposers**

---



### **TOWN OF HAMDEN REQUEST FOR PROPOSAL #19-09 ENERGY PERFORMANCE CONTRACTING SERVICES**

The Town of Hamden and the Hamden Board of Education, (hereinafter referred to as the “Town”) seeks proposals from Energy Services Companies (Contractor) to conduct an investment grade energy and water use audit of town facilities and schools, and to potentially enter into an Energy Savings Performance Contract.

**Please be advised RFP #19-06 has been canceled and reissued under RFP #19-09.**

Specifications and the form of proposal on which bids must be submitted may be obtained at the Purchasing Office, Hamden Government Center 2750 Dixwell Avenue, Hamden, CT between the hours of 8:30 A.M. and 4:30 P.M., Telephone (203) 287-7110. This RFP and Addenda's may be downloaded at [www.biznet.ct.gov](http://www.biznet.ct.gov) or a PDF version may be obtained by e-mailing a request to [purchasing@hamden.com](mailto:purchasing@hamden.com). It is the responsibility of the vendor to check the website for such addenda prior to submission of any Bid or RFP. Failure to address any addenda relating to the bid of interest may disqualify submitted and or proposals.

All questions are to be submitted to [purchasing@hamden.com](mailto:purchasing@hamden.com). Last day for questions is April 11, 2019.

It is the sole responsibility of the responder to see that the proposal is in the hands of the proper authority prior to the opening.

**There will be a Mandatory Site Meeting and Walkthrough of the Facilities on 9:00 AM on March 28, 2019.** The meeting will start at Hamden Government Center, 2750 Dixwell Avenue, 3<sup>rd</sup> Floor Conference Room, Hamden, CT 06518 and proceed to Church Street School.

Sealed proposals (1 original, 2 copies and 1 electronic copy on a Flash Drive) will be received at the Finance Office, Hamden Government Center, 2750 Dixwell Avenue, Hamden, CT 06518, to be held in the Purchasing lock box, on or before **April 18, 2019 at 11:00 A.M.** at which time they will be publicly opened.

The Town of Hamden reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin  
Purchasing Agent

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

**TOWN OF HAMDEN, CONNECTICUT**

**REQUEST FOR PROPOSALS FOR ENERGY PERFORMANCE CONTRACTING SERVICES**

**Proposal Number: 19-09**

**Proposal Opening Date: Tuesday, April 18, 2019**

**Proposal Opening Time: 11:00 AM**

**Proposal Opening Place: Purchasing Conference Room**

\*\*\*\*\*

**INTRODUCTION**

The Town of Hamden and the Hamden Board of Education, (hereinafter referred to as the “Town”) seeks proposals from Energy Services Companies (Contractor) to conduct an investment grade energy and water use audit of town facilities and schools, and to potentially enter into an Energy Savings Performance Contract. The successful Contractor will identify potential building and operational improvements to reduce energy and related costs in town facilities and schools, while maintaining Standards of Comfort, so that the annual cost savings are in excess of payments to the Contractor for the improvements. This RFP is not a contract offer, it is a request for responders to propose improvements as aforementioned.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer’s failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising the RFP, these Standard Instructions to Proposers shall prevail.

Subject to its best interests, the Town reserves the right to amend or terminate this Request for Proposal, to accept all or any part of a response to this RFP, to reject all responses, to waive any informalities or non-material deficiencies in a response, and to select a contractor to potentially continue with the development and implementation of energy and operational improvements to Town and School properties.

This Request for Proposal “RFP” includes the following sections and attachments:

- Section 1: Standard Instructions to Proposers
- Section 2: Specifications and Scope of Work
- Section 3: Insurance Requirements
- Section 4: RFP Form
- Section 5: Non-Collusive RFP Statement
- Section 6: Non-Conflict Affidavit of Respondents
- Attachment A: Special Contract Terms and Conditions
- Attachment B: Proposed Project Schedule
- Attachment C: Contractor Response
- Attachment D: Evaluation Criteria
- Attachment E: Technical Facility Profile and IGA Properties

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

**SECTION 1: STANDARD INSTRUCTIONS TO PROPOSERS**

Pre-proposal Walkthrough: A site meeting and tour of the facilities will be held on November 8, 2018. The purpose of the pre-proposal walkthrough is to review the requirements of this RFP, answer questions from ESCOs in attendance, and aid in scoping the three (3) ECMs identified in Attachment C of this document. The site visit is for all Contractors who plan to submit a proposal. No follow-up tours, additional access to buildings, or alternative dates for tours will be allowed unless offered to all respondents.

DATE: Thursday, March 28, 2019  
TIME: 9:00 AM  
LOCATION: Hamden Town Offices, 3<sup>rd</sup> Floor Conference Room  
2750 Dixwell Ave  
Hamden, Connecticut, 06518

Proposal Opening: Thursday, April 18, 2019 at 11 AM

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

**OBTAINING THE RFP**

All documents that are a part of this RFP are contained within this document.

**PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the Town office identified above prior to the date and time the first proposal is scheduled to be opened publicly. Proposals postmarked prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by electronic mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

Three (3) hard copies, plus one (1) electronic copy on a USB flash drive, of all proposal documents (*attachments greater than 5 pages shall only be electronic, but referenced as such in the proposal documents, e.g. Attachment C Section 4c Sample Technical Audit*) must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS**," and the **Proposal Title, Proposal Number and Proposal Opening Date**, to prevent opening prior to the opening date set forth above. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the prescribed Proposal Form, and all blank spaces for proposal prices must be completed in ink or be typewritten in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the opening. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, and execute a binding agreement with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the proposal.

#### **MODIFICATION**

Any Responder may modify his/her/its Proposal **prior** to the scheduled deadline for receipt of Proposals. See paragraph one above. The Responder wishing to modify its Proposal shall submit such modified Proposal in accordance with paragraph one above, shall unequivocally indicate that its prior Proposal is superseded by the modified Proposal and shall submit its modified Proposal in an envelope clearly marked **"MODIFIED PROPOSAL"**.

#### **ERRORS**

The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the Proposal, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

#### **OBLIGATIONS OF RESPONDER**

Each Responder shall, prior to submitting a Proposal, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Responders shall be presumed to have read and to be thoroughly familiar with the specifications and all RFP documents. The failure of any Responder to request, receive or examine any information or the failure of the Responder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any Responder from any obligation in respect to the Proposal and shall not subject the Town to any liability whatsoever.

Furthermore, the Responder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws, codes and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the RFP documents.

#### **"OR EQUAL" CLAUSE**

Whenever a material, article or piece of equipment is identified in the RFP document by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

**PATENTS**

The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or RFP documents.

**QUESTIONS AND AMENDMENTS**

Questions concerning the proposal process and procedures are to be submitted **in** emailed directly **only to:**

E-mail: [purchasing@hamden.com](mailto:purchasing@hamden.com)

**Proposers are prohibited from contacting any other Town employee, officer, official, or Owner's Representative concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than April 11, 2019. That representative will confirm receipt of a proposer's questions by electronic mail. The Town will answer all written questions by issuing an addendum, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same. At least four (4) calendar days prior to proposal opening, the Town will post a copy of the addendum on the DAS website, [www.biznet.ct.gov](http://www.biznet.ct.gov), under "Proposals & RFP." Each proposer is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its proposal in accordance with the RFP as modified by the addendum.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

**ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any Responder to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable. The Responder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a Proposal if, in the Town's sole discretion, the Town determines that a RFP is non-responsive, a Responder is not responsible, a Responder is not qualified to perform the work, or the Town otherwise determines that the award of a contract to the Responder is not in the best interest of the Town. Conditional RFPs will not be accepted.

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

**COSTS FOR PREPARING PROPOSAL**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

**OWNERSHIP OF PROPOSALS**

All proposals submitted become the Town's property and will not be returned to proposers.

**FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described below, the Town shall, to the extent permitted by law, protect from unauthorized use and disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it shall immediately notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure of said information by notifying the Town in writing to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

**REQUIRED DISCLOSURES**

In its Proposal Form each proposer must disclose, if applicable:

Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract terms contained in this RFP.

If it is listed on the State of Connecticut's Debarment List;

If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;

All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of their place of employment) have been involved within the last ten (10) years;

All criminal proceedings in which the proposer or any of its principals (regardless of their place of employment) has ever been the subject; and

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

Each instance in which it or any of its principals (regardless of their place of employment) have ever been found to have violated any state or local ethics standard or to have committed any other offense arising out of the submission of proposals or bids, or the performance of work on public works projects or contracts.

A proposer's acceptability based on these disclosures lies solely in the Town's discretion.

**LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration to do business in the State of Connecticut that is on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status.

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION  
REQUIREMENTS; SAFETY COMPLIANCE**

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 (\$100,000.00) 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 contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

**INDEMNITY/HOLD HARMLESS**

The contractor's insurance policies will be endorsed to provide for the Town of Hamden to be named as an additional insured. The contractor will indemnify and save harmless the Town of Hamden from all suits and actions related to injuries to and/or damage to the property of others as a result of the activities of the contractor, its servants and agencies acting for the contractor.

