

**Regional Energy Commission of
Branford, Durham, Guilford, Killingworth, Madison and Westbrook
c/o
Town of Madison
Human Resources Office
8 Campus Drive
Madison, CT 06443**

REQUEST FOR QUALIFICATIONS (RFQ)

REGIONAL ENERGY MANAGER

Response Date: Monday, July 26, 2010

Response Time: 2:00 p.m.

REQUEST FOR QUALIFICATIONS REGIONAL ENERGY MANAGER

The Regional Energy Commission of Branford, Durham, Guilford, Killingworth, Madison and Westbrook will be accepting sealed qualifications for a Regional Energy Manager until 2:00 p.m. on Monday, July 26, 2010. Any proposals submitted after that time will be disqualified. Questions concerning the proposal may be directed to Rita Umile, Manager, Human Resources: UmileR@madisonct.org.

All submissions must be clearly marked: REGIONAL ENERGY MANAGER and should be **ELECTRONICALLY SUBMITTED (pdf format)** to Rita Umile, Manager of Human Resources, Town of Madison: UmileR@madisonct.org.

The REC reserves the right to reject any and/or all submittals received for any reason whatsoever, to waive any informality in any submittal or in any provision in the request for qualifications and to select the RFQ that in the opinion of the REC, will meet its best interests. Provided, however, that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the REC be responsible for any costs related to preparing any proposal. The REC reserves the right to waive any and all guidelines herein and to reject any and all proposals in order to make an award it deems, in its sole discretion, to be in the best interests of the REC.

More than one submittal from an individual under the same or different name will be rejected. Any or all submittals will be rejected if there is any reason for believing that collusion exists among Responders. Participants in such collusion may not be considered in the future offers for the same contract. Each Responder, by submitting an RFQ, certifies that he or she is not a part of any collusive action.

The successful Responder agrees that he or she will not discriminate or permit discrimination against any person or group of persons on grounds of race, religion, color, sex, or national origin; except where religion, sex, age, marital status, national origin, ancestry or mental or physical disability, including but not limited to blindness; unless it is shown by the Responder that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The REC is an Equal Opportunity Employer and affirms that it does not discriminate against anyone on account of race, marital status, religion, age, sex, national origin, or handicap.

Award will be made based on experience and qualifications of the Responder while taking into consideration all other relevant factors.

The REC reserves the right, in its sole discretion, to waive any irregularity or informality in any question; to reject any or all submittals or to accept those submittals that appear to be in the best interest of the REC. The right is reserved to cancel this RFQ if instructions are not followed. Any submittal received after the date specified shall not be considered.

All questions should be directed to Rita Umile, Manager, Human Resources, Town of Madison, 8 Campus Drive, Madison, CT 06443. Email: UmileR@madisonct.org. Questions must be presented in writing.

Interested parties are requested to email the Town of Madison:
UmileR@madisonct.org as soon as possible with their intent to bid.

I, _____, the undersigned, hereby agree to provide services as REGIONAL ENERGY MANAGER.

ADDRESS:

TELEPHONE: _____

Signature of Responder: _____

Thank you for your interest in the Regional Energy Commission of Branford, Durham, Guilford, Killingworth, Madison and Westbrook.

Schedule

- Copy of this RFQ will be available on the Town of Madison website: www.madisonct.org, or by email request to:

Email: UmileR@madisonct.org

- **Monday, July 12, 2010** -- Deadline for questions, 2:00 p.m., all questions must be in writing.
- **Monday, July 26, 2010** -- Submittals are due **VIA ELECTRONIC SUBMISSION (pdf format)**, to Rita Umile, Manager of Human Resources Office, Town of Madison: Umiler@madisonct.org on or before 2:00 p.m., at which time they will be opened and recorded.
- **Time line to be determined** - Responder(s) may be requested for first presentation of their submittal to the selection committee.
- **Time line to be determined** -- Responder(s) may be requested for second presentation of their submittal to the selection committee.
- **Time line to be determined** -- Responder(s) may be requested for third presentation of their submittal to the selection committee.
- Selection committee will make a recommendation to the REC members and or their sub-committee(s) for award.
- Anticipated award on: **Time line to be determined.**

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SECTION I: Instructions

1.1 Purpose of this request for qualification (RFQ):

The towns of Branford, Durham, Guilford, Killingworth, Madison and Westbrook have formed a Regional Energy Commission (REC); and, the REC has received two years of ARRA funding to retain the services of a Regional Energy Manager. The manager will lead the planning and management of energy conservation projects within each town taking full advantage of incentive programs and other sources of project funding to reduce town energy expenditures and their associated contribution to climate change.

The individual responding to this request will be referred to as the RESPONDER and the contract will be between the RESPONDER and the TOWNS OF BRANFORD, DURHAM, GUILFORD, KILLINGWORTH, MADISON & WESTBROOK.

The REC is an Equal Opportunity Employer and affirms that it does not discriminate against anyone on account of race, marital status, religion, age, sex, national origin, or handicap.

Selected Respondents will be subject to a full background investigation, including reference checks, credential checks, and fingerprinting.

1.2 Response Date

Your submittal must be received by the REC, c/o Manager, Human Resources, on or before 2:00 p.m. on Monday, July 26, 2010 **via ELECTRONIC SUBMISSION:** UmileR@madisonct.org. Any submittal enroute or delivered by any other means or to any other location will not be considered timely and will be returned unopened. Submittals received after the deadline will be late and ineligible for consideration.

