



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP #2021-70 Comprehensive Asset and Energy Management Program

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824

Date Submitted: _____

Bidder: _____

Doing Business As (Trade Name) _____

Address _____

Town, State, Zip _____

(Mr./Ms.) Name and Title, Printed _____

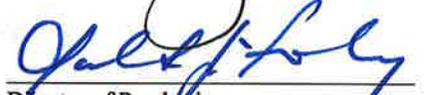
Signature _____

Telephone _____ Email _____

SEALED BIDS are subject to the standard
Instructions set forth on the attached sheets.
Any modification must be specifically
Accepted by the Town of Fairfield,
Purchasing Authority.



First Selectwoman



Director of Purchasing

05/19/2021

Date

Sealed submissions will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Sullivan Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

02:00pm, Thursday, 1st July, 2021

To provide proposals to partner with the Town of Fairfield and Fairfield Public Schools to implement and design/build projects for a comprehensive asset and energy management program as detailed in the attached specifications.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their submission.
2. No Proposal shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Proposals are to be submitted in a sealed envelope and clearly marked "RFP #2021-70" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the proposer to see that the Proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
5. Proposals are not to be submitted with plastic binders or covers, nor may the Proposal contain any plastic inserts or pages.

I. INTRODUCTION

The Town of Fairfield and Fairfield Public Schools (the “Town”) is seeking proposals from qualified Firms for the implementation a fixed price, design-build contract for a new Comprehensive Asset and Energy Management Program. The awarded Respondent shall make suggestions for improvements, engineer, design, and implement the project, guarantee energy savings and lower greenhouse gas emissions. The qualified Respondent will be asked to maintain the improvements for the equipment’s useful life. The maintenance contract has the potential to be extended for up to 20 years if approved by the Board of Finance. Implementation of the new Comprehensive Asset and Energy Management Program will be through one single solicitation.

II. ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing

- It is each Bidder’s sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Thursday, 3rd of June, 2021.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Ms. Lee Allison Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Thursday, 17th, June 2021** to the Town of Fairfield website, which is www.fairfieldct.org/purchasing. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

To visit the project site areas, please contact James Ryan 203.767.2129 for the Town Buildings and Angelus Papageorge 203.255.8373 for the Fairfield Public Schools Buildings.

TERM / RENEWAL OF CONTRACT

The Contract length shall be decided during negotiations with the successful respondent. The initial maintenance contract shall be five (5) years, with up to three five (5) year extensions (for a maximum of twenty years), if agreeable to all parties.

- Each contract extension may be offered at the sole discretion of the Town of Fairfield.
- In the event that the Contractor does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract with two (2) weeks’ written notice.

BID BOND / BID SECURITY

For the RFP phase of this project, a \$100,000 bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm



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BACKGROUND

Energy Savings Plan Study

In 2019 the Town completed an Energy Savings Plan study (“the Study”) on nineteen (19) of the largest Town buildings. The Study was funded by a \$50,000 grant from United Illuminating Company and performed by Earthcore Energy Services. The study included the following:

- Audits of 19 of the largest Town buildings.
- The cataloging of all existing lighting and HVAC equipment.
- A list of highest energy efficient equipment has been identified as suggested replacements includes pricing.
- A complete thermal, infrared study was carried out on all the nineteen (19) buildings.
- A plan to correct all deficiencies was developed along with applicable pricing.
- Roof and window replacements were recommended. Including those in an historic district.

The findings from the Study will be made available to all Respondents, as well as the data listed below:

1. Twenty-four (24) months of United Illuminating (UI) usage.
2. Twenty-four (24) months of solar and cogeneration production.
3. Most recent two (2) months of actual UI bills.
4. Sample gas bills from Sprague
5. Sample gas bills from Southern Connecticut Gas (SCG)
6. Twenty-four (24) months natural gas usage
7. The Energy Conservation Measures (ECM) and suggested cost from the Study.
8. Town Equipment assets description from the Study
9. Town plug power equipment from the Study, and
10. Town Thermography analysis from the Study

Information on items 1, 2, and 6 does not include data from calendar year 2020. This omission is to avoid the inclusion of data that could be skewed due to the temporary modifications in building usage during Covid-19 restrictions. *As part of this RFP document please refer to the exhibits via the following link:*

[*2021-70 Exhibits - Comprehensive Asset and Energy Management Program*](#)

Responders are encouraged to suggest modifications to the Energy Savings Plan findings if more energy efficient and/or economic measures are discovered.

Energy Information Systems

The Town currently has in place a Facilities Management Express Computerized Maintenance Management System (CMMS) that it desires to keep and a Unity Energy Systems Building Energy Management System (BEMS) that it wants to replace. The Town will consider upgrades/replacement of these systems if the Respondent can demonstrate a significant improvement in performance.

An Energy Information System (EIS) and a Fault Detection and Diagnosis (FDD) system are two key technologies the Town is considering for its Building Energy Management System. FDD tools automate investigations that can be conducted via manual data inspection by someone with expert knowledge, thereby expanding accessibility and breath of analysis opportunity, and reducing complexity.

The Town realizes that these two systems can be set to read thousands of points and overcomplicate the ability to make intelligent energy decisions. The Town wants a process that is more than basic, but provides useful data for good energy maintenance. Respondents should recognize that installing and implementing an improved BEMS for the Town is an integral part of the performance contract. The Town is willing to consider a new BEMS if the performance and economics are substantial. At a minimum, the proposed BEMS should discuss the following:

1. Energy data collection and storage, including PV, fuel cells and other on-site sources
2. Data quality checking
3. Energy cost tracking
4. Energy performance analysis, including Energy Star Portfolio Manager
5. Input and validation of utility bills
6. Demand management
7. Greenhouse Gas tracking

PROJECT PURPOSE, OBJECTIVE, AND GOALS

Purpose:

The purpose of this RFP is for the Town to implement a Comprehensive Asset and Energy Management Program that will:

1. Guarantee both energy and dollar savings to create a positive cash flow that is greater than debt service payments over the twenty (20) year contract,
2. Provide optimization of equipment performance over its useful life, and
3. Develop maintenance procedures that will extend useful life and aid optimization

Objectives:

The objectives of this RFP is to:

Create a design-build Energy Management Program that provides:

- Investment grade audits,
- Engineering concepts,
- Project implementation and management,
- Commissioning,
- Measurement and verification of guaranteed savings and
- Continued maintenance, support, training and equipment optimization

Goals:

The main goals are to create an Energy Savings Performance Contract (ESPC) that includes:

- Attaining positive cash flows for twenty (20) years, including debt service and maintenance
- Maximizing the lifespan of the HVAC and other equipment
- Optimizing the performance and efficiency of that equipment over 20 years
- Reducing energy usage and cost

Goals: *(continued)*

- Developing a continuous improvement program that may add equipment or processes during the 20 year ESPC.
- Improving comfort conditions and indoor air quality
- Collecting and managing building/facility information in “real time” through a quality BEMS
- Minimizing financial and technical risk; and
- On-going training of facilities operation staff on performing the preventative maintenance on the systems installed

LOCATIONS

The following buildings shall be included in the Energy Management Program; Respondents may choose to include other buildings if they choose.