**CERTIFICATE OF INSURANCE**

The Contractor, prior to the start of any work under a contract with the Town, shall provide the Town's Purchasing Office with a Certificate of Insurance to conform to the following:

- a. Form(s) acceptable to the Town of Hamden.
- b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
- e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the Contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by the Contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the Contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The contractor agrees and warrants that in the performance of a contract with the Town such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. 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 RFP documents, purchase orders, leases 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. The successful Responder



## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –“Town of Hamden, Chapter 110, Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

**Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts.** (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of a contract with the Town such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and P.A 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding

## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5), and made technical and conforming changes throughout.

**Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts.** (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of a contract with the Town such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The successful bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –“Town of Hamden, Chapter 110 “Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

**Set Asides:** If a Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for “small contractors,” as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for “minority business enterprises,” as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, Responders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. RESPONDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. RESPONDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT RESPONDERS' ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to

## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

#### **CLAYTON ACT**

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

#### **AWARD TO OTHER THAN THE APPARENT LOW RESPONDER**

The Town of Hamden reserves the right to award the work to a Responder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

#### **PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, ordinances and regulations that in any manner relate to the RFP or the performance of the work described therein.

## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in the RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

#### **DELIVERY ARRANGEMENTS**

The successful proposer shall deliver the items that are the subject of the RFP, at its sole cost and expense, to the location listed in the Specifications.

#### **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town may correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the right to accept the proposal that, all things considered, is in the Town's best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town reserves the rights to: accept all or any part of a proposal; reject all proposals; waive any informalities or non-material deficiencies in a proposal; and award the proposal to the proposer that, in its judgment, will be in the Town's best interests. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

If the selected proposer meets all specifications, is responsive, and, if applicable, qualified, but the proposal is not acceptable to the First Selectman or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all proposals, to accept a different proposal, or to take such other action as may be in the Town's best interests.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award is subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

If the proposer does not execute the Contract within ten (10) business days of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Town will post the proposal results and award recommendation on its website, [www.biznet.ct.gov](http://www.biznet.ct.gov), under “Proposals & RFP’s,” if it intends to do so.

The Preliminary Notice of Award and Contract Execution dates in Section 3’s Key Dates are anticipated, not certain, dates.

**AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY**

It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Town of Hamden Proposals are submitted, preference may be given to the minority and/or female contractor.

**NONRESIDENT REAL PROPERTY CONTRACTORS**

Out of state Contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

**NON COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Non Collusion Affidavit in Section 7 of this RFP.

**CONTRACT TERMS**

The following provisions will be mandatory terms of the Town’s Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

**1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer must agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer’s insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer’s obligations under this section shall not be limited by any limitation on the

## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

The Town will NOT defend, indemnify, or hold harmless the successful proposer.

#### **2. ADVERTISING**

The successful proposer shall not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of a public proposal. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

#### **3. W-9 FORM**

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

#### **4. PAYMENTS**

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

#### **5. TOWN INSPECTION OF WORK**

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

#### **6. REJECTED WORK OR MATERIALS**

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

#### **7. MAINTENANCE AND AVAILABILTIY OF RECORDS**

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

#### **8. SUBCONTRACTING**

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (the subcontractor's full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed

## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons, whether directly or indirectly employed by the subcontractor(s), as the successful proposer is for the acts or omissions of the persons it employs directly.

#### **9. WAGE RATES**

Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

#### **10. PREFERENCES**

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Fairfield County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

#### **11. WORKERS COMPENSATION**

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

#### **12. SAFETY**

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

#### **13. COMPLIANCE WITH LAWS**

**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

**14. LICENSES AND PERMITS**

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

**15. AMENDMENTS**

The Contract may not be altered or amended, except by written agreement of both parties.

**16. ENTIRE AGREEMENT**

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in the Contract or attached as exhibits hereto.

**17. VALIDITY**

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

**18. CONNECTICUT LAW AND COURTS**

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of this Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

**19. NON-EMPLOYMENT RELATIONSHIP**

The Town and the successful vendor are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful vendor understands and agrees that it is not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability. The successful vendor shall be solely responsible for any applicable taxes.



**RFP for Energy Savings Performance Contracting Services**  
**Section 1: Standard Instructions to Proposers**

---

**RESERVED RIGHTS OF TOWN**

The Town of Hamden reserves the right to accept or reject any or all RFPs or Proposals; to waive any technicality in a RFP or Proposal or part thereof submitted, and to accept the RFP deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split RFPs and quotations among two or more Responders.

The Town reserves the right to reject any Proposal submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, and responsibility).

**MISCELLANEOUS REQUIREMENTS**

**All Applicable Codes to Be Met:** All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

**Deliveries:** All deliveries are inside deliveries.

**Provision of RFP Packets, Submission of RFPs:** proposed packets will be mailed upon request.

RFP packets will not be faxed.

RFP proposals must be mailed back or delivered to: Hamden Government Center  
Finance Department  
2750 Dixwell Avenue  
Hamden, CT 06518

**ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFP #, RFP DATE, AND RFP TITLE ONLY.**

**Ownership of Documents** – All qualification statements, proposals and RFPs submitted by Responders 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 Request for Proposal is to be the sole property of the Town unless stated otherwise in the Request for Proposal or contract.

**Timing and Sequence** – Timing and sequence of events resulting from this Request for Proposal will ultimately be determined by the Town.

**No Oral Agreements** – The Town, its agencies (including Owner's Representatives) and employees, shall not be responsible for any alleged oral agreement or arrangement made by a Responder with any agency or employee of the Town or District.

## **RFP for Energy Savings Performance Contracting Services**

### **Section 1: Standard Instructions to Proposers**

---

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

**Assigning, Transferring of Agreement** – Responders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their 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 any Responder in preparing and submitting a Proposal.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

## **SECTION 2: SPECIFICATIONS AND SCOPE OF WORK FOR ENERGY PERFORMANCE CONTRACTING SERVICES**

### **BUILDINGS, FACILITIES AND APPROACH**

The objective of the Town in issuing this RFP is to select an ESCO to implement upgrades and improvements to Town-owned entities through a Guaranteed Energy Savings Contract. The Town is interested in contracting for a full range of energy services and energy-related capital improvements ("energy conservation measures" or "ECMs"), financed through a guaranteed energy savings contract at no capital cost to the Town. The current potential scope to be included in an IGA for development and contemplation for consideration of an ESPC Contract includes 25 facilities with an approximate total area of **1.5M ft<sup>2</sup>** and a **potential for a microgrid**. Refer to *Attachment E: Technical Facility Profiles and IGA Properties* for a complete list of properties and technical facility profiles. Additional Town-owned entities may be added at the Town's description during IGA development.

### **CONTRACTOR SERVICES**

Contractor must have the demonstrated capability in engineering and management to provide a broad range of services. Services may include but are not limited to the following:

#### Project Development Phase

- Investment grade audit to evaluate costs and savings of a variety of energy and water-saving measures
- project proposal including financial analysis
- benchmarking using Energy Star tools
- commissioning plan
- measurement and verification plan adhering to IPMVP v4 guidelines
- utility bill data services to capture credits from utility bill errors

#### Implementation and Construction Phase

- engineering design
- equipment procurement and purchasing
- construction management
- hazardous waste disposal or recycling
- access to financing from credible companies
- commissioning

#### Post-Acceptance Performance Period Phase

- continuing operations and maintenance for all improvements
- staff training on routine maintenance and operation of systems
- training of occupants
- guarantee of performance and cost savings for the entire term of the contract
- measurement and verification for measurement and reporting of the performance and savings
- allow for independent review of measurement & verification (guaranteed savings to pay for independent Contractor)

## RFP for Energy Performance Contracting Services

### Section 2: Specifications and Scope of Work for ESPC

---

- analysis and application for Energy Star Label [www.energystar.gov](http://www.energystar.gov) and/or LEED-EBOM (Leadership in Energy and Environmental Design for Existing Buildings-Operations and Maintenance, by the US Green Building Council) <http://www.usgbc.org/DisplayPage.aspx?CMSPageID=221>
- monitoring and reporting of emissions reductions
- maintaining long-term, high-efficiency performance of buildings

Contractor must have the technical capability to address a broad range of systems including, but not limited to:

- Mechanical Systems: Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Plants: Distribution systems, cogeneration systems, renewable energy systems, etc.
- Lighting systems: Indoor and outdoor lighting systems (excluding roadway lighting), lighting controls, daylighting strategies.
- Electrical distribution systems: Transformer replacements, etc.
- Building envelope systems: Windows, insulation, weatherization, etc. (It is recognized that window replacements are rarely cost-effective, but could be considered as part of an overall comprehensive plan.)
- Specialty Systems: laundry equipment, kitchen equipment, renewable energy systems (e.g. PV, solar thermal, ground source heat pumps, wind power.)
- LEED-EBOM: LEED-EB strategies to improve operations and maintenance practices
- Water and Sewage Systems. Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, and irrigation system controls or modifications.
- Desired projects.

**Utility Incentives** – Contractor must diligently pursue any local utility incentive programs, grants, or assignment of tax benefits, as applicable. Detailed information concerning these programs may be obtained directly from the utilities or other funding sources. Contractor shall deduct any utility incentives from the Total Project Investment. All grants and other funding sources must entirely be passed through to the Town. The selected Contractor will be required to secure and maximize the usage of all applicable utility incentives available for this project.

**RFP for Energy Performance Contracting Services**  
**Section 3: Insurance Requirements**

---

**SECTION 3: INSURANCE REQUIREMENTS**

- INSURANCE:** The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful Responder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Responders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Responder.

