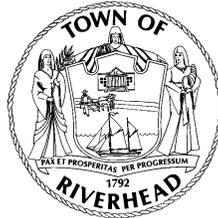


# **Town of Riverhead Suffolk County, New York**



## **Request for Proposals**

**For**

## **COMPREHENSIVE ENERGY MANAGEMENT SERVICES**

Sealed Proposals must be received  
in the Office of the Town Clerk  
200 Howell Avenue  
Riverhead, New York 11901  
On or Before 11:00 A.M. on July 25, 2018

**Request for Proposals  
for  
COMPREHENSIVE ENERGY MANAGEMENT SERVICES  
NOTICE TO BIDDERS**

**PLEASE TAKE NOTICE**, that sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on or before **July 25, 2018, at 11:00 o'clock a.m.**, for:

**REQUEST FOR PROPOSALS**

The Town of Riverhead is seeking proposals from qualified bidders for **COMPREHENSIVE ENERGY MANAGEMENT SERVICES** for the Town of Riverhead.

Specifications and guidelines for submission of proposals will be available beginning on **June 28, 2018** on the Town website at <http://townofriverheadny.gov> click on "Bid Requests".

Due to the scope of work, including evaluation of size of buildings, lighting, heating etc for this project, the Town is scheduling a **Mandatory Pre-Bid Meeting and Inspection** for **July 10, 2018** at **9:00 a.m.** at Town Hall, 200 Howell Avenue, Riverhead, NY. An inspection/site visit of the Town facilities to be considered as part of an energy audit and energy management services will immediately follow the Mandatory Pre-Bid Meeting. Proposals will only be considered from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude. The failure to attend the Mandatory Pre-Bid Meeting and Inspection will result in disqualification of the bidder. Prior to the Pre-Bid Meeting and Inspection, the potential bidders shall fill out a Town of Riverhead Hold Harmless Agreement by visiting the Town's website. The Hold Harmless document will be included as part of the bid specification package or can be obtained individually. The completed Hold Harmless must be submitted to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, NY, **no later than 9:00 am July 10, 2018** before the scheduled **Mandatory Pre-Bid Meeting and Inspection**.

Each proposal must be submitted in a sealed envelope clearly marked "**COMPREHENSIVE ENERGY MANAGEMENT SERVICES**" and must be received by the Office of the Town Clerk by no later than **11:00 a.m. on July 25, 2018**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals even after submission of same, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD,  
TOWN OF RIVERHEAD  
Diane M. Wilhelm, TOWN CLERK**

**REQUEST FOR PROPOSAL**  
**COMPREHENSIVE ENERGY MANAGEMENT SERVICES**  
**FOR THE TOWN OF RIVERHEAD**

**ATTACHMENTS**

- Appendix A: List of Town Facilities
- Attachment A: Contract Terms and Conditions
- Attachment B: RFP Dates and Deadlines
- Attachment C: Evaluation Criteria
- Attachment D: ESCO Response
- Attachment E: General Municipal Law Section 103-a and 103-b
- Attachment F: Non-Collusive Certificate
- Attachment G: Bidder Qualifications
- Attachment H: Iran Divestment Act Certification
- Attachment I: Pre-Bid Meeting and Inspection Hold Harmless Agreement

# **TOWN OF RIVERHEAD REQUEST FOR PROPOSAL FOR COMPREHENSIVE ENERGY MANAGEMENT SERVICES**

## **SECTION 1: INTRODUCTION**

The Town of Riverhead requests proposals from interested Energy Service Companies ("ESCOs") to provide comprehensive services to reduce energy costs and implement related capital improvements in Town facilities such that annual energy cost savings. It is the intent of the Town of Riverhead to use this RFP as a competitive means to enter into a contract or multiple contracts with the selected ESCO(s) for the design, installation, operation, maintenance and possible financing of energy conservation and related capital improvements. The contract(s) may include any or all of the town facilities, jointly or individually, comprising of the Town of Riverhead. The facilities are listed in Appendix A. 1.1.

1.2 The Town anticipates that the entire process will consist of four phases.

1.2.1 RFP Phase: The Town issuance of specifications, mandatory pre-bid meeting and inspection/site visit to various town facilities. A review of RFP responses and interviews if applicable. The Town of Riverhead selection of an ESCO (s) and adoption of resolution. .

1.2.2 Technical Energy Audit Phase: The Town of Riverhead intends to enter into a Technical Energy Audit and Project Development Plan Agreement with the selected ESCO to further define the project scope and related issues.