Town Buildings

FACILITY	ADDRESS
1. Independence Hall	725 Old Post Road, Fairfield, CT
2. Old Town Hall	611 Old Post Road, Fairfield, CT
3. Bigelow Senior Center	100 Mona Terrace, Fairfield, CT
4. Senior Center Annex	100 Mona Terrace, Fairfield, CT
5. Public Works Garage (Two meters)	899 Richard White Way, Fairfield, CT
6. Fairfield Woods Library	1147 Fairfield Woods Road, Fairfield, CT
7. Postal Recreation Center	75 Mill Plain Road, Fairfield CT
8. Fire House 1	140 Reef Road, Fairfield CT
9. Main Library	1080 Old Post Road, Fairfield, CT
10. Operation Hope	50 Nichols Street, Fairfield, CT
11. Fire House 3, Jackman Ave.	400 Jackman Avenue, Fairfield, CT
12. Fire house 5, Greenfield Hill	3965 Congress Street, Fairfield, CT
13. Fire House 4, Southport	69 Main Street, Southport, CT
14. Conservation garage	265 Richard White Way, Fairfield, CT
15. Police Department	100 Reef Road, Fairfield, CT
16. Animal Shelter	211 Richard White Way, Fairfield, CT
17. Fire House 2, Jennings	600 Jennings Road, Fairfield, CT
18. Fairfield Theater (Two Meters)	70 Sanford Street, Fairfield, CT
19. Penfield Beach (Two Meters)	323 Fairfield Beach Road, Fairfield, CT

Fairfield Public School Facilities

FACILITY	ADDRESS
1. Burr Elementary School	1960 Burr Street
2. Timothy Dwight Elementary School	1600 Redding Road
3. Holland Hill Elementary School	105 Meadowcroft Road
4. Jennings Elementary School	31 Palm Drive
5. McKinley Elementary School	Thompson Street
6. Mill Hill Elementary School	635 Mill Hill Terrace
7. North Stratfield Elementary School	190 Putting Green Road
8. Osborn Hill Elementary School	760 Stillson Road
9. Riverfield Elementary School	1625 Mill Plain Road
10. Roger Sherman Elementary School	250 Fern Street
11. Stratfield Elementary School	1407 Melville Avenue
12. Fairfield Woods Middle School	1115 Fairfield Woods Road
13. Roger Ludlowe Middle School	689 Unquowa Road
14. Tomlinson Middle School	200 Unquowa Road
15. Fairfield Ludlowe High School	785 Unquowa Road
16. Fairfield Warde High School	755 Melville Avenue

Under this solicitation, one Respondent shall be selected to perform all of the work for the Town. The Town will consider energy savings performance contract proposals based on a guaranteed savings ESPC basis only. The Town requires an executory clause under which payments are subject to annual appropriations. It will be mandated that savings guarantees provided by the Respondent selected will fully offset the project costs involved for the Town including debt service and maintenance, with a positive annual cash flow. It is also expected that any out-of-pocket expenses will be prohibited.

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

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

SCOPE OF WORK

The Town requests proposals for the implementation of a Comprehensive Asset and Energy Management Program in the Town owned facilities noted above, as per the specifications outlined in this RFP.

Respondents shall identify the most effective measures that can be taken to reduce consumption and costs for heating, cooling, ventilation, lighting, water heating, water consumption, and other energy uses in each facility. The Respondent should address consumption of all energy sources including oil, gas and electricity. Measures may involve controlling, modifying, adding or replacing equipment and systems. In the initial phase of this project the awarded Respondent will establish consumption levels for all current services as a baseline for measurement of savings. At this phase of the project, the Town desires to undertake the largest possible project without deficit or negative cash flow at any time during the project term, as opposed to a maximization of cash flows. The technical strategies addressed by the Respondent must include, but are not limited to, the following:

- Lighting and lighting controls, including fixture replacement, occupancy sensors (movement, sound and heat) and day lighting.
- Demand limiting strategies, including cogeneration and scheduling of process equipment, if appropriate.
- Solar Photovoltaic systems and Solar Thermal Hot Water Systems
- Natural gas fueled Combined Heat and Power (“CHP”) systems
- Energy Storage Systems
- Geothermal systems installation.
- All major heating and cooling equipment, including, HVAC, air handling and related insulation.
- Installation of Energy Information System (EIS) and Fault Detection and Diagnosis (FDD) systems as part of Fairfield’s Building Energy Management Systems (BEMS).
- Envelope components such as roofs, doors, windows, insulation and weatherization.
- Plug power recommendations
- Assistance with the procurement of electric, gas, oil, biofuels and other utilities if requested
- In a building served by a steam system, the condition of the system, traps, condensate, pumps, etc.
- Possible replacement or refurbishment of unit ventilators.
- Evaluate both boiler/burner replacements versus burner replacements where applicable.
- Roof replacements.
- Boiler controllers.
- Reduction of water consumption
- 20 year maintenance plan
- Review of building electric services for compatibility for 200 year flood protection

Project Parameters

The awarded Respondent (hereafter referred to as “ESCO”) will provide comprehensive energy services for buildings and facilities serving the Town, these services include but are not limited to:

- Services in connection with the design and specification of equipment and systems to be used in providing energy efficiency services.
- Procurement and installation of new equipment and refurbishing existing equipment. All new and refurbished equipment must be consistent with the existing equipment at the Town.
- Application for State of Connecticut, United States Government, and utility funding if available.
- Commissioning of the equipment, as per the United State Green Building Council (USGBC), the Leadership in Energy and Environmental Design (LEED) and the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Guideline 1.1-2007 HVAC&R Technical Requirements for the Commissioning Process standards.
- Identification of available financial incentives or rate reductions from companies supplying oil, gas, electricity, or transmission or distribution service for gas or electricity.
- The ESCO must work cooperatively with the Town's Department of Public Works and Fairfield Public Schools Facility Management to coordinate this project.
- The 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 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 Building, Zoning and other Town permitting agencies will be issued at no cost.
- The ESCO has the obligation to determine if hazardous materials/wastes will be disturbed or handled/disposed of in performing the project. Hazardous materials/wastes include, but is not limited, to asbestos, lead paint, mercury and PCBs. If hazardous materials/wastes must be disturbed, removed and/or remediated and/or or disposed of, the ESCO must advise the Town beforehand and perform such activities in accordance with all Federal and State regulations and pay for the cost of said activities out of the project savings. A copy of the Town's Asbestos Inspections will be made available upon request, for use as a guide to Asbestos Containing Building Material (ACBM) in the various buildings.
- Operating and Maintenance (O&M) costs generally shall not be included in cash flow or ECM proposals. Estimates of Operating and Maintenance cost savings may be listed for informational purposes only, however O&M will be permissible for interior and exterior LED lighting only and may be included in the cash flow. O&M calculations must be clearly documented to be accepted.
- The Town Interest or Discount Rates shall be assumed to be 3.00%.
- Financing Term shall be assumed to be 20 years, with level debt service payments.
- Assume escalation of energy cost per year will be an appropriate CPI index or 2%, whichever is less and no escalation of project costs or maintenance.
- List estimate of available rebates. Do not factor in any state aid determinations. Subtract estimated rebates from Total Project Cost to determine Net Project Cost upon which lease payments are based.
- Base price for oil should be \$2.50 per gallon or the actual market price paid by the Town over the last 12 months, whichever is less.
- Heating season should be generally assumed to be September 15th to May 31st.
- Cooling season should generally assumed to be June 1st to September 30th.