**I. WORKERS COMPENSATION**

- a) Connecticut Statutory Limits
- b) Applicable Federal Statutory Limits
- c) Employer’s Liability \$100,000 per Accident  
\$100,000 Disease per Employee  
\$500,000 Policy Limit

**II. COMMERCIAL GENERAL LIABILITY**

- Bodily injury and Property Damage
- Each Occurrence \$1,000,000
- Fire Damage \$ 100,000
- Medical Expense \$ 5,000
- Personal Injury/Advertising \$ 1,000,000
- General Aggregate \$ 3,000,000
- Products & Completed Operations Aggregate \$ 1,000,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.

**III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)**

- Liability (Combined Single Limit) \$1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

**IV. UMBRELLA/EXCESS LIABILITY (If Required)**

- Liability Limit – Each Occurrence over primary \$5,000,000
- Self-Insured retention \$10,000

**RFP for Energy Performance Contracting Services**  
**Section 3: Insurance Requirements**

---

- V. RAILROAD PROTECTIVE LIABILITY (If Required)  
Bodily Injury and Property Damage \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate
- VI. POLLUTION LIABILITY (If Required)  
Bodily Injury and Property Damage \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate
- VII. PROFESSIONAL LIABILITY (If Required) \$3,000,000 Each Occurrence  
\$3,000,000 Aggregate
- VIII. MONEY & SECURITIES-BROAD FORM  
Limit \$(Insert Limit)

IX. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation and Professional Liability.

X. The Responder shall hold the Town of Hamden and/or Hamden Board of Education harmless for and against any and all injuries to persons and/or property resulting out of performance of this contract and resulting from the Responder's negligence.

ITEM VII AND VIII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION"

**RFP for Energy Performance Contracting Services**  
**Section 5: Non-Collusive RFP Statement**

---

**SECTION 4: RFP FORM**

TO: Purchasing Agent  
Hamden Government Center  
2750 Dixwell Avenue  
Hamden, CT 06518

I have received the RFP documents entitled \_\_\_\_\_

and dated \_\_\_\_\_

I have received Addenda dated as follows: \_\_\_\_\_

I have considered and included the provisions of the RFP documents noted above in my Proposal. I have examined the RFP documents and I submit the following Proposal:

In submitting this Proposal, I agree:

1. To accomplish the work in accord with the RFP Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any RFP documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.
2. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within \_\_\_\_\_ calendar days following Owner's date of Notice to Proceed.
3. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all RFPs, alternates, options, or Proposals; to waive any technical defect in a RFP or part thereof submitted, and to accept the RFP deemed by the Town to be in the best interest of the Town of Hamden.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Contractor Tax ID #

\_\_\_\_\_  
Contractor License #

**RFP for Energy Performance Contracting Services**  
**Section 5: Non-Collusive RFP Statement**

---

**COMPLETE AND RETURN**

**RFP #:**

**RFP TITLE**

**SECTION 5: NON-COLLUSIVE RFP STATEMENT**

The undersigned Responder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

- (1) The Proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or Responder of materials, supplies, equipment, or services described in the invitation to RFP, designed to limit independent proposing or completion, and
- (2) The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not any employee or agent of the Responder or its surety on any bonds furnished with the Proposal and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Responder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the Proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Responder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title of Person  
Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**RFP for Energy Performance Contracting Services**  
**Section 6: Non-Conflict Affidavit of Respondents**

---

**COMPLETE AND RETURN**

**RFP #:**

**RFP TITLE**

**SECTION 6: NON-CONFLICT AFFIDAVIT OF RESPONDENTS**

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of Connecticut S.S.

County of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Legal Name of Respondent: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature* and Title of Person

By: \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A: SPECIAL CONTRACT TERMS AND CONDITIONS**

**Payment through Performance Contract.** Town shall have no payment obligations under this contract provided that the Contractor and Town execute an Energy Savings Performance Contract within 120 days after issuance of the **Notice of Acceptance** of the final **Investment Grade Audit and Project Proposal Contract**; the fee for the audit shall be incorporated into Contractor's project costs in the Energy Savings Performance Contract and paid through the Energy Savings Performance Contract funding mechanisms.

**Project With Insufficient Savings.** Town shall have no payment obligations under this Contract in the event that Contractor's final **Investment Grade Audit and Project Proposal Contract** does not contain a package of energy and water saving measures which, if implemented and as meeting terms of **Scope of Work, Guidelines and Requirements**, will provide the Town with cash savings sufficient to fund Town's payments of all costs and fees associated with the Energy Savings Performance Contract, including 1) the fee associated with the Investment Grade Audit, 2) all monthly payments on a lease purchase agreement to finance the measures, 3) any agreed upon annual fees for monitoring and maintenance incurred by the Contractor. Should the Contractor determine at any time during the Investment Grade Audit that savings cannot be attained to meet these terms, the Investment Grade Audit will be terminated by written notice by the Contractor to Town. In this event this Contract shall be cancelled and Town shall have no obligation to pay, in whole or in part.

**Project is declined by Town.** If the ESCO is able to deliver a self-funding project that meets the contract's requirements and the project is declined by the Town, then within 90 days of the Town's decision not to execute the **Project Proposal Contract**, Town shall pay to Contractor a sum not to exceed **TBD Dollar Amount in Words (\$ dollar amount)** based on a maximum of the square footage to be audited gross square feet at cost per square foot per square foot of audited square-footage, as per **Cost and Pricing**. Town shall only pay for square-footage actually audited. Areas deemed by Contractor not to be audited will not be charged to Town.

**Funding sources to support annual payment:**

The following payment sources will be considered in the audit:

- Annual energy cost savings
- Annual water and other utility cost savings
- Material/commodity savings, only in years when savings are achieved, including avoided costs such as lamp and ballast replacements, scheduled replacement of parts, etc.
- During negotiations, the Town may consider the inclusion of maintenance cost savings such as terminated service contracts on equipment.
- Note: Town labor costs are not considered as a funding source

## **RFP for Energy Performance Contracting Services**

### **Attachment A: Special Contract Terms And Conditions**

---

**Equity cash outlay:** At the option of the Town, an equity cash outlay, pending funding approval, may be used as an additional funding source

**Maintenance and operation cost savings:** Savings will be limited to those that can be thoroughly documented and approved. Such savings must only be attributed to the cash flow in years when savings will actually occur.

**Contract Term.** The contract term may be up to 15 years provided the cost-weighted average lifetime of the equipment exceeds the contract term. The *ASHRAE Book of Standards* will be used in determining the cost-weighted average useful life of the equipment.

**Annual Savings Exceed Annual Costs.** Annual savings shall exceed annual payments each and every year while the performance guarantee is in effect. There shall be no “carry-over savings”, this means that excess savings in other years shall not be allocated to meet shortfalls in any other year. Annual payments shall include debt service, Contractor fees, maintenance services, monitoring services, third party consultant services, and other agreed upon costs and services.

**Annual Guaranteed Cost Savings.** An annual guarantee of cost savings will be provided for every year of the contract term, and every year the ESCO shall conduct M&V, as outlined in the ESPC, and provide an Annual M&V Report to prove that the savings were achieved. The Town reserves the right to terminate the requirement of Annual M&V and the costs associated with this after the first year from the date of project acceptance. If the Town exercises that option, the ESCO will no longer need to provide annual M&V services. Annual services for measurement and verification of the guarantee shall be available to the Town as a continued option for each subsequent year of the contract term. The guarantee must provide for the sum of identified cost savings to equal or exceed the amount of the annual payment, where annual payment equals lease, plus measurement & verification fee, plus required service, for each and every year while the guarantee is in effect.

**Construction Period Savings.** Savings accrued during the construction period may be allocated, unless the Town directs the selected ESCO otherwise.

**Excess Savings (beyond the guaranteed amount).** Excess savings will be retained by Town and will not be allocated to shortfalls in savings in other years. See “Annual Savings Exceed Annual Costs” above.

**Use of Stated Cost Markups.** The individual cost markups disclosed in the proposal will be used in both the Investment Grade Audit and the Energy Savings Performance Contract, provided the size and scope of the project remain similar. Cost markups presented in the proposal can be negotiated downward.

**Open Book Pricing.** Open book pricing will be required, such that the Contractor will fully disclose all costs, including all costs of subcontractors and vendors. Contractor will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. Contractor will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Stated cost markups will be clearly applied.

**Contingency.** Any unused contingency cost will not be retained by the Contractor and will be applied to pay down the project.

## **RFP for Energy Performance Contracting Services**

### **Attachment A: Special Contract Terms And Conditions**

---

**Equipment Compatibility or Standardization.** The Town reserves the right to reject any manufacturer's equipment that does not meet this requirement. Whenever possible, the Town desires that systems and equipment installed as part of this project, be compatible with existing systems and equipment to allow for standardization of equipment Town-wide. The Town requests that non-proprietary, open-source, and royalty-free software and equipment.

**Annual Appropriations.** Annual payment is subject to annual appropriations.

**Inflation and Escalation Rates.** Any inflation rates will be pre-approved by Town.

**Energy Escalation Rates.** Where the annual lease-purchase payments are set-up to escalate each year in anticipation of annually escalating energy cost savings, a calculator will be used to determine the maximum value as developed by the US Department of Energy for energy saving performance contracts in its Federal Energy Management Program. *For the purpose of this RFP, all ESCOs shall use a 2% escalation factor for all utilities and a 3% escalation factor for all M&V and O&M costs.*

**Measurement and Verification Plan.** A measurement and verification plan shall be developed per IPMVP Version 4 (or latest current version during M&V plan development) guidelines in the energy savings performance contract. Note that this will be rigorously reviewed by the Town's third party consultant, Celtic Energy, Inc.