1.2.3 Design/Construction/Implementation Phase: Upon satisfactory results of the Technical Energy Audit, the Town of Riverhead will enter into an Energy Performance Contract to implement recommended projects.

1.2.4 Commissioning/Monitoring Phase: The Energy Performance Contract may also include provisions for long-term follow-up monitoring.

1.3 The Town of Riverhead is not liable for any costs incurred by any ESCO in preparing or submitting a submission to this RFP.

## **SECTION 2: BACKGROUND, OVERVIEW, GOALS**

2.1 The Town of Riverhead seeks to maximize energy savings and related environmental improvements in all Town owned facilities along with addressing HVAC capital renewal needs Town-wide but specifically in Town Hall, Town Hall West, Police Headquarters, Highway Department, Municipal Garage, George Young Community Center and Senior Center.

2.2 Services and capital improvements will be procured through an Energy Performance Contract under which Town of Riverhead:

Will incur no initial capital costs;

Achieves significant long-term cost savings;  
Achieves a guarantee for annual cost savings;  
Maintains consistent levels of occupant comfort and building functionality;  
and  
Captures benefits that may accrue as a direct result of such energy-related services and capital improvements, such as, improved occupant comfort, reduced maintenance needs, improved indoor air quality, environmental protection, hazardous materials disposal or recycling or any unique benefits that may be provided by regular technology upgrades or advanced technology.

### **SECTION 3: REQUIRED SYSTEMS AND SERVICES CAPABILITIES (STATEMENT OF WORK)**

3.1 ESCO must be an accredited member by the National Association of Energy Services Companies (NAESCO) or demonstrate equivalent accreditation.

3.2 Eligible ESCO's are limited to companies that can demonstrate successful performance contracting projects for a minimum often (10) years under your current company name.

3.3 ESCO's shall provide a minimum of five (5) references of similar projects. Provide an executive summary including customer contact information for five (5) references of performance based contracts with counties, town or villages.

3.4 ESCO must have the demonstrated technical and managerial capability to address a broad range of energy systems in buildings, provide a comprehensive set of related services.

3.5 ESCO must provide evidence of financial stability and capability to fund and support all costs and project guarantees associated with its submission.

3.6 Energy systems could include, but are not limited to, heating, ventilating and air conditioning (HVAC) equipment, central plants, alternative energy solutions, energy management and control systems, lighting systems, domestic hot water systems, behavior management programs, the building envelope and other energy systems, such as laboratories, kitchens and renewable energy solutions.

3.7 Services may include but are not limited to the following:

#### **3.7.1 Audit Phase**

3.7.1.1 Technical energy audit to develop an energy master plan. The audit shall also evaluate capital needs associated with the energy infrastructure i.e. equipment at the end of its useful life or existing code compliance requirements along with alternative energy supply options and long-term strategies.

3.7.1.2 Project development plan, technical feasibility and financial analysis.

3.7.1.3 Evaluate available 3<sup>rd</sup> party funding opportunities.

3.7.1.4 Develop an energy usage and cost baseline with the assistance of the Town of Riverhead that will be the basis of a first party annual energy guarantee to offset program costs.

3.7.1.5 Develop a program that augments the Towns existing energy management program commitments and goals.

### 3.7.2 Construction/Implementation Phase

3.7.2.1 Design services.

3.7.2.2 Equipment procurement and purchasing.

3.7.2.3 Turn-key construction and installation services

3.7.2.4 Hazardous waste disposal or recycling.

3.7.2.5 Financing/project funding assistance or support as required by the Town of Riverhead.

### 3.7.3 Commissioning/Monitoring Phase

3.7.3.1 Commissioning.

3.7.3.2 Continuing operations and maintenance for all improvements.

3.7.3.3 Staff training for Town employees on routine maintenance and operation of systems.

3.7.3.4 Training of occupants.

3.7.3.5 Monitoring and verification for measurement and reporting of the performance and savings from improvements.

3.7.3.6 Cost savings guarantee.

## **SECTION 4: ADMINISTRATIVE INFORMATION**

### 4.1 RFP Phase

**4.1.1 Submission of Written Submissions:** Submissions must be prepared as described in Attachment D: ESCO Response. All material submitted regarding this RFP becomes the property of Town of Riverhead. If any part of this RFP is revised, an addendum notice will be sent to each responding ESCOs. A submission in response to this RFP shall constitute a binding offer.