- Operating hours may be generally assumed to be 1,800 hours for school facilities and 3,000 hours for Town buildings. Actual baseline operation hours must be determined for each building and area and refined during the audit process by the ESCO.
- Regarding heating and cooling hours, Respondents must use the UI and Eversource C7LM Program Savings determination found in the RFP Exhibit folder.
- During occupied hours, the Town is seeking a heating/cooling range from 68F to 72F, with each room thermostat having that range year wide.
- During unoccupied hours, the Town is seeking 60F in heating season and 80F in cooling season.
- Assume one (1) year of interest accrual for the construction period in your financial Pro-Forma.
- Respondent's should utilize the Town's most recent fiscal year (2018-2019) as the baseline for energy usage. The yearly energy use shall be based on 12 months beginning on July 1st and ending on June 30th.
- Respondents should include Measurement and Verification (M&V) costs for 3 years as part of their proposal. M&V methods must be in accordance with the International Performance Measurement and Verification Protocol (IPMVP) as appropriate. Indicate in your RFP response which of the four (4) M&V Options being employed for each measure. Options B or C should be employed for all major fuel-side (thermal) saving measures. Option A may be employed for electrical savings as appropriate. At no time may measures be simply noted as "stipulated savings".
- Respondents should break out all proposed Energy Conservation Measures (ECM's), electric or thermal separately, noting savings and costs for each individually.
- Respondents should break out the annual cost of any service contracts associated with the proposed scope of upgrade. An annual increase will be allowed, with a maximum of 3%
- Respondents should include a chart clearly signifying the positive environmental impact of your proposed ESPC.
- When developing the project financial Pro-Forma, payments for financing equipment will be on an equal debt service basis.
- The Town's preference is that all proposals shall be self-funding on an annual fiscal year basis. All annual revenues must be greater than all annual fiscal year costs.
- A blended \$/kWh rate shall not be used for any energy savings calculations.
- All additional annual periodic maintenance costs incurred as a result of the installation of any ECM shall be clearly indicated and included in the simple payback calculation.

All applicable codes and standards shall be adhered to. Existing ventilation code requirements that are not met, shall be identified as such. Failure to do so may subject the RFP submission to be incomplete.

The Town requests that the systems at each location below be inspected and considered as part of the Respondent's RFP submission:

1. Jennings Elementary School
 - HVAC BMS Controls Upgrade
2. Osborne Hill Elementary School
 - HVAC BMS Controls Upgrade

3. North Stratfield Elementary School
 - HVAC BMS Controls Upgrade
 - Roof Replacements/Upgrades
 - New Acoustical Ceilings & Lights
4. Stratfield Elementary School
 - HVAC BMS Controls Upgrade
5. Tomlinson Middle School
 - New Windows
 - New Acoustical Ceilings & Lights
6. Fairfield Woods Middle School
 - New Windows
7. Fairfield Warde High School
 - HVAC BMS Controls Upgrade
 - New A/C for Cafeteria
 - RTU Replacements at Fitch House
 - New Windows
 - Boiler & Burner Upgrades
8. Old Town Hall, 611 Old Post Road
 - Historic windows
9. Explore upgrades to energy metering to generate savings, including but not limited to the relocation of utility meters above the 200 year flood level.

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

Building square footages, contact information, and energy consumption/cost data, are included in the various appendices.

Proposals shall guarantee recovery of contract costs from energy savings realized by the Town during the term of the ESPC that shall not exceed twenty (20) years. Respondents shall provide comprehensive design-build services for Town owned facilities and will include the following:

- a) Program development
- b) Design, selection and installation of equipment and systems
- c) Comprehensive Asset Renewal Program
- d) Program management
- e) Long term maintenance and service of the installed systems
- f) Apply for State, United States government, and utility funding if available.
- g) Firm fixed price contract
- h) Training, support and education of Town staff
- i) Measurement and verification of results
- j) Provide a Not-to-exceed fixed price for the design-build project.

The awarded Respondent shall provide services during the following project phases:

ENERGY AUDIT PHASE

- The Town and the awarded ESCO provider shall negotiate the scope of work for an Investment Grade Energy Audit (“IGEA”).
- The IGEA is performed to develop an energy master plan. The audit shall also evaluate capital needs associated with the Town’s energy infrastructure i.e. equipment at the end of its useful life, existing code compliance requirements, alternative energy supply options and long-term strategies.
- The audit must be completed for all school buildings and applicable Town building facilities.
- A detailed project development plan, technical feasibility, proposed methods of measurement and verification of guaranteed savings and financial analysis.
- Evaluation of the available 3rd party funding opportunities.
- Development of an energy usage and cost baseline, with the assistance of the Town, that will be the basis of a first party annual energy performance guarantee to offset program costs.
- Development of a program that augments the Town’s existing energy management program commitments and goals.
- Provide a Guaranteed Energy Savings Proposal.
- All components of the IGEA ESPC shall be presented to the Town in a detailed written report, hereafter referred to as the IGEA Report.
- As a component of its consideration of the completed IGEA Report and the recommendations / proposals of the successful ESCO, the Town may, at its sole discretion and prior to the execution of the Energy Management Services Agreement (“EMSA”), elect to proceed with all or any portion of the improvements proposed or recommended by the ESCO including elimination of any building and/or facility from the scope of the IGEA Report. The Town may also elect to proceed with certain improvements on a phased basis, whether over a period of months or years if it determines that proceeding with all of the selected improvements simultaneously is not in the best interests of the Town.
- The Town will pay no more than \$50,000.00 for the audit. The cost of the audit shall be included as a line item in the ESPC.
- If the Town decides not to enter into a performance-based Energy Savings Performance Contract after the final audit report has been accepted, the Town agrees to pay the cost, if any, of the audit up to \$50,000.00.

ALLOWABLE COST SAVINGS and CAPITAL IMPROVEMENT MEASURES:

In considering the Respondent’s submission, below are the allowable cost savings and capital improvement measures that the Town 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:

- Procurement or conversion of energy supply sources, including electricity, natural gas, liquid or solid fuels, renewable energy sources and water;

- Insulating the building structure or systems in the building; 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;
- Automated or computerized energy management and control systems;
- Heating, ventilation or air conditioning system modifications or replacements;
- Energy recovery systems;
- 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;
- Installing or modifying renewable energy and alternate energy technologies;
- Building operation, staff: 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;
- Steam trap improvement programs that reduce energy costs;
- Energy metering or information systems;
- Devices that reduce water consumption;
- 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 comply with all applicable building codes.
- Change of electric service location to protect against flooding;
- Labor cost savings;
- Budgeted or planned deferred maintenance or capital expenditures;
- 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 the Town.

ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC)

Upon completion of the IGEA Report and the above cost saving measures and their review and acceptance by the Town, the Town anticipates that the parties will negotiate a Scope of Work for the implementation of all or a portion of the Respondent's recommended improvements. At this point, the parties will negotiate the final Scope of Work. Depending on the total cost of implementing all the measures priced out, the Town may opt for a lesser Scope of Work. The parties will then enter into an ESPC incorporating the negotiated Scope of Work. Part of this phase will be to separate the defined goals into three sections and set objectives:

- 1. Mission critical:**
 - a. Energy star status for buildings
 - b. Energy intensity 45kbtu/sf/yr
 - c. Reduction in recycled air

- d. High degree of maintainability, critical for sustainability purposes
- e. Increased distributed generation
- f. Lower greenhouse gas emissions

2. Highly desirable:

- a. Carbon and greenhouse gas reduction
- b. Superior employee and customer comfort
- c. Passive design strategies, e.g., daylighting
- d. Solar hot water

3. If possible:

- a. Zero energy buildings designation
- The Guaranteed Energy Savings requirements, - an agreed upon
 - a. Percent savings on electric and gas consumption
 - b. Percent savings on expenditures for electricity and gas savings
 - c. Measured in energy units KWH's, BTU's and CCF's, as well as dollars.
- Methods of commissioning, measurement and verification and any operating, and maintenance and training support services, among other provisions.
- The ESPC shall contain provisions detailing the ESCO's approach to implementing the accepted IGEA Report, including its approach to demonstrating how the guaranteed savings are achieved. Such ESPC shall provide the ESCO's implementation and measurement strategies with respect to the construction term and the performance term.
- Pricing
 - a. Quotes for equipment shall be provided separate from those for installation.
 - b. Subcontractors shall be quoted separately.
 - c. The Respondent shall insure that no sales tax is included.
 - d. Factory direct pricing shall be used wherever possible.
 - e. Multiple contractor markups shall must be preapproved by the Town.
 - f. The Town shall approve all of the above choices
 - g. All savings from utility incentives, state or federal grants, etc. shall be itemized and credited to the Town to establish lower costs.
 - h. Tax benefits shall accrue to the Respondent, but must be estimated and shown.

ESPC – DESIGN & CONSTRUCTION PHASE

After the terms of the ESPC are agreed to, the Town and the ESCO will discuss the following:

- Construction Timetable: There must be a construction timetable. School projects, especially must be coordinated with school staff as to time of day and time of year activity.

- Contract Term: No performance based ESPC shall exceed a total of twenty (20) years in total duration and shall be subject to annual appropriations.
- Insurance: Prior to the commencement of any work and for the duration of this ESPC, the ESCO must provide and maintain insurance satisfactory to the Town'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.
- Meeting Project Schedule: The 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.
- 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. The ESCO and its subcontractors will be responsible for obtaining all required permits, consents and authorizations and for payment of 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, the ESCO shall assist the Town in obtaining such approvals including drawing review and on-site inspections, and incorporate such costs into the performance based energy management services contract (ESPC).
- 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.
- Permits: The 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's Building, Zoning and Licensing departments will be issued at no cost.
- 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. The following energy end use conditions must be maintained at the facility. Any efficiency measures proposed must allow for the maintenance of these conditions, as well as comply with state and local codes and all State Department of Education (SDE) requirements:
 1. Minimum Temperature: Temperatures in occupied areas during the hours of 7:00 AM to 8:00 PM must be maintained at no less than 68 degrees F during the heating season from September 15th through May 31st or during scheduled activities.
 2. Maximum Temperature: Temperatures in occupied areas during the hours of 7:00 AM to 8:00 PM, or during scheduled activities must be maintained at no more than 78 degrees F during the cooling season (where air conditioning equipment is located).
 3. Water Heating: Hot water for kitchen use must be supplied at a temperature between 140 and 160 degrees F for wash tank use and between 180 and 190 degrees F for final rinse hot water. Domestic hot water must be delivered at a temperature between 100 and 115 degrees F.
 4. Air Changes/Ventilation Requirements: Within code at all times, including ASHRAE standards for fresh air ventilation.

5. Existing ventilation code requirements not met shall be identified as such and corrected. Failure to do so will subject the bid to be non-compliant.
 6. The Town reserves the right to increase or decrease the minimum and maximum temperatures provided above.
- Progress Payments: The Town shall require the ESCO to provide monthly progress payment invoices which shall be based on the percentage of actual work that has been performed and has been completed and, if allowed, materials and equipment stored. Such progress payment invoices shall be delivered not later than the fifth (5th) day of every month for the preceding month, and shall be documented on standard AIA Project Application and Certificate for Payment Forms and AIA Continuation Sheets for each energy conservation measure (“ECM”).
 - Retainage: Until work is substantially complete, as determined by the Town, retainage shall be five (5) percent of each of the monthly payments requested.
 - a. Retainage shall be reduced to two and one half (2.5) percent of the total contract price for each specific ECM achieving substantial completion,
 - Upon final completion and project acceptance, the final two and one half (2.5 percent) retainage will be released to the ESCO, less any amounts deducted due. The Town shall retain a portion of the progress payments, each month, upon substantial completion for each ECM, the amount of retainage shall be reduced to liquidate damages or other issues defined in the project completion and acceptance documents.
 - Liquidated Damages: In the event ESCO fails to complete the entire Scope of Services, through no fault of the Town, by the scheduled Final Completion Date of the last ECM to be implemented, as defined in the Project Schedule which was mutually agreed to,
 - a. For each month (or portion thereof) the ESCO is late, the total project install price may be reduced by the product of
 - i. 3% of price of the specific ECM or ECMs remaining incomplete multiplied by the number of days the date of Final Completion is delayed beyond Scheduled Date of Final Completion for all ECMs divided by thirty (30) days.
 - b. An event of force majeure will extend the Final Completion date.
 - c. Such reductions are deemed as liquidated damages and not a penalty, and if imposed, shall constitute the sole monetary recourse for the aforesaid delay(s). The ESCO submission of an Application for Final Payment shall stop the accumulation of liquidated damages.
 - Contract Responsibility: The ESCO shall assume total responsibility for the design and implementation of the ESPC. The ESCO will be the prime contractor and the sole point of contact with regard to all contractual services, including but not limited to design, supervision, construction, installation, security, training and savings guarantee. Service and maintenance support, if required by the Town, shall be negotiated into the ESPC or under a separate ESPC for a term and scope determined by the Town.
 - Savings Guarantee: The guaranteed savings provision shall be fully defined in the ESPC and shall be the measured reduction in fuel, energy, water and operating or maintenance costs resulting from the implementation of the Scope of Services defined in the ESPC. Such guaranteed savings shall be determined when compared to an established baseline of previous fuel, energy, and water and operating or maintenance costs, including, but not limited to, future capital replacement expenditures avoided because of equipment installed or services performed pursuant to the ESPC.
 - The selected ESCO shall provide the Town with a written guarantee that either the amount of energy and water savings guaranteed will be achieved on an annual basis or the ESCO shall reimburse the Town for the full shortfall amount each year for which the shortfall exists.