**Independent Review of Project.** The energy savings performance contract's cost must include the cost of services for the Town's independent Owner's Representative, Celtic Energy, who will be providing an independent review of the Contractor's scope, pricing reasonableness, energy savings calculations, measurement & verification plans, O&M plans, commissioning plans, reporting, etc. For the purpose of this RFP, the ESCo shall carry 3.6% for Celtic Energy's fees; the final actual percentage will be determined with the Town during the finalization of the Energy Savings Agreement. Also include a placeholder for independent review of Annual M&V Reports by the Owner's Representative equal to a minimum of \$8,000 or 2% of the annual savings in each year of the contract term; the actual amount will be determined during the finalization of the ESPC Contract. ESCOs should include this as a line item in their cost buildup and cash flow document.

**ATTACHMENT B: PROPOSED PROJECT SCHEDULE**

The following schedule is the proposed schedule, and may change during the project.

<b>ACTIVITY</b>	<b>DATE</b>
<b><u>RFP Phase</u></b>	
Contractor Selection and Award	Weeks 1- 8
<b><u>Investment Grade Audit Phase</u></b>	
Contract Negotiation	Weeks 9-11
Board approval and signatures to execute contract	Week 12-16
Audit, Final Report and Presentation	Weeks 17-26
<b><u>Energy Savings Performance Contract Phase</u></b>	
Negotiation and Documentation	Weeks 27-30
Board approval and signatures to execute contract	Weeks 31-34
Installation	To be negotiated
<b><u>Commissioning/Monitoring Phase</u></b>	
Commissioning	To be negotiated
Monitoring	To be negotiated
Staff Training	To be negotiated
Other	To be negotiated
Proposed Contract Term	To be negotiated

*Note: This schedule is subject to change.*

**ATTACHMENT C: CONTRACTOR RESPONSE**

**COVER SHEET**

Include a Coversheet and a Table of Contents active-links in the PDF.

**1. FIRM’S GENERAL APPROACH TO PERFORMANCE CONTRACTING**

The purpose of this overview is to provide a good introduction of your firm to the evaluation committee.

Please provide a stand-alone overview, maximum of 5 pages, using any order or format to present your company as you wish. Include highlights on company background, market sectors served, company strengths and areas of expertise. Also include your general approach to performance contracting: typical phases for a project and ability to support each phase (Project Development, Energy Auditing, Performance/Savings Guarantee, Financing, Construction, Commissioning, Measurement and Verification, Client Staff/Occupant Training, Post-construction Maintenance Support).

**2. PROJECT HISTORY**

**a. Project List**

List all energy savings performance contracts that your firm or personnel have managed within the last five years. Include list as shown below. Truncate the list at one page.

**PERFORMANCE CONTRACTING PROJECTS**

Project Name	City, State	Total Project \$	Year completed

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you’re including it as a reference for your company and for this project.

**b. Other Projects** (only if deemed relevant to this project)

If desired, also list related projects (non-ESPC) deemed relevant to this work, particularly those managed in the state. *E.g. Projects performed at a single school or municipal building*

Project Name	Project Type	City, State	Total Project \$	Year constructed

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

**c. Project References**

Provide detailed information on *performance contract-based projects* you want to showcase that have similarities to work related to this proposal. Similarities could include type/use of building, size of individual buildings, size of total expected project, technical scope of projects, geographic region (work in this state or similar type of metro/rural region). Include the following information on each project, as a minimum.

Using the forms on the following pages, list at least 3 energy savings performance contracting projects in repayment by and currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to this project. Attach additional sheets as necessary. Please put an asterisk by any project references involving buildings similar to the building(s) described in the technical appendices. All information requested is required.

**RFP for Energy Performance Contracting Services  
Attachment C: Contractor Response**

---

**PROJECT HISTORY AND CLIENT REFERENCE FORM**

<b>Project Name and Location; Number of Buildings; Primary Use; Total square footage</b>	
<b>Project Dollar Amount (installed project costs); Source of Project Financing</b>	
<b>Primary ECMs Installed; ESCO Services Provided</b>	
<b>Construction Start &amp; End Dates</b>	
<b>Contract Start &amp; End Dates</b>	
<b>Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)</b>	
<b>Method(s) of Savings Measurement and Verification</b>	
<b>Provide CURRENT and ACCURATE telephone numbers and email addresses of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.</b>	
<b>Describe the specific roles and responsibilities of ESCO personnel associated with the identified project. Limit your response to only those personnel who will be directly involved in Customer's project.</b>	
<b>ESCO Notes or Comments</b>	



**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

Complete the following information for each of the projects listed.

A. ANNUAL ENERGY SAVINGS DATA FORM

Name of Project: \_\_\_\_\_ Name of ESCO: \_\_\_\_\_

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW Demand							
Therms							
Water(Gallons)							
Other (Specify)							
Other (Specify)							

Information for each of the headings listed above MUST be completed using the above format. DO NOT provide savings data in terms of BTU's or dollars. Data should be given in the form of fuel units which appear in the utility bills. Additional forms should be reproduced as needed.

B. ANNUAL ENERGY SAVINGS DATA FORM

Name of Project: \_\_\_\_\_ Name of ESCO: \_\_\_\_\_

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW Demand							
Therms							
Water Gallons							
Other (Specify)							
Other (Specify)							

All projects listed should be those conducted only by your firm. If you deem it relevant to list projects under contract to a different firm, clearly identify the name of firm responsible for the project and indicate why you're including it as a reference for your company and for this project.

**d. Relevant Experience - Overview of Strengths**

*Briefly summarize your project histories to define your firm's strengths and the relevance of past work to this project (experience similar to this project in terms of size, scope, facility type; experience with types of retrofits applicable to this project; etc.).*

**3. QUALIFICATIONS OF THE FIRM OR TEAM**

**Background Information of the Firm**

**a. Structure and Evolution of Firm**

Type of firm (corporation, partnership, sole proprietorship, joint venture); Name of parent company if applicable (include the name, main office address and parent company's tax identification number). Name of division or branch office if applicable; Name of current firm and number of years operating under this firm name; Former firm names if applicable and corresponding years in operation. Structure of team if this is a joint venture.

**b. Years in Energy Business**

State the number of years your firm has been involved in the energy-efficiency related business.

**c. Years in Performance Contracting**

State the number of years your firm has offered performance contracting services.

**d. Number of Performance Contracting Projects**

State the number of performance contracting projects completed by your firm. Number under \$1 million. Number over \$1 million.

**e. Project Team Members**

Briefly describe the relevant experience, qualifications and educational background for each individual team member assigned to this project using the format provided below. Project Manager, Site Manager, Point of Contact, and a Professional Engineer Registered in Connecticut must be included in the team. Do not include individual resumes in lieu of this information.

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

<b>Name of Project Team Member:</b>	
<b>Current Job Title:</b> <b>Job responsibilities:</b> <b>Number of years with ESCO:</b> <b>Primary Office Location:</b>	
<b>Employment History</b> <b>Company Name:</b> <b>Primary job responsibilities:</b> <b>Number of years with firm:</b>	
<b>Educational Background</b> <b>List all academic degrees, certifications, professional affiliations, relevant publications and technical training.</b>	
<b>List all energy savings performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.</b>	
<b>Describe the specific role and responsibilities this individual had for each listed project.</b>	
<b>Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.</b>	
<b>Describe any other relevant technical experience.</b>	
<b>Indicate the total years of relevant energy-related experience for this individual.</b>	

Submit an organizational chart that clearly identifies the roles and relationships of all key team members.

1. Financial Qualifications & Stability of Firm

- 1) **Financial Soundness.** Describe the financial soundness and stability of the firm.
- 2) **Profitability.** Has your firm or parent company been profitable each year for the past three years?
- 3) **Financial Report.** Submit the most recent annual summary (1-3 pages) of the annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months, along with name, address, and the telephone number of firm(s) that prepared the Financial Statements.
- 4) **Bonding.** Current bonding capacity; bond rating; confirmation that firm is currently bondable for 100% of a payment bond for construction of this project; 100% of a performance bond for construction of this project; letter from a licensed surety as evidence of ability to bond for each of these categories.

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

**c. Industry Accreditations**

State if your firm is accredited by industry organizations, such as the National Association of Energy Service Companies (NAESCO), or pre-qualified for work through the U.S. Department of Energy for federal facilities or the U.S. Department of Defense. Describe the relevance or importance of any accreditations or pre-qualifications with regard to this project.

**d. Compliance with Requirements**

Affirm your ability to meet requirements: *“Yes, this firm or team responding to this proposal understands the requirements specified in Attachment A: Special Contract Terms and Conditions.”*

**4. PERFORMANCE CONTRACTING CAPABILITY & TECHNICAL APPROACH**

**a. General Scope of Services**

The following is a minimum scope of services acceptable to compete for an energy savings performance contract. Add a brief comment for each item (25 words or less preferred) to demonstrate your capability for each.