**4.1.2 Submission Review:** Town of Riverhead will establish a project evaluation team to review and evaluate the written responses to this RFP in accordance with the evaluation criteria identified in Attachment C: Evaluation Criteria Town of Riverhead reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received

**4.1.3 Interviews and Final Selection:** Town of Riverhead reserves the right to interview select proposers to participate in an interview with the project evaluation team to more fully discuss how its approach to this project satisfies the evaluation

criteria and to answer questions. Based on results from both the written responses to the RFP and the oral interviews (if required), an award will be made in the best interest of Town of Riverhead.

#### 4.2 Technical Energy Audit Phase

**Development of Technical Energy Audit and Project Development Plan:**

Town of Riverhead intends to enter a contract for the Technical Energy Audit and Project Development Plan to develop a customized program(s) based upon Town of Riverheads short and long term needs.

#### 4.3 Design/Construction/Implementation Phase

**Development of Energy Performance Contract:** Following successful completion of the Technical Energy Audit and Project Development Plan Agreement, Town of Riverhead may enter into an Energy Performance Contract to implement the recommended projects.

#### 4.4 Other RFP Issues

4.4.1 **Inquiries.** ESCOs may make written inquiries concerning this RFP to clarify requirements on or before 4:30 pm July 17<sup>th</sup>, 2018 (See: Attachment B: Schedule-Important Dates. **Send all inquiries to: Town Clerk, Town of Riverhead 200 Howell Avenue, Riverhead, NY 11901 or [townclerk@townofriverheadny.gov](mailto:townclerk@townofriverheadny.gov)**

4.4.2 **Modification or Withdrawal of Submissions:** Submissions may be modified or withdrawn by the ESCO prior to the established due date and time.

4.4.3 **Acceptance of RFP Terms:** A submission in response to this RFP shall constitute a binding offer. The signature of ESCO shall indicate acknowledgment of this condition. ESCO must identify clearly and thoroughly any variations between its submission and the RFP, including contract terms and conditions. Failure to do so shall be deemed an acceptance of Town of Riverhead's terms and conditions and a waiver of any right to modify any terms, except as outlined or specified in the RFP.

4.4.4 **Confidential/Proprietary Information:** If you consider any element of your submission to be a trade secret, or otherwise protected from disclosure, you **MUST** so indicate by marking EACH PAGE of the pertinent document. Include the specific basis for your request that it be treated as exempt from disclosure. Marking your entire bid or proposal as exempt is not acceptable.

**APPENDIX A- List of Town Facilities**

1. Riverhead Building Department:	2,800 Sq Ft
2. George Young Community Center:	5,600 Sq Ft
3. Riverhead Highway Department:	12,300 Sq Ft
4. Municipal Garage:	12,000 Sq Ft
5. Police Department:	16,400 Sq Ft
6. Riverhead Senior Center:	15,400 Sq Ft
7. Riverhead Town Hall:	24,500 Sq Ft
8. Riverhead Town Hall West:	
Office	5,400 Sq Ft
Buildings and Grounds	15,600 Sq Ft
Street Lighting	1,500 Sq Ft

**Total: 99,500 Sq Ft**

**ATTACHMENT A: CONTRACT TERMS AND CONDITIONS**

The following are the minimum terms and conditions Town of Riverhead will include/require in a Technical Energy Audit and Project Development Plan

Agreement and an Energy Performance Contract.

## **TECHNICAL ENERGY AUDIT AND PROJECT DEVELOPMENT PLAN AGREEMENT**

1. **Technical Energy Audit:** The ESCO's proposed work under the Technical Energy Audit must include the performance and presentation of results from a detailed financial grade technical energy audit of acceptable quality to the Town of Riverhead. If the Town of Riverhead decides not to enter into an energy performance contract after the final audit report has been accepted, Town of Riverhead agrees to pay the cost, if any, of the audit. Please include the cost, if any, of the energy audit based on the list of town buildings and associated square footage included in Appendix A.

2. **Allowable Cost Savings and Capital Improvement Measures:** In considering your submission, these are the allowable cost savings and capital improvement measures we will consider. "Cost-savings and capital improvement measure" means any facility improvement, repair or alteration, or any equipment, fixture or furnishing to be added or used in any facility that is designed to reduce energy consumption and energy operating costs or improve the performance of the building including comfort, indoor air quality, safety, or the overall useful life of the building assets. "Cost-savings and Capital Improvement Measure" includes, but is not limited to, one (1) or more of the following:

- a. Procurement or conversion of energy supply sources, including electricity, natural gas, liquid or solid fuels, renewable energy sources and water;
- b. Insulating the building structure or systems in the building;
- c. Windows, doors or roof system replacement, caulking or weather stripping, multi-glazed windows or door systems, heat-absorbing or heat-reflective glazed and coated window and door systems, additional glazing, reductions in glass area or other window and door system modifications that reduce energy consumption;
- d. Automated or computerized energy management and control systems;
- e. Heating, ventilation or air conditioning system modifications or replacements;
- f. Installing new or modifying existing lighting systems;
- g. Energy recovery systems;
- h. Central plant upgrades, cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
- i. Installing or modifying renewable energy and alternate energy technologies;

- j. Building operation, staff, or student behavioral modification programs designed to improve best practices and reduce energy costs including, but not limited to, computerized programs, training and other similar activities designed to educate and promote sustainable habits and best practices;
- k. Steam trap improvement programs that reduce energy costs;
- l. Energy metering or information systems;
- m. Devices that reduce water consumption; and
- n. Any additional building infrastructure improvements that produce energy cost savings reduce energy consumption or increase the energy efficiency and building learning/working environment of the facilities for their appointed functions and are in compliance with all applicable building codes.
- o. Labor cost savings.
- p. Budgeted or planned deferred maintenance or capital expenditures.
- q. Offset of future customer capital cost.

Any cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by Town of Riverhead.

### **ENERGY PERFORMANCE CONTRACT** **Design/Construction/Implementation Phase**

1. **Contract Term:** No energy performance contract shall exceed twenty (20) years in duration and is subject to annual appropriations
2. **Insurance:** Prior to the commencement of any work and for the duration of this Agreement, the ESCO must provide and maintain insurance satisfactory to Town of Riverhead's requirements. The ESCO shall require all subcontractors to maintain the same insurance required herein of the ESCO. All such insurance shall be written on a Comprehensive Form of Policy. Failure to provide satisfactory evidence of coverage may result in rejection of a submission and/or contract cancellation.
3. **Meeting Project Schedule:** ESCO must provide a final schedule of project milestones, including the energy audit, design and construction services and ongoing support services that will become part of any final contract.
4. **Compliance:** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all applicable regulations relative to the premises. ESCO and its subcontractors will be responsible for obtaining any and all required permits,

consents and authorizations and for payment of any and all taxes and fees, which result from this contract. Where laws, rules or regulations require the Town to secure approvals for the work of this contract, ESCO shall assist the Town in obtaining such approvals including drawing review and on-site inspections, and incorporate such costs into the energy performance contract.

5. **Handling of Hazardous Materials:** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. In the event the ESCO encounters any such materials, the ESCO shall immediately notify the Town and stop work pending further direction from the Town.

6. **Permits:** ESCO shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services and for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures, opening and patching of streets, etc., arising from the construction and completion of the work. Permits from the Town of Riverhead Building, Zoning and Licensing Services will be issued at no cost.

7. **Bonding Requirements:** The ESCO will be required to provide to the Town of Riverhead at contract signing separate performance and payment bonds, each in the sum of 100 percent (100%) of the cost of the construction work. Bonds shall be issued by a surety rated A-VII or better in the latest *Bests Rating Guide* and in good standing and authorized to transact business in New York.

8. **Standards of Comfort:** Specific standards of comfort, safety and functionality will not be degraded from the existing condition and must meet minimum established industry standards.

9. **Management:** The ESCO will work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements.

10. **Equipment Compatibility or Standardization:** All equipment installed that is comparable to similar equipment at other sites shall be compatible for standardization of equipment and/or for compatibility with existing systems.

11. **As-Built Drawings:** Where applicable, ESCO must provide durable, reproducible record drawings from the "as-built drawings" of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals and will be delivered prior to acceptance.