- a) Methods for measurement and verification of guaranteed savings shall conform to the most recent standards established by the Federal Energy Management Program of the U.S. Department of Energy and the most recent International Performance Measurement & Verification Protocol (IPMVP).
 - b) The overall term of the ESPC, including the performance term shall not exceed twenty (20) years.
 - c) The guarantee shall be a first party direct guarantee from the ESCO to the Town.
 - d) No third-party guarantee shall be allowed, except however, corporate guarantees from a parent company of the ESCO will be considered.
 - e) All savings in excess of the guaranteed savings shall be the sole property of the Town.
 - f) The Town reserves the right, to terminate the ESPC and understands that under such early termination, the ESCO's obligation for guaranteed savings will also terminate.
- Management: The selected 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.
 - 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.
 - As-Built Drawings: Where applicable, the 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 shall be delivered prior to acceptance.
 - Record Keeping: The ESCO shall provide the Town with full access to records and preserve them for a period of seven (7) years after the final payment. The Respondent's proposal submission, should describe the type, method, formatting, and frequency of the ESPC reporting recommended and required.

FINAL ACCEPTANCE

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

COMMISSIONING PHASE

Commissioning will be carried out according to ASHRAE Standard 202-2013. The Town will employ an owner's representative who will be the Commissioning Agent. Commissioning as a holistic process will span from the pre-design planning phase to occupancy and operations at a minimum and should include ongoing commissioning.

Accordingly, the goals of commissioning are to:

1. Deliver buildings and construction projects that meet the agreed upon project requirements.

2. Prevent or eliminate problems inexpensively through proactive quality maintenance techniques.
3. Verify systems are installed and working correctly and benchmark the correct operation.
4. Lower overall initial costs and life-cycle costs for the owner.
5. Provide documentation and records on the design, construction, and testing to facilitate operation and maintenance of the facility.
6. Maintain equipment and facility performance as designed for the building's entire life cycle.

MEASUREMENT AND VERIFICATION

Guaranteed Cost Savings: Improvements and services must result in guaranteed minimum cost savings 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.

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.

Annual Reconciliation: Annual savings will be verified at a specified time each year in order to determine if the ESCO's guarantee was satisfied.

Methodology to Adjust for Changes: The EPSC 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 submission.

M&V Cost shall be included in the ESPC.

OPERATIONS AND MAINTAINANCE

1. Maintenance responsibilities shall be set forth in detail in the ESPC. The ESCO should prepare a separate Maintenance Agreement. The initial term of the Maintenance Agreement shall be five (5) years, with three (3) five-year extensions.
 - The monitoring and maintenance plan as part of the ESPC is to support the services and technologies implemented by the ESCO. The Town reserves the right to contract O&M services through the ESCO or with a third-party firm.
 - How the selected Responder intends to train Fairfield maintenance staff to provide such services to your guaranteed equipment
 - The ESCO should outline any ongoing in-house services that are provided and document its capabilities to support the services and technologies to be implemented in a timely manner.
 - The ESCO should discuss any local subcontractors that will be utilized, the services they may supply, and any licensed HVAC service technicians they may employ.
 - Up and until the completion of the initial measurement and verification, the ESCO must also employ or contract with a minimum of one (1)-licensed State of Connecticut Professional Engineer (PE) to support the Town project.

- Maintenance agreements must provide for a two (2) hour response time to any service interruption problem from the time of notification of the system outage. This includes any major system failure that involves the loss or significant interruption or slowdown of any service to any municipality location. Full restoration needs to occur no more than four (4) hours from initial notification.
 - Maintenance agreements must provide a four (4) hour maximum response from the time of notification for a minor failure or intermittent failure that involves any service other than a loss of connectivity. If the day following notification of any problem that is not interrupting service is not a regular workday, the ESCO shall dispatch its personnel to the Town site by 8:00 am on the succeeding workday.
 - The ESCO must maintain a service log at the appropriate Town and School sites.
 - The vendor shall provide written documentation of the system and installation, including, but not limited to:
 - a. Test Results
 - b. Equipment specifications
 - c. Authority over all sequence of operations
 - d. Multiple licenses and software
 - e. Back-up copies of all software programming provided on non-magnetic media,
 - f. All documentation, maintenance manuals, and as-builts; and
 - g. System configurations and equipment location.
2. Upon completion of the Installation Phase, the ESCO will perform ongoing services detailed in the ESCO to assure all savings and guarantees are met, together with the required and appropriate staff training, maintenance services only as required by warranty, and measure and verification (M&V) services.
- M&V services must adhere to all federal and state M&V protocol standards and scalability for M&V of the energy baseline, adjustment factors, and energy cost savings.
 - All maintenance and monitoring costs must be stated separately in the ESPC in a clear and conspicuous manner.
 - Final payment will not be made until all documentation, licenses, copies of software, maintenance manuals and as-built drawings are received by the Town.
 - The Town requires back-up copies of all software programs on non-magnetic media.
 - The ESCO shall monitor the reductions in energy consumption, greenhouse gas 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.
 - The ESCO 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.
3. The ESCO will be asked to maintain the improvements for the twenty (20) years of the ESPC

- The equipment's useful life shall be documented
- The ESCO will be asked to provide an extended warranty for the equipment's useful life
- Any outsourced maintenance contracts, on ESCO guaranteed equipment, will be considered only for services that the ESCO and the Town mutually agree that the Town's staff cannot perform in-house.
- Existing outsourced maintenance contracts may be continued if the ESCO and the Town agree on the vendor, the terms, and the cost.
- The ESCO should provide documentation of its local capabilities to support the services and technologies to be implemented in a timely manner. These services shall be only for those services that the ESCO and Town mutually agree cannot be performed by Town staff.
- The ESCO should discuss and list any local subcontractors and the services they may supply.
- Include an overview of your local offices and licensed HVAC service technicians throughout the State of Connecticut.
- Maintenance cost may be escalated, on mutually agreeable terms.
- Documentation should be provided in the RFP submission on how your firm meets these requirements.

Operation and Maintenance Manuals: The ESCO shall provide maintenance manuals for each piece of installed equipment replacements and/or upgrades at each location.

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, because it is the Town's intent to use in-house staff for on-going preventative maintenance to the greatest extent possible.

PERFORMANCE BASED ENERGY MANAGEMENT SERVICES AGREEMENT ("EMSA")

Following successful completion of the Technical Energy Audit and Project Development Plan Agreement, the Town may enter into a Performance Based Energy Management Service Program Contract to implement the recommended projects.

Design/Construction/Implementation Phase

Contract Term: No performance based energy management services contract shall exceed a total of twenty (20) years in duration and is subject to annual appropriations.

Insurance: Prior to the commencement of any work and for the duration of this Agreement, the ESCO must provide and maintain insurance satisfactory to the Town'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.

Meeting Project Schedule: The 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.

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. The 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 performance based energy management services contract.

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.

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 Fairfield Building, Zoning and Licensing Services will be issued at no cost.