**1) *Energy systems in buildings, facilities and infrastructure:***

***Mechanical/Electrical Systems***

- a) Lighting: indoor and outdoor
- b) Heating
- c) Ventilation and indoor air quality issues
- d) Cooling
- e) Control and building automation
- f) Fuel switching
- g) Central plant
- h) Water-consuming

***Renewables***

- i) Daylighting
- j) Solar-electric
- k) Solar thermal
- l) Geothermal
- m) Wind, small-scale or large-scale
- n) Building envelope
- o) Distributed generation

***Specialty Systems or Specific Building Types***

- p) Kitchen or laundry
- q) Laboratories, clean rooms
- r) Healthcare hospitals, nursing homes, clinics
- s) Swimming pools and recreational facilities
- t) Computer laboratories

***Energy Management Services:***

- u) Energy management

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

- v) Utility bill auditing and bill payment (identifying errors and collecting credits)
- w) Energy Star Portfolio Manager, benchmarking
- x) LEED for Existing Buildings Operations & Maintenance
- y) Commissioning/re-commissioning
- z) LEED-NC support for any new building/addition project

**Other**

**aa)** Transportation – fleet fuel management, etc.

**bb)** Other

**2) *Project Development and Implementation***

- a) Energy auditing (identify potential energy-saving measures, determine savings projection based on standard energy engineering principles; estimate project costs; present package of measures with cash flow)
- b) System design engineering: mechanical, electrical, etc.
- c) Procurement, bidding
- d) Construction
- e) Commissioning of projects and retro-commissioning of existing buildings
- f) Project management
- g) Identification of asbestos and other hazardous materials and abatement, recycling or disposal as applicable

**3) *Core Performance Contracting Services***

- a) Performance guarantee for every year of the financing term
- b) Insurance per contract requirements
- c) Equipment warranties
- d) Ability to facilitate financing including a municipal, tax-exempt lease purchase
- e) Measurement and verification of savings
- f) Training: maintenance staff and occupants

**4) *Support Services***

- a) Long-term maintenance services on energy systems
- b) Application for an Energy Star Label and LEED certification.
- c) Calculation and reporting of emissions reductions
- d) Assistance with securing funding from the Connecticut Energy Efficiency Fund, CT Clean Energy Fund, American Recovery and Reinvestment Act (ARRA), and CT Department of Education Office of Facilities Services, etc.
- e) Assistance with securing additional funding streams such as QZABS, QECBS, Build America Bonds, etc.

**b. Performance Contracting Technical Approach**

- i. Performance Guarantee.** How is a performance guarantee provided (self-guarantee or third party) and describe the value of this approach?
- ii. Insurance.** How is insurance provided (self-guarantee or third party) and describe the value of this approach?
- iii. Warrantees.** Who provides warrantee service (Contractor or manufacturer)? How is this provided? Describe the value of this approach.
- iv. Standards of Comfort.** Describe standards of comfort that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Describe any flexibility.

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

- v. **Baseline Calculation Methodology.** Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
  - vi. **Project Schedule.** Comment on your ability to meet the schedule and the reasonableness of the schedule.
- c. **Sample Technical Audit.**  
 Submit a sample technical audit conducted by your firm for a similar project (as directed in the Proposal Submittal Information).
- i. Briefly describe this sample audit. It should be representative of the type of facility and the type of audit that will be conducted.
  - ii. Verify that this audit includes detailed energy and economic calculations.
  - iii. Verify that it was conducted by a current member of the team proposed for this project.
- d. **Financing Company**  
 Contractor may be required to solicit bids for financing on behalf of Town. (Since Town will sign a separate agreement with the financing company, Town will review bids, select desired firm, and develop the financing agreement.) To solicit bids, Contractor will use the RFP and supplemental information provided in **Appendix H: Financing Solicitation Package**.
- i. Identify at least three financing companies that you recommend as qualified to provide municipal tax-exempt financing for this project.
  - ii. Provide letters of qualifications and references from each firm.
- e. **Site-Specific Approach**
- i. **Types of Services.** Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) required for implementing the ECMs outlined in Section 7 of this Attachment.
  - ii. **Potential Projects.** Based on your preliminary assessment of the information provided in Section 7 of this Attachment, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment in the facilities to be addressed. Complete the Summary Table below and include in the Executive Summary of your response.
  - iii. **Project Economics.** For the ECMs developed create a sample project performance cash flow as you would submit in your IGA.

**ECM Summary Table**

<i>ECM No.</i>	<i>ECM Description</i>	<i>Implementation Expense</i>	<i>Monthly Demand Savings (kW)</i>	<i>Annual Electric Savings (kWh)</i>	<i>Annual Fossil Fuel Savings (mmBtu)</i>	<i>Annual Water Savings (gal)</i>	<i>Annual Utility Cost Savings</i>	<i>Annual O&amp;M Cost Savings</i>	<i>Total Cost Savings</i>	<i>Estimated Incentive</i>	<i>Simple Payback (yrs)</i>
1											
2											
3											
4											
<i>Project Totals</i>											

## **5. MANAGEMENT AND STAFFING FOR THIS PROJECT**

This section applies to this project, with an emphasis on local capability/service.

**a. Coordination**

Describe your firm's approach to managing this project. Include an organizational chart showing clear lines of communication and responsibility. Describe the transition and responsible parties from the sales to auditing phase, auditing to construction phase, construction to follow-up monitoring phase, etc.

**b. Construction Management**

Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Describe your flexibility and/or any limitations regarding possible Town activities such as: management of additional energy and water projects, monitoring of installation and performance of Contractor projects, integration of other identified capital needs with Contractor projects which may or may not contain energy and water saving opportunities.

**c. Project Development and Construction Schedule**

Provide a preliminary schedule describing the proposed sequence of activities for developing an Investment Grade Audit and implementing the recommendations through project acceptance.

**d. In-house Capability vs. Subcontractors**

Generally describe the types of services (both professional and construction services) that you offer in-house and the services you offer through subcontractors, and describe the strategy behind in-house vs. subcontractor use. (Detailed information on pricing of subcontractors is requested in the Cost Section below.)

**e. Town Involvement**

Describe how you engage the Town in decision-making regarding project scope, equipment specifications, ongoing operational and maintenance strategies, etc., and how you incorporate Town's needs.

**f. Local Staffing and Support**

Describe extent of local staffing and support for the geographic region. Include basic job descriptions and capabilities of the local staff. Describe the relevance or importance of local presence with regard to this project.

**g. Long-term Servicing**

Describe long-term servicing of equipment and systems. State the location of your nearest servicing office.

**h. Risk/Responsibility Allocation**

Use the Risk/Responsibility matrix below to propose sharing of risks between the Town and ESCO.

**i. Self-Performed Work or Subcontractors**

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

- i.** State whether work is completed by the Contractor or by a subcontractor for the following categories: auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, measurement & verification, etc.
- ii.** Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.
- iii.** Identify any subcontractors that may be applicable for this project that you have used in past projects.



**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

RESPONSIBILITY/DESCRIPTION	ESCO PROPOSED APPROACH
<p><b>1. Financial</b></p>	
<p><b>a. Interest rates:</b> Neither the Contractor nor the Town has significant control over prevailing interest rates. During all phases of the project, interest rates will change with market conditions. Higher interest rates will increase project cost, financing/project term, or both. The timing of the Contract / Delivery Order signing may impact the available interest rate and project cost.</p>	
<p><b>b. Energy prices:</b> Neither the Contractor nor the Town has significant control over actual energy prices. For calculating savings, the value of the saved energy may either be constant, change at a fixed inflation rate, or float with market conditions. If the value changes with the market, falling energy prices place the Contractor at risk of failing to meet cost savings guarantees. If energy prices rise, there is a small risk to the Town that energy saving goals might not be met while the financial goals are. If the value of saved energy is fixed (either constant or escalated), the Town risks making payments in excess of actual energy cost savings. <b>Clarify how future energy costs will be treated.</b></p>	
<p><b>c. Construction costs:</b> The Contractor is responsible for determining construction costs and defining a budget. In a fixed-price design/build Contract, the Town assumes little responsibility for cost overruns. However, if construction estimates are significantly greater than originally assumed, the Contractor may find that the project or measure is no longer viable and drop it before Contract award. In any design/build Contract, the Town loses some design control. <b>Clarify design standards and the design approval process (including changes) and how costs will be reviewed.</b></p>	
<p><b>d. M&amp;V costs:</b> Third party M&amp;V costs are paid from the project savings. <b>Clarify how project savings are being verified (e.g., equipment performance, operational factors, energy use) and the impact on M&amp;V costs.</b></p>	