## **COMMISSIONING/MONITORING PHASE**

1. **Guaranteed Cost Savings:** Improvements and services must result in guaranteed minimum cost savings to be achieved each year. The guarantee is required to equal the calculated savings attributable to all energy saving measures for each year during the contract period as outlined and mutually agreed to in a final contract document.
2. **Monitoring and reports:** During the term of each performance contract, the ESCO shall monitor the reductions in energy consumption, carbon emissions and cost savings attributable to the cost-savings measures installed pursuant to the performance contract and shall annually prepare and provide a report documenting the performance of the cost-savings measures.
3. **Annual Reconciliation:** Annual savings will be verified at a specified time each year in order to determine if the ESCO's guarantee was satisfied.
4. **Methodology to Adjust for Changes:** The contract must contain a clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties. The ESCO's proposed method for adjusting the energy use baseline should be identified in the RFP response.
5. **Maintenance Responsibilities:** Maintenance responsibilities shall be set forth in detail in the contract.
6. **Follow-up Monitoring and Maintenance Services:** Outline the ongoing in-house services provided by your firm. Provide documentation of the firm's local capabilities to support the services and technologies implemented by your firm. Include an overview of your local offices in New York and licensed HVAC service technicians throughout the State. It is preferred that the licensed service technicians are under direct employment by your firm. The successful ESCO must also employ a minimum of one (1)-licensed State of New York Professional Engineer (PE) to support the Town of Riverhead project. Provide documentation in the RFP response that your firm meets these requirements.
7. **Operation and Maintenance Manuals:** Maintenance manuals for each site will be provided for all equipment replacements and/or upgrades at each location.
8. **Training:** The ESCO will be required to train the operational and maintenance personnel in all aspects of efficiently operating and maintaining all equipment and systems of all installed improvements. Training and retraining shall include all existing and new personnel responsible for operation and maintenance of all installed improvements during the term of the contract.

**ATTACHMENT B: RFP DATES AND DEADLINES**

Issue and Advertise RFP .....By June 28, 2018  
Mandatory Pre-Bid Meeting & Inspection..... On July 10, 2018  
Questions.....On or before July 17, 2018  
Submissions Due .....On or before July 25, 2018

## ATTACHMENT C: EVALUATION CRITERIA

The evaluation criteria will be used and considered in the evaluation of written submissions and interviews. The scoring weight is listed for each criterion.

Submissions should include all necessary information that is pertinent to these evaluation criteria. Additional information required for proper assessment of submissions may be requested from the ESCO at the discretion of TOWN OF RIVERHEAD.

Evaluation will be made per the following criteria:

	<u>Maximum Score</u>
Experience and Capabilities	30 points
References	30 points
Financial Solution	20 points
On-going Support Program	20 points
Total Maximum Score	100 points

1. Completeness

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and the proposal is complete with all requested information.

2. Evaluation of Responses

A. Evaluation Process

Town of Riverhead will appoint a selection committee to formally evaluate each response. The evaluation process will be used to grade the responses as described herein. The evaluation process may include verification of references, confirmation of financial information and may include other information as directed by Town of Riverhead.

B. Grading Format

Each section or subsection of the response will be considered a separate selection criterion and will be graded individually. All scores will be summed to give the grand total score. The maximum possible total score for the response is 100 points. Scoring will be summarized on the Formal Evaluation Form.

C. Point Values for items to be graded

Criteria	Point Value
<b>Proposal Data</b>	<b>100 Total Points</b>
Experience and Capabilities	30
References	30
Financial Solution	20
On-going Support Program(s)	20
<b>RFP Total possible grade</b>	<b>100 Points</b>

D. Percentage Grades

<b>Grade</b>	<b>Description</b>
<b>0%</b>	Criterion was not addressed or the material presented was totally without merit.
<b>20%</b>	Criterion was addressed minimally, indicated little capability, experience, or understanding of
<b>40%</b>	Criterion was addressed minimally, but shows some capability, experience, or
<b>60%</b>	Criterion was addressed adequately. Overall, a basic capability, experience, or
<b>80%</b>	Criterion was addressed well. Indicates some superior features.
<b>100%</b>	Criterion was addressed in superior fashion, indicating excellent or outstanding

E. Example

A typical criterion has a point value of 10 points. If a response addresses the topic well (the definition of the 80% grade) the 10-point value for the criterion would be multiplied by 80%, resulting in a score of 8.0.

$$\frac{\text{Point Value}}{10} \times \frac{\text{Grade}}{80\%} = \frac{\text{Score}}{8.0}$$

4. Selection:

Town of Riverhead may either contact respondents with questions on their responses, request oral interviews, or select a firm(s) after reviewing and ranking written responses.

**Evaluation Form**

<b>"Name of Respondent"</b>		
Criteria	Point Value	Actual Grade
<b>Contractor Proposal Data</b>	<b>100 Total Points</b>	
Experience and Capabilities	<b>30</b>	
References	<b>30</b>	
Financial Solution	<b>20</b>	
On-going Support Program(s)	<b>20</b>	
<b>RFP Total possible grade</b>	<b>100 Points</b>	

## **ATTACHMENT D: ESCO RESPONSE**

This attachment provides information about the response required from the ESCO. The first section provides details about submitting the submission, including what must be sent, the number of copies and the time and date of the deadline. The next two sections, ESCO Profile and ESCO Proposal and Approach to Project, provide forms that must be filled in and submitted by the ESCO as part of its response.