Bonding Requirements: The ESCO will be required to provide to the Town 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 the State of Connecticut and whose name appears on the United States Treasury Department Circular 570. The successful ESCO shall procure and maintain in effect during the life of the agreement insurance as required in the form of the IGEA Agreement and the EMSA

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.

Progress Payments: The Town shall require the ESCO to provide monthly progress payment invoices which shall be based on a percent complete of actual work performed and, if allowed, materials and equipment stored. Such progress payment invoices shall be delivered not later than the fifth (5) day of every month for the preceding month, and shall be documented on standard AIA Project Application and Certificate for Payment Forms and AIA Continuation Sheets for each energy conservation measure (“ECM”).

Retainage: The Town shall retain a portion of the progress payments, each month, in accordance with the following procedures:

- a) Until work is substantially complete, as determined by the Town, Retainage shall be five (5) percent of the monthly payments claimed.
- b) Upon substantial completion for each ECM, the amount of Retainage shall be reduced to two and one half (2.5) percent of the total contract price for each specific ECM achieving substantial completion,
- c) Upon final completion and project acceptance, the final two and one half (2.5) percent Retainage will be released to the ESCO, less any amounts deducted due to liquidated damages or other issues defined in the project completion and acceptance documents.

Liquidated Damages: In the event ESCO fails to complete the entire Scope of Services, through no fault of the Town, by the scheduled Final Completion Date of the last ECM to be implemented, as defined in the Project Schedule which was mutually agreed to by both the Town and the ESCO, for each month (or portion thereof) the ESCO is late, the total project install price shall be reduced by the product of (i) 3% of price of the specific ECM or ECMs remaining incomplete multiplied by (ii) number of days the date of Final Completion is delayed beyond Scheduled Date of Final Completion for all ECMs divided by (iii) 30 days. Such reductions are deemed as liquidated damages and not a penalty, and if imposed, shall constitute the sole monetary recourse for the aforesaid delay(s). The ESCO's submission of an Application for Final Payment shall stop the accumulation of liquidated damages.

Contract Responsibility: The selected ESCO shall assume total responsibility for the design and implementation of the Energy Management Service Agreement (EMSA) as defined in the EMSA. The

ESCO will be the prime contractor and the sole point of contact with regard to all contractual services, including but not limited to design, supervision, construction, installation, security, training and savings guarantee. Service and maintenance support, if required by the Town, shall be negotiated into the EMSA or under a separate agreement for a term and scope determined by the Town.

Savings Guarantee: The guaranteed savings provision shall be fully defined in the EMSA and shall be the measured reduction in fuel, energy, water and operating or maintenance costs resulting from the implementation of the Scope of Services defined in the EMSA. Such guaranteed savings shall be determined when compared with an established baseline of previous fuel, energy, water and operating or maintenance costs, including, but not limited to, future capital replacement expenditures avoided as a result of equipment installed or services performed pursuant to the EMS.

The selected ESCO shall provide the Town with a written guarantee that either the amount of energy and water savings guaranteed will be achieved on an annual basis or the ESCO shall reimburse the Town for the full shortfall amount each year for which the shortfall exists. Methods for measurement and verification of guaranteed savings shall conform to the most recent standards established by the Federal Energy Management Program of the U.S. Department of Energy and the most recent International Performance Measurement & Verification Protocol (IPMVP). The overall term of the EMSA, including the performance term shall not exceed twenty (20) years. The guarantee shall be a first party direct guarantee from the ESCO to the Town. No third-party guarantee shall be allowed, except however, corporate guarantees from a parent company of the ESCO will be considered. All savings in excess of the guaranteed savings shall be the sole property of the Town. The Town reserves the right, to terminate the EMSA and understands that under such early termination, the ESCO's obligation for guaranteed savings will also terminate.

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

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.

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.

Record Keeping: The selected ESCO shall provide the Town with full access to records and preserve them for a period of seven (7) years after the final payment. Within your proposal submission, describe the type, method, formatting, and frequency of the EMSA reporting recommended and required.

SUBMISSION EVALUATION PROCESS

The evaluation of qualifications and price proposals will be conducted by an evaluation panel (“panel”) created for this purpose. The panel will consist of Town and Fairfield Public School employees. The panel will make its decision based on information gathered during the proposal review process and/or evaluation of the criteria outlined within this section.

Respondents will be evaluated based on the following criteria:

1. Demonstrated specialized experience and technical competence.
2. Experience and qualifications of the proposed team.
3. The capacity and capability to complete all work on-time and within budget.
4. Examples of work produced for and past performance on similar projects.
5. Experience with and knowledge of federal, state and municipal processes, requirements and procedures.
6. Suggestions for improvements / innovations.
7. Not-to-Exceed Fee proposal.

Panel members will individually evaluate each Statement of Qualifications on a points system. In evaluating the Statement of Qualifications, the scoring evaluation (page 30) shall consider the understanding of needs, and, the experience of the Respondent and its management team.

The panel will meet to discuss the Statements of Qualifications. Consensus will be reached with the panel agreeing to overall evaluations. The panel will short-list Respondents and may further evaluate these firms based on an oral interview with the panel. The purpose of an oral interview is to clarify qualifications and allow the panel to verify its evaluation. Additional services or significant changes to the submittals will not be considered.

Once the panel has selected the highest scoring Respondent, the Town reserves the right to immediately begin negotiations for a contract. Should the negotiations fail to result in an executed contract, the Town may elect to terminate negotiations with the first-ranked Respondent and begin negotiations with the second-ranked Respondent or cancel the process and make no award. The Town may choose to continue or cancel the RFP process at any time during this process.

In addition to the data and documentation submitted in response to this process, the Town reserves the right to make an on-site inspection and evaluation of any facility at which the Respondent has provided similar services. If the Town chooses to exercise this right, the Respondent shall provide a representative, with notice, to accompany the Town or its delegated representatives on any on-site inspection. The inspection may not be limited to one facility. All costs for transportation and subsistence to inspect any facilities incurred by the Town shall be the responsibility of the Town.

Negotiations with Respondents

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Respondent who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to

the Request for Qualifications and submissions, and the firm's participation in any interview, or for any costs associated with negotiations.

Proprietary Information

If a submittal includes any proprietary data or information that the Respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by the Town solely for the purposes of evaluating responses and conducting contract negotiations.

Right to Reject

In submitting this response, it is understood by the Respondent that the right is reserved by the Town to accept any submission, to reject any and all submissions, and to waive any irregularities or informalities when to do so is in the best interest of the Town.

ESTIMATED SCHEDULE AND PHASES

Issue RFP	Thursday, 20 th May, 2021
Deadline for Questions	11:00am Thursday, 3 rd June, 2021
RFP Submission Due Date	02:00pm Thursday, 1 st July, 2021
RFP Evaluations	To be determined
Short-list Submissions	To be determined
Finalist Selected	To be determined
RFP Interviews	To be determined
RFP Decision	To be determined
Contract Review	To be determined
Start Date:	To be determined

EVALUATION CRITERIA

Experience and Qualifications (maximum 25 points):

1. Preference will be given to Respondents demonstrating strong capabilities, experience, and reputation in undertakings similar to those described in this RFP. Specifically, the Respondents shall list clients where similar projects have been successfully implemented and monitored.