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

<p><b>e. Non-Energy Cost Savings:</b> The Town and the ESCO may agree that the project will include savings from <i>recurring</i> and/or <i>one-time</i> costs. Recurring savings generally result from reduced O&amp;M expenses or reduced water consumption. These O&amp;M and water savings must be based on actual spending reductions. <b>Clarify sources of non-energy cost savings and how they will be verified.</b></p>	
<p><b>f. Delays:</b> Both the Contractor and the Town can cause delays. Failure to implement a viable project in a timely manner costs the Town in the form of lost savings, and can add cost to the project (e.g. construction interest, re-mobilization). <b>Clarify schedule and how delays will be handled.</b></p>	
<p><b>g. Major changes in facility:</b> The Town controls major changes in facility use, including closure. <b>Clarify responsibilities in the event of a premature facility closure, loss of funding, or other major change.</b></p>	
<p><b>2. Operational</b></p>	
<p><b>a. Operating hours:</b> The Town generally has control over operating hours. Increases and decreases in operating hours can show up as increases or decreases in “savings” depending on the M&amp;V method (e.g., operating hours multiplied by improved efficiency of equipment vs. whole-building/utility bill analysis). <b>Clarify whether operating hours are to be measured or stipulated and what the impact will be if they change.</b> If the operating hours are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	
<p><b>b. Load:</b> Equipment loads can change over time. The Town generally has control over hours of operation, conditioned floor area, intensity of use (e.g. changes in occupancy or level of automation). Changes in load can show up as increases or decreases in “savings” depending on the M &amp; V method. <b>Clarify whether equipment loads are to be measured or stipulated and what the impact will be if they change.</b> If the equipment loads are stipulated, the baseline should be carefully documented and agreed to by both parties.</p>	

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

<p><b>c. Weather:</b> A number of energy efficiency measures are affected by weather. Neither the Contractor nor the Town has control over the weather. Changes in weather can increase or decrease “savings” depending on the M&amp;V method (e.g. equipment run hours multiplied by efficiency improvement vs. whole-building/utility bill analysis). If weather is “normalized,” actual savings could be less than payments for a given year, but will average out over the long run. <b>Clearly specify how weather corrections will be performed.</b></p>	
<p><b>d. User participation:</b> Many energy conservation measures require user participation to generate savings (e.g., control settings). The savings can be variable and the Contractor may be unwilling to invest in these measures. <b>Clarify what degree of user participation is needed and utilize monitoring and training to mitigate risk.</b> If performance is stipulated, document and review assumptions carefully and consider M&amp;V to confirm the capacity to save (e.g., confirm that the controls are functioning properly).</p>	
<p><b>3. Performance</b></p>	
<p><b>a. Equipment performance:</b> Generally the Contractor has control over the selection of equipment and is responsible for its proper installation, commissioning, and performance. Generally the Contractor has responsibility to demonstrate that the new improvements meet expected performance levels including specified equipment capacity, standards of service, and efficiency. <b>Clarify who is responsible for initial and long-term performance, how it will be verified, and what will be done if performance does not meet expectations.</b></p>	
<p><b>b. Operations:</b> Responsibility for operations is negotiable, and it can impact performance. <b>Clarify responsibility for operations, the implications of equipment control, how changes in operating procedures will be handled, and how proper operations will be assured.</b></p>	

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

<p><b>c. Preventive Maintenance:</b> Responsibility for maintenance is negotiable, and it can impact performance. Clarify how long-term preventive maintenance will be assured, especially if the party responsible for long-term performance is not responsible for maintenance (e.g., Contractor provides maintenance checklist and reporting frequency). <b>Clarify who is responsible for long-term preventive maintenance to maintain operational performance throughout the Contract term. Clarify what will be done if inadequate preventive maintenance impacts performance.</b></p>	
<p><b>d. Equipment Repair and Replacement:</b> Responsibility for repair and replacement of Contractor-installed equipment is negotiable; however it is often tied to project performance. <b>Clarify who is responsible for replacement of failed components or equipment throughout the term of the Contract.</b> Specifically address potential impacts on performance due to equipment failure. Specify expected equipment life and warranties for all installed equipment. Discuss replacement responsibility when equipment life is shorter than the term of the Contract.</p>	

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

**6. COST AND PRICING**

**a. Markups**

Markups represent a percentage added to the base cost for the project. Markup costs are disclosed to provide a typical project costing approach for a project of similar scope and size. This disclosure will provide the open book pricing structure to be used by the Contractor for this project. The markups will be used in the Investment Grade Audit Contract and Energy Savings Performance Contract. (A substantial change in the scope and size of the project may necessitate renegotiation of the markups.)

Provide your company’s proposed maximum allowable markups in the schedule below for each category listed on the schedule. (The use of margins in lieu of markups is not acceptable.) This format is required and must be completed in its entirety. Use only the categories provided. Ranges for markups are not acceptable.

Clearly indicate (mark by page) if elements of this section are requested to be treated as proprietary (the responsible Purchasing official will make the final decision if this is to be treated as proprietary).

<b>MARK-UPS</b>		
<b><i>CATEGORY OF MARK-UP</i></b>	<b><i>MARK-UP APPLICATION</i></b>	<b><i>% MARK-UP</i></b>
Overhead		
Profit		
Labor – Internal		
Equipment Purchased		
Materials Purchased		
Subcontract Labor		
Subcontract Material		
<b>Total:</b>		

Clearly describe how self-performed work will be charged (billed hourly, billed as a markup of equipment and labor costs, etc.). If self-performed work will be billed hourly, include markups proposed to be applied to the hourly rate.

If a proposal is from a joint venture partnership, include proposed maximum allowable markups in the schedule format above for each participating company.

**b. Fees**

Provide your company’s proposed maximum allowable fees in the schedule below for each category listed on the schedule. This format is required and must be completed in its entirety. Use only the categories provided. Ranges for fees are not acceptable. If a proposal is from a joint venture partnership, provide proposed maximum allowable fees in the schedule format below for each participating company.

<b>FEES</b>
-------------

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

<b>CATEGORY OF FEE</b>	<b>HOW DETERMINED AND USED</b>	<b>YEARS APPLIED  (One-time, Annual, etc.)</b>
Investment Grade Audit and Project Development	\$ _____ per Square Foot	One time
Solicit & Evaluate Project Financing Proposals		
Design	(Example) ___% of _____	
Contingency		
Permits		
Performance Bond		
Project Management		
Commissioning		
Training		
Measurement and Verification		
Warranty Service		
Maintenance on Installed Measures		

Provide the proposed maximum fee for Investment Grade Audit and Project Proposal on a cost per square foot basis. The company agrees that the proposed maximum fees shall incorporate its responsibility to adhere to and complete the full scope of work as presented in the Standard Investment Grade Audit and Project Proposal Contract.

For each fee category listed on the schedule describe how that fee is determined, how the fee is charged to the project and when it is applied. For example, fees might be based on a percentage of project cost. Markups cannot be assessed to any of the fees.

**c. Investment Grade Audit Cost**

- i. Total Cost. State the total cost of the investment grade audit. For the purpose of this evaluation, assume all facilities listed in *Attachment E: Technical Facility Profile and IGA Properties* will be audited. This table includes building area and annual gas and electric usage and costs for reference.
- ii. Unit Cost. State the cost per square foot of the audit. This cost will be evaluated on the basis of reasonableness, so an unrealistically high or low cost will be devalued in the evaluation process.
- iii. Meet Full Scope of Work of Audit Contract. State your capability to develop and complete an IGA.

**d. Contingency**

Describe your company's typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects and how it proposes to apply contingency to cover changes in work scope and subcontractor change orders. Note that all unused

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

contingency funds will revert to the Facility Owner or be applied to additional work scope through a change order approved by the Facility Owner.

State how the contingency will be applied to cover changes in work scope and subcontractor change orders. State the typical level of contingency budget for lighting, electrical, mechanical, controls projects, and other projects.

Note that all unused contingency funds will revert to Town or be applied to additional work scope through a State approved change order.

**e. Equipment/Labor Cost Competition**

Describe your company's process to solicit bids on equipment/labor or to ensure price/cost competition and the best value for the Facility Owner.

**f. Open Book Pricing**

Open book pricing is full disclosure by the contractor to the Facility Owner of all costs and markups for materials, labor, and services received during the project development, implementation, and performance period phases. Open book pricing will be required such that all costs, including all costs of subcontractors and vendors, are fully disclosed. Describe your company's approach to open book pricing and its method for maintaining cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records.

**g. Application of Markups and Fees (Hypothetical Example)**

Provide a sample of your pricing model using the ECMs defined in Section 7 of this attachment. Show the complete detail of what will be provided to the Town in the actual project using the markups and fees you will commit to in the actual project, as identified above, for all categories, fees and services that will be seen in the actual project.

Include a sample project proforma and clearly indicate all fees required for measurement & verification, project management and all services that may be included in the actual project, including the audit cost. All markups and fees used in this example must be representative of what will be used in the actual project. E.g. additional markups, fees, or service category costs not shown in this example will NOT be allowed in the final ESPC contract.

Incomplete information will be considered an incomplete response and cause the response to be rejected.

- i.** Provide an example lighting measure that relates to this project in size and scope. Provide all pricing documentation as you will provide it for open book pricing in the final contract. Clearly differentiate the subcontracted portion of the project and break out labor, materials and other categories as you will for open book pricing.

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

- ii. Provide same information for an example boiler measure (or other heating/cooling equipment if a boiler replacement is not relevant for this project)
- iii. Show the two measures above in a complete two-measure performance contracting project. Provide a proforma to clearly indicate all costs and fees represented as they will be applied in the final contract. Use the format and structure you will use in the final contract.

**h. Best Value**

Briefly describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, local relationships and experience, experience for similar towns, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.



**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

**7. ECMS TO DEVELOP FOR RFP RESPONSE**

The Town and associated Owner's Representative will quantitatively compare a sample set of ECMs regarding technical and pricing approaches between the responses. No additional ECMs will be evaluated during the RFP response review.