### **PART 1: PROPOSAL SUBMISSION**

General information:

Refer to the RFP for an overview.

Submissions that are materially at variance with requirements and that require a major rewrite may not be accepted. Failure to complete any questions or required documentation in whole or in part may be grounds for rejection.

All submissions become the property of Town of Riverhead and will not be returned to the ESCO.

All costs associated with submission preparation or interviews are the responsibility of the submitting ESCO.

Submissions may be modified or withdrawn in writing by ESCO prior to the due date and time.

\*Include completed Attachments E, F, G, H and I

Submit the following:

#### **"ESCO Profile" and "ESCO Proposal and Approach to Project"**

Quantity: Four (4) complete copies. Clearly mark one (1) submission as "ORIGINAL"

#### **Packaging and Delivery**

Proposals to be delivered in a sealed package clearly marked "Response to RFP - Energy Performance Contracting Services" and submitted to Office of the Town Clerk, Town of Riverhead, 200 Howell Avenue, Riverhead, NY 11901 not later than 11:00 am July 25, 2018. Include a Cover Sheet to accompany each of the above submittals, as given below.

To: Town of Riverhead  
Attention: Office of the Town Clerk

RE:: RFP – Comprehensive Energy Management Services

Date:

From:

Firm Name:

Address:

General Phone

Number Contact

Person

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

Title:

Phone:

E-mail Address (if applicable):

Name:

Title:

Signature:

Date:

**PART 2: ESCO PROFILE**

1. General Firm Information

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Names, Titles and Phone Numbers of two principal contact persons:

Name	Title	Phone
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Submittal is for

- Parent Company
- Subsidiary
- Division
- Branch Office

List any Division or Branch Offices that participated materially in the development of the submission and would participate materially in the conduct of any services provided.

Name of Office: \_\_\_\_\_

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

Name and Address of Parent Company (if applicable)

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

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

Former Name(s) of Firm (if applicable)

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

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

2. Date Prepared: \_\_\_\_\_

3. Type of Firm:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

4. Federal Employer Identification Number: \_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

Summary of contract values for energy related services:

6. Estimate of total value for all energy-related contracts that are currently in force:

\$ \_\_\_\_\_ (total value) as of \_\_\_\_\_ (date).

7. Corporate Background:
- a. **Years Under Present Name.** How many years has your firm been in business under its present business name? \_\_\_ Years
  - b. **Former Names.** Indicate all other names by which your organization has been known and the length of time known by each name.  
  
Name: \_\_\_\_\_ Years: \_\_\_\_\_  
Name: \_\_\_\_\_ Years: \_\_\_\_\_
  - c. **Years in Energy Business.** How many years has your firm been providing energy-efficiency related business? \_\_\_\_\_ years. How many years your firm has offered performance contracting services? \_\_\_\_\_ years.
  - d. **Number of Contracts.** Indicate the number of energy savings performance contracts actually implemented by your firm. (NOTE: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division.)

8. **Financial Information**

- a. **Financial Statement.** Attach audited financial statements (including total revenue, net income and total assets) for each of the last two (2) years. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include balance sheet, income statement, as well as statements of cash flows and change in financial position. Include information to attest to the accuracy of the information provided.
- b. **Statement of Financial Conditions.** Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flow, dated within the past twelve (12) months.
- c. **Accounting Firm Information.** If these financial documents (8.a. and 8.b.) were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial documents.

**PART 3: ESCO PROPOSAL AND APPROACH TO PROJECT**

Please number and re-state each element, followed by your responses.

Number all pages.

1. General Experience and Proposal

Project History. Eligible offerors are limited to companies that can demonstrate successful performance contracting projects for a minimum of ten (10) years. Provide five (5) references of similar projects with Local Government and/or municipalities. In addition the Town of Riverhead recognizes the importance of local support and capabilities. Provide five (5) references of performance based contracts with Local Government and/or municipalities in New York.

NOTE: If this response is submitted by a branch office or division of a parent company, please provide project histories for those that have been managed directly by the specific branch or division. Projects that have been managed by individuals who will be specifically assigned to this project should also be included and identified.