- Preference will be given to Respondents that have been in business for over 10 years.
- The Respondent must be an accredited member by the National Association of Energy Services Companies (NAESCO) or demonstrate equivalent accreditation.

2. Respondents are limited to companies that can demonstrate successful performance contracting projects with municipalities, other local or State agencies.

- Projects must have had a minimum of (5) years under current Respondent name.
- Respondents shall provide an executive summary including customer contact information for the five (5) references of performance based contracts with Cities, Towns or other State of Local Public Entity.

3. Respondents 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.

- 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.

Technical Approach (maximum 25 points):

Respondents should provide a general description of the technical approach to meeting the Town’s objectives. Respondents should also outline their project development process and how it collaborates with and maximizes financial benefit to the Town and minimizes risk.

- Respondents should include a description of their responsibilities for maintenance and repair of equipment and systems following installation, and should demonstrate the ability of the respondent to provide service on both a routine and emergency basis.
- Respondents should demonstrate their capabilities and methodologies regarding the concept, design, implementation, training, staff support and management, and associated programs proposed for the Town.
- Respondents should discuss response times.
- Respondents should discuss their capabilities and methodologies regarding the use of Town personnel to help maintain the Respondent’s installed and guaranteed equipment. Include training, staff support, management, and associated programs proposed for the Town.
- Respondents should include details on all assumptions used in your calculations, including, but not limited to run hours, building size, occupancy, etc.

Staff Rating (maximum 10 points):

Points will be awarded based on documented technical and project administration skills and experience of the proposed project team and their availability to work on the ESPC. Only those individuals proposed to work directly on the subject project should be included in the staff plan.

Pricing and Financial Capability Rating (maximum 40 points):

Points will be awarded based on the cost to provide the ESPC compared to the amount of positive cash flow.

- Points will be awarded based on the demonstrated financial strength of the Respondent, which will include the most recent year ending financial statement.
- Respondent must also provide evidence of financial stability to fund and support all costs and project guarantees associated with this project.
- Respondent must provide a list of energy conservation measures (ECM’s) with cost and savings numbers that the Respondent believes are realistic. Cost and savings should be estimated by ECM for each building.
- Respondent should describe their experience with these types of ECM’s.
- Respondent must include estimated annual maintenance costs which may escalate at a percentage of an agreed upon CPI. State what percentage and which CPI is being used for the calculation.

- Include an overall financial pro-forma reflecting the entire project for 20 years. Assume the initial capital cost is fixed at an interest rate 3.0% with equal debt service payments. The final cost shall be determined after the IGA is accepted by the Town.
- Respondent must exhibit a willingness to provide open-book pricing.
- Respondent must estimate overhead and profit.

SUPPLEMENTAL INFORMATION REQUIRED

In addition to the proposal submission requirements outlined in this RFP document, please provide the following information:

1. Performance Guarantee.

Describe the form of guarantee that the Respondent will be providing in respect of the EMSA, and its associated cost. If a guarantee backstop by a parent company or credit enhancement by a financial institution is anticipated; please provide a letter from the parent company or financial institution, indicating that such credit enhancement is available, the terms of such credit enhancement and the credit rating of the guarantor.

2. General Project Development & Approach

Summarize the scope of services (investment grade energy audit, energy management service agreement, project design, construction, implementation, 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.

3. Investment Grade Audit Process:

Describe Respondent's general approach to conducting an IGEA.

- Specifically, what is the process?
- How will the Town be involved?
- Detail the level and depth of the information and resources that will be required of the Town?
- Will the Respondent guarantee that the IGEA shall be at a minimum 80% complete by the sixty (60) day response time?

Describe Respondent's approach to the technical design of the ESPC including the methodology the Respondent normally uses to compute the baseline(s) of energy and water use, as well as the performance of improvements.

Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather, facility use changes and operating behavioral changes. Describe factors that would necessitate adjustment.

List all procedures and methodologies including special metering or equipment, which Respondent would use to calculate energy, water and O&M savings.

Does your firm use multiple baselines for different energy conservation measures ("ECM")? If so, please discuss approach.

Discuss the frequency of baseline adjustments over the course of the EMSA defines the drivers that influence such adjustments and how frequently such data is collected.

Discuss Respondent's approach to identifying and quantifying interactivity between ECMs throughout the optimization process, specifically during the winnowing process performed in collaboration with the Town.

Discuss Respondent's approach to relying on energy and non-energy related operational savings in the savings calculation supported by the guarantee.

Discuss Respondent's application of applying a risk factor to ECM-specific annual energy savings.

- Does Respondent's firm guarantee an annual level of savings less than the projected savings?
- Discuss how this risk factor is determined, whether it is ECM specific and if O&M activities contracted to the ESCO (rather than performed by the Town) has any impact on such risk factor.

Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or capital savings.

Provide a detailed schedule and timeline for the IGEA from signed IGEA Agreement to final IGEA Report.

Provide an example of a comprehensive IGEA developed by the Respondent for an EMSA where as much as feasible the specific EMSA team proposed for the Town was involved and completed similar work as contemplated for this EMSA. Please provide such sample IGEA in electronic form on a USB drive containing the contents in 'read only' format.

4. Construction and Commissioning Processes:

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

Describe protocols related to management of critical path schedule to ensure timely completion, including willingness to post liquidated damages for delays and performance shortfalls. Discuss Respondent's EMSA management protocols to ensure schedule adherence.

Describe Respondent's reporting and client liaison protocols to be employed throughout the construction process.

Describe how Respondent would work with current building management and maintenance personnel to coordinate construction activities. Discuss in detail Respondent's protocols to avoid conflicts with the facilities' operation and use, and Respondent's conflict resolution process.

Discuss Respondent's perspective on integrating customer contractors into the ESPC. If desired by the Town, is Respondent willing to solicit qualifications and expertise from local area contractors provided such contractors meet Respondent's requirements?

Describe standards of comfort and functionality that Respondent would propose for light levels, space temperatures, ventilation rates, etc. in the facilities. Specifically discuss the application of these standards in municipal buildings and the public school environment. Also describe how Respondent anticipates those standards would be maintained throughout the term of the ESPC.

Discuss how Respondent will ensure that the Town is not exposed to margin pancaking by using specialty subcontractors (defined as those subcontractors that provide full turnkey services including engineering, design, and installation). Will Respondent reduce its overhead markup on those services provided by specialty subcontractors to mitigate against the margin pancaking issue?

Discuss the role Respondent takes in managing subcontractors. Will Respondent oversee all work performed by subcontractors, including any work performed during occupied and unoccupied times?

For any design work conducted by third-party experts, please identify whether Respondent takes engineering risk including stamping engineering submittals

Billing and Invoices. Describe your standard billing procedures and attach a sample invoice.

Discuss Respondent's approach to commissioning ECMs and describe any differences in commissioning that the Respondent employs on an ECM basis. If commissioning plan was executed for one of the five (5) reference customers, please provide a copy. Such copy should be submitted with your proposal submission and such copy may be provided in an electronic format on a portable electronic media device.