- i. During the mandatory walkthrough, the ESCO will have time at each site to observe conditions and gather necessary data to provide a solution to each ECM described in this section. The Town understands that there may be limitations of such a brief site visit, so any unknowns and assumptions should be documented in the response. Treat the three ECMs as an ESPC and provide a sample proforma analysis illustrating the project cash flow as **outlined in Section 6g. Application of Markups and Fees (Hypothetical Example)** of this attachment. The scope of work for the RFP response consists of the list of ECMs and applicable entities shown in Attachment C: Contractor Response.

**ECM-1: Miller Library Boiler Replacement**

Miller Memorial Library, 2901 Dixwell Ave, is a multipurpose community center with a library. There is a small auditorium with stage that is used for various events. Site information can be found in *Attachment E: Technical Facility Profiles and IGA Properties*.

The library is partially heated by two (2) Slant Fin Liberty LD 50C natural gas fired boilers with an output of approximately 250 kBTU/hr. It should be assumed that both boilers are at full capacity during design conditions. Hot water from the boilers is delivered to perimeter radiation via two (2) alternating constant volume 2 HP pumps. Space temperature is controlled by thermostats on the Tridium Niagara building management system using the scheduled hours of operation listed above with night setback of 68°F. The majority of the building is heated by rooftop heating and cooling units that provide approximately 1,900 kBTU/hr of heating to the spaces they serve.



**For the purpose of this RFP, the Town is requesting that the ESCO estimate costs and savings for replacing the existing boilers with a high efficiency alternative.**

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

**ECM-2: Government Center RTU Replacement**

The Government Center building, 2750 Dixwell Avenue, is a repurposed multi-tenant office building that was acquired by the Town in 2000. The building has several gas and electric meters due to the multiple tenants. Heating and cooling is provided by approximately 41 constant volume RTUs each having its own Viconics thermostat. Many of the RTUs are beyond useful life, and some have been recently replaced. The nameplates on many of the RTUs are unreadable, however appear to be to be less than 10 Tons each. Some of the RTUs are grouped together and appear to feed a single supply air duct to serve spaces below. Additional site information can be found in *Attachment E: Technical Facility Profiles and IGA Properties*.



**For the purpose of this RFP, the Town is requesting that the ESCO estimate costs and savings for replacing (1) of the RTUs (circled in yellow in the above site view). Additionally, provide a narrative describing a cost-effective comprehensive HVAC solution that can reduce energy and maintenance costs of the aging RTUs.**

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

**ECM-3: Church Street School Lighting Upgrade**

Church Street School, 95 Church Street, is one of the Town’s elementary schools. The school’s lighting was upgraded to low wattage T8s in 2010. The list below illustrates the interior and exterior fixtures within the school

**For the purpose of this RFP, please provide a solution to each group of fixtures and estimate cost and energy savings. Please note the assumptions below.**

Church Street School									
Existing Fixtures					Proposed Solution				
Description	Count	kW	Hours	kWh	Description	kW	Hours	kWh	
Interior									
2x4 Troffer 3L 28W T8	444		2,187				2,187		
2x2 Troffer 2L 17W T8	182		2,187				2,187		
2x4 High Bay 5L 54W HO T5	27		2,187				2,187		
1x4 Wrap 2L 28W T8	16		2,187				2,187		
13W CFL	101		2,187				2,187		
Exterior									
100W Induction	18		4,000				4,000		
80W Induction	32		4,000				4,000		
40W Induction	6		4,000				4,000		
<b>Total</b>	<b>826</b>			<b>-</b>		<b>-</b>		<b>-</b>	<b>-</b>

**Assumptions:**

ESCO to estimate existing kW based on fixture description

ESCO to propose best solution to each line item

The 2010 lighting project included a reflector kit, therefore do not carry costs for reflector kits or new lenses

Existing count equals proposed solution count

**RFP for Energy Performance Contracting Services**  
**Attachment C: Contractor Response**

---

**Page Intentionally Left Blank**

**RFP for Energy Performance Contracting Services**  
**Attachment D: Evaluation Criteria**

---

**ATTACHMENT D: EVALUATION CRITERIA**

The Evaluation Team has identified scoring weights for each section, with the “Cost and Pricing” section equaling a minimum of 30% of the total score of the written response to this RFP. The Evaluation Team recognizes it is premature to place a major emphasis on projected financial benefits prior to the completion of the Investment Grade Audit, because the Audit will define the potential scope and cost benefit. Therefore, the most emphasis will be on qualifications and less emphasis will be placed on the cost information, as shown below. The criterion listed below will be used to determine a short list of responders who will then be interviewed by the Evaluation Team.

**Project Management**

<b>Criterion</b>	<b>Point Value</b>
Clarity, organization, and level of detail in written proposal.	5
Quality of presentation content, and communication skills of the ESCO's representatives at the oral interview.	10
Clarity/reasonableness of proposed milestones and timeline for project implementation.	3
Quality of proposed training for facility staff.	3
Quality of products proposed.	3
General reputation, reliability, working relationship and performance capabilities of the qualified providers.	6
<b>Total:</b>	<b>30</b>

**Technical Approach**

<b>Criterion</b>	<b>Point Value</b>
Quality of project-specific Preliminary Investment Grade Audit Report, including comprehensiveness of analysis, understanding of existing building systems and conditions, and conformity with specifications set forth in the RFP.	10
Quality of baseline energy calculations.	5
Quality of proposed project-specific Project Commissioning Plan.	4
Quality of proposed project-specific Maintenance Plan	3
Understanding of customer’s facility, operation, and challenges.	3

**RFP for Energy Performance Contracting Services**  
**Attachment D: Evaluation Criteria**

Quality of proposed project-specific Measurement and Verification Plan.	5
<b>Total:</b>	<b>30</b>

**Financial Approach**

<b><u>Criterion</u></b>	<b>Point Value</b>
Reasonableness of proposed financing arrangement and financial analysis assumptions	5
Reasonableness of the project-specific Preliminary Cost Proposal	3
Dollar value of projected energy savings.	3
Dollar value of projected operating savings and clarity of supporting documentation.	4
Reasonableness of investment grade energy audit costs.	3
Subcontractor prices offered are reasonable	2
Markups fair and reasonable	5
Reasonableness of fees for design, construction, financing, maintenance and training.	5
<b>Total:</b>	<b>30</b>

<b><u>Criterion</u></b>	<b>Point Value</b>
Other benefits to Town: This can refer to such non-tangible benefits such as improvements to the learning environment, teaching opportunities, green building considerations, greenhouse gas reductions, etc.	10
<b>Total:</b>	<b>10</b>

**Interview**

Contractors in the competitive range will be invited for an oral interview. The selection committee will review the results of the interview and, based on the previous criterion and the oral interview, a final selection will be made.

<b><u>Criterion</u></b>	<b>Point Value</b>
The ESCO demonstrated clear understanding of the Town's needs	5
The ESCO answered questions in a concise manner while staying on topic	10
Presenters were knowledgeable and professional	5
Appropriate project-specific team members participated in interview	5
<b>Total:</b>	<b>25</b>

**Grand Total: 125**

**RFP for Energy Performance Contracting Services**  
**Attachment D: Evaluation Criteria**

---

**SELECTION**

The evaluation Team will review the Proposals and contact references as necessary. Following this review a short list of potential awardees will be contacted to arrange an interview with the ESCo and its Team members. After the interviews are completed the evaluation Team will formally announce the award within five (5) business days.



**RFP for Energy Performance Contracting Services**  
**Attachment E: Technical Facility Profiles and IGA Properties.**

---

**ATTACHMENT E: TECHNICAL FACILITY PROFILES AND IGA PROPERTIES**

This section is intended to provide the Contractor with basic knowledge of the buildings and systems for the RFP bid responses. Additionally electric and gas usage and costs are included for 25 properties, and a potential microgrid to assist in estimating potential IGA scope for the selected Contractor. The information was prepared with diligence, however the Contractor is responsible for verifying the accuracy of all information provided in this RFP and its Attachments.