Include the following information on each project:

- a. Project Identification. Name the project owner, state the type of project (generic building type such as hospital, school, etc.). Provide the location by city and state.
- b. Project Dates. Project actual construction start and end dates.
- c. Project Size. Number of buildings and total square footage.
- d. Project Dollar Amount. Provide the total contract amount and the total project capital expenditure amount.
- e. Source of Funds. Describe the source of funds used for the project and your firm's role, if any, in securing those funds.
- f. Contract Terms. Describe the type of contract (shared-savings, lease purchase, guaranteed savings), the duration of the contract term, and the financing arrangement.
- g. Technical Design Personnel. Include name(s) of primary technical design personnel.
- h. Project Schedule. Indicate if the project was completed on schedule. If not, please explain.
- i. List of Improvements. List the retrofits and operational improvements related to energy, water and O&M measures.
- j. Guaranteed Savings. State the amount of the guarantee (see sample form below). Also describe how the guarantee functioned and if your firm was required to pay funds to meet the guarantee.
- k. Savings Summary. Summarize savings results in a format similar to that shown here:

Project Name:

Projected savings	Guaranteed energy savings	Actual Energy Savings				
		Year #1	Year #2	Year #3	Year #4	Year #5

l. Comments. Comment on any special features, services, conditions, etc.

m. References. Provide current names and telephone numbers of the owners)<sup>1</sup> representatives that can supply references.

2. Personnel Information. Provide the following information as it relates to your approach to the proposed project.

a. Full-Time Personnel. Indicate the number of full-time personnel employed by your firm. Indicate the number of full time personnel employed by your firm in the State of New York.

b. Qualifications and Experience. Identify who will have the primary responsibility for each task and phase of the project, including technical analysis, engineering design, construction management, construction, training and post-contract monitoring. For each of the individuals listed, indicate the following: name, title, intended role and responsibilities, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience and their role, if applicable, with the project references included as part of your response.

c. Areas of Expertise. List all areas of expertise related to the potential scope of this project as described in the RFP. Include specialized areas of expertise in areas that might be relevant to the project. Also describe the professional and skilled trades that your firm customarily performs with direct employees.

d. Subcontractors. Describe the nature of work generally conducted by subcontractors. Include percentage of work generally conducted by subcontractors.

3. General Approach

a. Project Summary. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) that would be offered for this project Include a brief description of your firm's approach to management and the specific benefits your firm can offer Town of Riverhead.

b. Training Provisions. Describe your firm's capabilities in providing technical training for Town of Riverhead personnel and experience on past projects.

c. Engineering Design. Describe your firm's approach to the technical design of this project.

d. Measurement and Verification (M&V). Describe the methodology

proposed for ongoing monitoring and savings verification. Note if an industry standard such as the International Measurement and Verification Protocol is used and describe the preferred method.

- e. Baseline Calculation Methodology. Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- f. Adjustment to Baseline Methodology. Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment.
- g. Savings Calculations. List all procedures and methodologies, including special metering or equipment your firm will use to calculate energy, water and O&M savings.
- h. Dollar Savings Calculations. Describe the procedure to assign dollar values to the O&M and energy and water savings.
- i. Cost Savings Guarantee Calculations. Describe your firm's procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings will be documented to the Town's benefit.
- j. Sample Post Construction M&V Report. Provide a copy of an actual post construction M&V report for one of the references listed in your response.
- k. Cost of the Technical Energy Audit Provide the cost if any, of the Technical Energy Audit in the event the Town of Riverhead decides not to proceed with the Design/Construction/Implementation Phase.
- l. Billing and Invoices. Describe your standard billing procedures and attach a sample invoice.
- m. Provision of Financing. Describe how you would work with the Town of Riverhead to utilize tax-exempt financing or other methods to keep financing costs at a minimum. Briefly describe the types of financing arrangements provided by your firm for past performance contracting projects. Include a brief description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Indicate what representative interest rates may be available, financing terms and other variable economic factors associated with each method.
- n. Equipment Ownership and Service Responsibility. Describe the status of equipment ownership and service responsibility at contract expiration.

- o. In-House Maintenance Capabilities. Describe the types of services provided by direct employees of your firm. Comment on whether Town maintenance staffs can perform some of these duties if desired, and describe any impact on the guarantee. Describe the required length of the maintenance contract and the relationship with the guarantee in the event that the Town of Riverhead to terminate the maintenance contract prior to the end of the performance contract.
  
- p. Local Support Capabilities. Provide documentation of the firm's local capabilities to support the services and technologies implemented by your firm throughout the locations of Town of Riverhead. Include an overview of your local office(s) and licensed HVAC service technicians throughout New York. Indicate if the licensed service technicians are under direct employment by your firm. The successful ESCO must also employ a minimum of one (1)-licensed State of New York Professional Engineer (PE) to support the Town of Riverhead project.