Discuss Respondent's approach to the timing of commissioning and training with respect to the commencement of the warranty.

5. Methodology of Determining and Guaranteeing Energy Savings

The Town requires that methods for monitoring, measurement, and verification of guaranteed energy and water savings shall conform to the most recent International Performance Measurement & Verification Protocol (IPMVP) and standards established by the Federal Energy Management Program of the U.S. Department of Energy.

Baseline Calculation Methodology. Describe in detail the baseline calculation methodology that your firm normally uses to compute baseline of energy and water use as well as efficiency and or performance.

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.

Energy Savings Calculations: Describe in detail your firm's methodology to determine energy savings and explain how this approach will minimize risk and maximize return for Town over the course of up to twenty (20) years.

- Include in the description, the firm's approach to verifying energy savings and addressing changes based on experience and changes in use of municipal buildings and facilities over time.

Dollar Savings Calculations. Describe the procedure to assign dollar values to the O&M and energy and water savings.

Cost Savings Guarantee Calculations. Describe your firm's procedures and schedule for measuring financial performance of projects.

- Any shortfall of savings. 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 Towns benefit and confirm that all excess annual savings accrues to the benefit of the Town and is not carried forward to future years to offset any shortfall of savings.

Discuss Respondent's general approach to identifying the appropriate measurement and verification protocol on an Energy Conservation Measure ("ECM") specific basis. Please provide a listing by ECM category of the anticipated Federal Energy Management protocol ("FEMP") for each ECM, and the rationale for such protocol.

How does the Respondent treat savings realized during construction? Are those savings included in the guarantee and credited to the EMSA or are those savings treated as excess savings to the Town?

Describe Respondent's standard measurement and verification procedures, including reporting frequency, reconciliation methods and timing.

Please provide an electronic copy of a post construction sample measurement and verification report from one of the five reference EMSAs together with an explanation of how Respondent demonstrated, with respect to such report, whether the guaranteed savings level was met and if not, the mechanics of how the customer would be compensated. Redacted copies protecting confidential information will be accepted. Such electronic copies shall be provided on a portable electronic media.

6. Service and Maintenance and/or Owner Training:

In your responses to the following, include a description of Respondent's experience with ensuring that equipment warranties and maintenance records are maintained and the requirements of the performance guarantee for savings is met

Equipment Ownership and Service Responsibility. Describe the status of equipment ownership and service responsibility at contract expiration.

In-House Maintenance Capabilities.

- Describe the types of services provided by direct employees of your firm.
- Describe how the Town's maintenance staff can perform some of these duties if qualified, 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 wishes to terminate the maintenance contract prior to the end of the performance contract.

Local Support Capabilities. Provide documentation of the firm's capabilities to support the services and technologies implemented by your firm throughout the locations of the Town.

- Include an overview of your nearest office(s) and licensed HVAC service technicians throughout the State of Connecticut.
- Indicate if the licensed service technicians are under direct employment by your firm.
- The Respondent must also employ a minimum of one (1)-licensed State of Connecticut Professional Engineer (PE) to support the Town of Fairfield project.

Provide detailed information on any proposed training programs for Town maintenance personnel and staff, including course content, location, and schedule.

State Respondent's general recommendations as to benefits of contracted service and maintenance vs. training of Town personnel.

7. Other Factors the Town shall consider:

Experiences with Public Buildings: Provide specific information regarding Respondent's experience and expertise with the various types and uses of buildings and facilities under consideration in this ESPC, including but not limited to the particular needs of municipal facilities and buildings, including public safety and historic buildings.

Hazardous Materials: Describe the services your firm will provide to identify, abate, and otherwise address hazardous materials that may be present in buildings or facilities under consideration for this EMSA. Materials may include but not be limited to asbestos, lead and PCBs.

Innovative EMSA Funding: Respondents shall include in their responses the following:

- Information regarding all potential third-party funding sources that could be applied to any or all potential energy management services,

- Description of the applicant’s experience(s) in securing such funding, and
- Description any new sources of funding that may have recently become available but that the respondent has not yet had experience with.
- Such funding sources may include, but are not limited to: utility rebates, demand response payments, grants, funding from the American Recovery and Reinvestment Act, or any other State or Federal legislation, sale of renewable energy, carbon or air quality emissions credits or State funding sources.

Provision of Financing: Describe how you would work with the Town 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.

Experience with Renewable Energy and High-Efficiency Power Production: Respondents shall include in their responses information on Respondent’s past experience installing renewable energy systems (such as solar hot water, photovoltaic, wind turbines, biomass and landfill-gas-to energy systems), high-efficiency power systems (such as combined heat and power systems and geothermal technologies) and green technologies (such as green roofs, rainwater reclamation, digester, etc.).

8. Pricing Structure:

Describe Respondent’s approach and preference to EMSA pricing including:

- Open Book/Open Book with contracted mark-ups,
- Open Book/Closed Book/Firm Fixed Price and
- Closed Book/Firm Fixed Price.

Please note that the Town will determine its final preferred approach.

Under a Firm Fixed Price contract, what level (percentage) does your firm include as a contingency?

Under an ESPC, will Respondent accept a five (5) percentage hold-back Retainage on all progress payments until final completion?

Respondents are required to provide a fixed price break-up fee for the IGEA (if any) if the IGEA is completed in accordance with the IGEA Agreement and the Town does not proceed with an EMSA.

**SAMPLE OF FORM MATRIX THAT THE TOWN
WILL BE USING FOR RESPONDENT SELECTION**

Town of Fairfield

RESPONDENT SELECTION FORM for RFP Comprehensive Energy Management System

INDIVIDUAL RESPONDENT RATING FORM

(Reproduce this form for each Committee Member to complete for each Respondent reviewed)

Firm:

<u>Criteria</u>	<u>Maximum Points</u>	<u>Point Rating</u>
Experience and Qualifications	25 points	_____
Technical Approach	25 points	_____
Staff Rating	10 points	_____
Pricing and Financial Capability Rating	40 points	_____
TOTAL	100 Points	_____

REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

SUB-CONSULTANTS

Provide sub-consultant details if any are to be employed as part of this contract:

SUB-CONSULTANT #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Type of Service _____ Email _____
Proposed Fees: _____ \$ _____ /hr _____ \$ _____ /hr _____ \$ _____ /hr

SUB-CONSULTANT #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Type of Service _____ Email _____
Proposed Fees: _____ \$ _____ /hr _____ \$ _____ /hr _____ \$ _____ /hr

SUB-CONSULTANT #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Type of Service _____ Email _____
Proposed Fees: _____ \$ _____ /hr _____ \$ _____ /hr _____ \$ _____ /hr

SUB-CONSULTANT #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Type of Service _____ Email _____
Proposed Fees: _____ \$ _____ /hr _____ \$ _____ /hr _____ \$ _____ /hr

NOTE: All sub-consultants are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside "**BID #2021-70**" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Lee Allison Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

INSURANCE (continued)

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non/contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella/Excess Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON- WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.