**RFP for Energy Performance Contracting Services**  
**Attachment E: Technical Facility Profiles and IGA Properties.**


**Miller Memorial Library**

Building Name:	Miller Memorial Central Library						
Address:	2901 Dixwell Ave						
Building Area	62,600						
Normalized Natural Gas Use (therm:	26,873						
Normalized Site Electricity (kWh)	456,533						
12 Month Water Use							
Energy Cost (\$)	\$98,369						
Weather Normalized Site EUI (kBtu/l	69						
Energy Star Score	Not Available						
Hours of Operation	'-11 M-F Sporadic Weekend						
Building Occupancy Normal							
Building Occupancy Variable							
Heating comfort and typical mechanical issues: Some rooms are reported to be too hot, some are reported to be too cold. Many comfort complaints.							<b>Hours</b> <b>Monday:</b> 10am-8pm <b>Tuesday:</b> 10am-8pm <b>Wednesday:</b> 10am-8pm <b>Thursday:</b> 10am-5:30pm <b>Friday:</b> 10am-5:30pm <b>Saturday:</b> 10am-5:30pm <b>Sunday:</b> Closed
Cooling comfort and typical mechanical issues: Some rooms are reported to be too hot, some are reported to be too cold. Many comfort complaints.							
Current Energy Management System Niagra (managed by PowerPoint. BMS controls thermostats, able to lock out adjustments.							
Are there any EMS efficiency sequences: (OS/S, DCV, Reset, etc.) Nighttime temperature reset. 68 heating / 78 cooling							
Recent ECMs: (2010) BMS upgrades, low power T8							
Potential ECMs: LED lighting, condensing boilers							
Lighting (common fixtures, estimated W/sf): 3L 17W T8 - Office (most common in office) <b>0.91 W/SF - Sample</b> 2L 28W T8 - Office <b>3L 17W T8 - Auditorium</b> 2L 28W T8 - Hall							
Heating System Description/Type	Quantity	Cap. (kBTU)	Efficiency	Pumps	Set Points	Spaces Served	Notes
Gas Boilers	2	217	~75%	2 HP	70	Perimeter	
Cosntant Volume RTUs - See Below	7	~1915 Cooling	10.5 EER		70-72	Interior and new spac	
RTU-1 324 kBtu/hr 80% eff - 48TCFD17A265A0H0A0; RTU-2 184 kBtu/hr 82% eff - 48TCED14A3K5A0A0A0A; RTU-3 184 kBtu/hr 82% eff - 580JP14D224G2A0AA; RTU-4 - 48A2E027CG511HH; RTU-5 324 kBtu/hr - 48TCFD24A2G5A0H0A0; RTU-6 251 kBtu/hr 81% eff - 48TCED17A3G5A0B0A0; RTU-7 324 kBtu/hr 81% eff - 48TCFD17A3K5A0B0A0							
Cooling System Description/Type	Quantity	Cap. (Tons)	Eff (kW/Ton)	Pumps	Set Points	Spaces Served	Notes
See RTU list above							




**RFP for Energy Performance Contracting Services  
Attachment E: Technical Facility Profiles and IGA Properties.**

**Government Center**

Building Name:	Government Center	
Address:	2750 Dixwell Ave	
Building Area	55,524	
Normalized Natural Gas Use (therm:	11,686.10	
Normalized Site Electricity (kWh)	347,762	
12 Month Water Use	Not Available	
Energy Cost (\$)	\$88,626	
Weather Normalized Site EUI (kBtu/l	43	
Energy Star Score	96	
Hours of Operation	8:00a - 5:00p M-F	
Building Occupancy Normal	25-30	
Building Occupancy Variable	25	
<p>Comfort and typical mechanical issues: <b>Previously zoned as a multi-tenant office building, resulting in numerous individual rooftop heating and cooling units and zones. Each RTU is controlled by a Viconics thermostat and managed on the building BMS. Some spaces are appeared unoccupied. Many of the RTUs are beyond useful life and may require replacement.</b></p>		
<p>Current Energy Management System: <b>Tridium Niagara</b></p>		
<p>Are there any EMS efficiency sequences: (OS/S, DCV, Reset, etc.): <b>Scheduled on/off</b></p>		
<p>Recent ECMs: <b>Exterior LEDs</b></p>		
<p>Potential ECMs: <b>LED lighting, HVAC system upgrades, advanced controls</b></p>		
<p>Lighting (common fixtures, estimated W/sf):  <b>2L 17W T8 Hall    3L 28W T8 - Offices</b>  <b>3L 28W T8 Hall    2L 17W T8 - Some offices</b>  <b>Sample Room LPD - 1.0 W/SF</b></p>		

**RFP for Energy Performance Contracting Services**  
**Attachment E: Technical Facility Profiles and IGA Properties.**

**Church Street School**

Building Name:	Church Street Elementary	
Address:	95 Church Street	
Building Area	59,951	
12 Month Gas Use	30771	
12 Month Electric Use	475,025	
12 Month Water Use	N/A	
Energy Cost (\$)	\$106,401	
Current EUI (kBtu/sf)	80	
Energy Star Score	N/A	
Hours of Operation	School Hours: 8:00AM - 3:04PM Office Hours: 7:30AM-3:30PM	

Heating comfort and typical mechanical issues: **Equipment is 1992 vintage. Distribution system is 2-pipe with manual switchover.**

Cooling comfort and typical mechanical issues: The existing chiller is original to construction in 1992

Current Energy Management System: DDC controls

Are there any EMS efficiency sequences: (OS/S, DCV, Reset, etc.): **DDC controls installed ~2010**

Recent ECMs:

Potential ECMs:

Lighting (common fixtures, estimated W/sf): **Low power T8s**

Heating System Description/Type	Quantity	Cap. (kBTU)	Eff (%)	Pumps	Set Points	Spaces Served	Notes
<b>HB Smith 28A-6 (Hot Water)</b>	<b>2</b>	<b>1827</b>	<b>70%</b>	<b>N/A</b>			<b>1992</b>

Pumps & Additional Equipment:

Cooling System Description/Type	Quantity	Cap. (Tons)	Eff (kW/Ton)	Pumps	Set Points	Spaces Served	Notes
<b>Trane CGWCD106 Water Cooled Chiller</b>	<b>1</b>	<b>100</b>		<b>N/A</b>			<b>1992</b>

Condensing Plant (GPM, CW dT, Fan HP, Control):

Air Handling Description/Type	Quantity	S. Fan HP	R. Fan HP	Spaces Served	Notes
<b>Unit ventilators in each CR</b>					<b>2 pipe system with manual changeover</b>

Comments: Classroom and office spaces are heated/cooled with unit ventilators (American Air Filter / McQuay). Depending on the configuration of the classroom/office, the units can be "through the wall", ceiling mounted or attic mounted. Most classrooms have units mounted in the ceiling, above the entrance door. Fresh air is ducted to each of the units through a main fresh-air duct that runs up to the attic. These are constant volume units. There is hot water, baseboard perimeter heating in all spaces.

**RFP for Energy Performance Contracting Services**  
**Attachment E: Technical Facility Profiles and IGA Properties.**

**Preliminary List of Properties Included in IGA**

Once the ESCO has been selected as a result of this RFP, the following buildings will be included in the IGA phase:

Hamden BOE Facilities							
Property	Address	Area (sf)	Electric Usage	Electric Cost	Gas Usage	Gas Cost	EUI
Alice Peck Learning Center	15/35 Hillfield Rd	43,824	316,080	\$ 52,634	55,171	\$ 46,223	154
Bear Path Elementary School	10 Kirk Rd	64,401	725,040	\$ 115,975	13,864	\$ 13,841	61
BOE Offices	60 Putnam Ave	27,296	220,120	\$ 38,880	24,280	\$ 22,058	119
Church Street Elementary School	95 Church St	59,951	475,025	\$ 78,297	30,771	\$ 28,104	80
Dunbar Hill Elementary School	315 Lane St	51,890	367,680	\$ 63,437	35,501	\$ 29,095	95
Hamden Collaborative Learning Center	306 Circular Avenue	35,068	123,280	\$ 22,745	20,973	\$ 18,519	74
Hamden High School	2040 Dixwell Ave	301,543	2,413,800	\$ 189,628	379,030	\$ 205,963	157
Hamden Middle School	2623 Dixwell Ave	200,676	1,846,800	\$ 299,333	69,940	\$ 51,145	67
Helen Street Elementary School	285 Helen St/270 Gorham	47,423	419,040	\$ 74,055	17,417	\$ 17,106	68
Ridge Hill Elementary School	120 Carew Rd	85,000	817,826	\$ 142,220	25,938	\$ 24,913	64
Shepherd Glen Elementary School	1 Skiff St Ext	54,680	859,638	\$ 136,266	11,593	\$ 12,969	75
Spring Glen Elementary School	1908 Whitney Ave	57,465	597,600	\$ 101,189	23,193	\$ 21,817	77
West Woods Elementary School	350 W Todd St	77,042	828,300	\$ 135,330	39,085	\$ 30,072	89
<b>Total</b>		<b>1,106,259</b>	<b>10,010,229</b>	<b>\$ 1,449,989</b>	<b>746,756</b>	<b>\$ 521,825</b>	<b>100</b>

Hamden Town Facilities							
Property	Address	Area (sf)	Electric Usage	Electric Cost	Gas Usage	Gas Cost	EUI
Brooksvale Park	524 Brooksvale Ave	9,452	35,115	\$ 8,420			13
Brundage Library	91 Circular Ave	7,212	33,084	\$ 6,961			16
Community Center	11 Pine St	28,360	172,052	\$ 28,471	13,185	\$ 12,432	69
Fire HQ	2372 Whitney Ave	48,462	1,653,600	\$ 251,694	39,209	\$ 31,382	200
Fire Station #2	71 Circular Ave	11,124	74,095	\$ 13,424	4,823	\$ 5,516	67
Fire Station #3	421 Hartford Tpk	7,240	72,000	\$ 12,614	3,485	\$ 4,726	84
Government Center	2750 Dixwell Ave	55,524	324,428	\$ 67,419	10,775	\$ 16,908	40
Ice Rink	595 Mix Ave	31,408	731,354	\$ 115,652	54,346	\$ 34,835	258
Miller Library	2901 Dixwell	62,600	467,920	\$ 79,816	25,549	\$ 24,444	68
Public Works	1125 Shepard Ave	29,632	1,281	\$ 375	11,245	\$ 12,420	39
Warehouse	1255 Shepard Ave	28,744	140,640	\$ 24,165	19,281	\$ 18,749	86
Whitneyville Library	125 Carleton St	5,426	21,158	\$ 6,118			13
Potential Microgrid							
<b>Total</b>		<b>380,479</b>	<b>3,726,727</b>	<b>\$ 615,129</b>	<b>186,594</b>	<b>\$ 163,292</b>	<b>84</b>