**ATTACHMENT E: GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b  
GROUNDS FOR CANCELLATION OF CONTRACT BY MUNICIPAL  
CORPORATIONS**

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

a) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and to provide also that,

b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT F: NON-COLLUSIVE CERTIFICATE**

(MUST BE COMPLETED. SIGNED. NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_ (bidder), being duly sworn, deposes and says:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: \_\_\_\_\_  
(PRINT CORPORATION NAME)

By: \_\_\_\_\_  
(SIGNATURE) (TITLE)

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

Sworn to before me this

day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
(Print Name)

DATE: \_\_\_\_\_

SIGNATURE OF AGENT/DEALER: \_\_\_\_\_



**Section B.**

Provide information below regarding similar contracts held:

Organization Name:  
Number):

Contact Person (Name and Phone

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Amount of Contract:

Date Completed:

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**Section C.**

1. Have you ever failed to complete any contract awarded to you?  
Yes/No \_\_\_\_\_

2. Have you ever defaulted on a contract? Yes/No \_\_\_\_ If yes, state where  
and why:

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3. Has any officer or partner of your organization ever been an officer or  
partner of some other organization that failed to complete a contract? Yes/No  
\_\_\_\_\_

If yes, state name of individual, other organization and reason:

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4. Has any officer or partner of your organization ever failed to complete a  
contract in his/her own name? Yes/No \_\_\_\_\_ If yes, state name and reason:

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5. In what other lines of business are you financially interested?

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6. Who will personally supervise this contract?

Name and Phone Number

Title

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7. Do you have, or can you obtain, sufficient personnel and equipment to perform this contract as required by the "Bid Proposal"? Yes/No \_\_\_\_\_

8. Provide names and phone numbers of local (Long Island) government references:

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9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: \_\_\_\_\_ Night: \_\_\_\_\_

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

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11. Successful Offeror shall provide the Town, at the signing of the contract, the following information:

a. Table of Organization of the CONTRACTOR showing the names and addresses of all individuals serving on the Board of Directors or comparable body of the CONTRACTOR.

b. Proof of financial capability and a detailed financial statement.

**Section D.**

(\*Delete phrases that are not applicable)

I, \_\_\_\_\_ the \*(applicant herein),  
(an officer or agent of the corporate applicant) namely its  
\_\_\_\_\_,(list corporate interest) (swears) or (affirms) under  
the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

\_\_\_\_\_  
Legal Name of Person/Firm/Corporation

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

## ATTACHMENT H: IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

**ATTACHMENT I. PRE-BID MEETING AND INSPECTION  
HOLD HARMLESS AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_ (hereinafter "Offeror/Bidder") and the Town of Riverhead, a municipal corporation authorized under the laws of the State of New York, with offices located at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter "Town").

Whereas, The Town of Riverhead seeks proposals for Comprehensive Energy Management Services from experienced and qualified energy service companies to:

Conduct technical energy audit, develop a program for design, construction, and implementation for reduction of energy costs and capital improvements, and management and monitoring of improvements; and

Whereas, the Town requires all individuals, firms or organizations seeking to submit a proposal in response to the Request for Proposals (RFP) for Comprehensive Energy Management Services shall attend a Mandatory PRE-BID MEETING at 9:00 am on July 10, 2018 at the Town Hall, 200 Howell Avenue, Riverhead, NY followed by an INSPECTION of various town facilities; and

Whereas, the Inspection by each Offer/Bidder shall require travel by vehicle to various town facilities and include inspection of interiors and exteriors of buildings and grounds with different terrains, steps, stairs etc., by vehicle and on foot, and the Town wishes to grant access to Offeror/Bidder, for purposes of conducting an inspection which information will be used to assess, design and formulate a proposal responsive to the Town's RFP for Comprehensive Energy Management Services, provided Town of Riverhead is held harmless from any acts of the Town, passive or otherwise, which result in harm or injury to persons or property, including but not limited to death or serious physical injury.

Notwithstanding the aforementioned acknowledgment and representation, it is

NOW, THEREFORE, hereby agreed as follows:

To the fullest extent permitted by law, Offeror/Bidder shall hold harmless the Town of Riverhead, its officials, employees, representatives and/or agents from and against claims, damages, losses and expense, including but not limited to attorneys' fees, arising out of or resulting from damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss therefrom regarding inspection and/or any act or activity at the subject property(s) and surrounding area.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Offeror/Bidder

\_\_\_\_\_  
TOWN OF RIVERHEAD