1.3 Consideration and Award

It is the intent of the REC to award the contract to the Responder that submits qualifications that best represents the interest of the REC, and the towns it represents.

The REC may award a contract based upon the initial submittal received without discussion of such submittals. Accordingly, each initial submittal should be submitted with the most favorable price and service standpoint. All submittals shall include completed forms as provided by the REC.

REC reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposals, to require a modification of contract terms

at any time, and to select the Respondent who, in the opinion of the REC, will meet the best interests of the towns it represents, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. Under no circumstances will the REC be responsible for the cost of preparing any Submittal.

The REC intends to contract with the Responder whose Submittal, in the sole judgment of the REC, is the most advantageous to its needs. Financial, as well as service capability, experience with similar operations and other factors, will be considered in the evaluation. It is understood that any Responder submitting a proposal agrees to all terms and conditions of the specifications as set forth herein.

1.4 Issuing Office

The Manager, Human Resources, Town of Madison, CT is the issuing office for this document and all subsequent addenda relating to it.

The information provided herein is intended to assist the Responder in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide interested Respondents with sufficient basic information to submit qualifications meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. The Responders are at liberty and are encouraged to expand upon the specification details to evidence service capability under any agreement.

Questions related to any portion of this Request for Qualifications should be directed in writing to Rita Umile, Manager, Human Resources, Town of Madison, 8 Campus Drive, Madison, CT 06443. UmilerR@madisonct.org. Only written questions will be accepted. All questions must be submitted in writing on or before Monday, July 12, 2010.

SECTION II – Qualifications and Experience

The following conditions must be addressed in submittals:

- 2.1** The chosen Responder must have sufficient qualifications and expertise to furnish the resources needed to carry out the technical needs that may arise in the towns represented by the REC.

The qualification data shall be submitted by each Responder in the following format:

1. Only **electronic copies** of any and all materials submitted will be acceptable. **Only pdf format will be accepted.**
2. Provide a brief history and description of qualifications data, limited to not more than ten pages.
3. Provide a summary of experience the Responder has with the subject scope of work. Identify specific qualifications which you believe especially qualify you to perform this work.

4. Provide a description, location, date of completion and client contact person regarding services carried out by you within the last five years which are comparable in scope to the proposed project. The services must have been carried out by the Responder, and not by any associates.
5. Provide resume of all work history within the last five (5) years performed by Responder, but not limited to services specifically comparable in scope to the proposed project.
6. Provide contact information for at least three pertinent references with which the Responder has provided similar services for the specified project REC is considering.

Please note that the following areas of background and experience will guide the evaluation process:

1. Bachelors of Science in Electrical, Mechanical , Environmental or Architectural Engineering and 5 to 9 years experience in Energy Management. In some cases, where experience is strong, an Associates Degree in one of the above is acceptable, provided there are additional years of experience in energy management or a considerably greater amount of experience without a degree. Preference will be given to candidates with advanced engineering credentials and degrees.
2. Certified Energy Manager (CEM) certification
3. Experience conducting energy audits, reviewing design and construction plans
4. Experience with building operations; particularly HVAC systems, energy management systems and energy conservation measures
5. Experience purchasing and contracting for energy products and services
6. Experience researching and seeking grant funding
7. Experience training facilities personnel on the ongoing use of energy related systems and software applications
8. Awareness of conservation incentive programs available in this region
9. Experience working with alternative energy projects

Additional types of background and experience sought:

1. Ability to work effectively in the public sector with staff, elected officials and the public
2. Experience managing budgets and complex projects
3. Experience writing reports, developing presentations and speaking in public concerning technical matters for non-technical audiences
4. Experience and hands-on skills summarizing and analyzing large quantities of data
5. Innovative, strategic and energetic with the ability to craft an energy management vision for each municipality and the region
6. Strong inter-personal and communication skills with a collaborative and cooperative approach
7. Ability to work with a high degree of independence balancing competing demands and priorities

8. Experience working in a complex organization with multiple reporting relationships
 9. Experience resolving conflicts and overcoming obstacle without formal authority
 10. Willingness and availability to participate in occasional evening and weekend meetings
 11. Willingness to make a two-year commitment to the initiative
- 2.2** Responder must disclose any conflicts of interest to accepting an award of the contract with REC, and if a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the Responder.
- 2.3** All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.

SECTION III: Project Objective

- 3.1** This solicitation is for the purpose of entering into a contract for Professional Services with Responder having the experience and qualifications in the field of energy management in the State of Connecticut.

The successful Responder shall conduct the services in a manner which best fulfills the following program description: **The manager will lead the planning and management of energy conservation projects within each town, taking full advantage of incentive programs and other sources of project funding to reduce town energy expenditures and their associated contribution to climate change.**

The Responder is encouraged to expand upon this general scope of services, to describe particular services available through his or her expertise, and explain the benefits that these provide in his or her proposal.

- 3.2** To provide energy management services to the REC, in the areas of, but not limited to:
1. Develop a comprehensive energy baseline for each town's recent energy usage.
 2. Develop a calendar of upcoming energy requirements and current or planned contracts
 3. Develop a catalog of relevant and available incentive programs
 4. With each town develop an initial set of 2-3 energy efficiency improvement projects that can be quickly implemented at low net cost and return high savings.

SECTION IV – Term of Engagements

- 4.1 The term of engagement will run for a period of (2) years beginning approximately on September, 1, 2010 upon agreement between the REC and the successful Responder, and may not be renewed for any further terms.

SECTION V – Service

- 5.1 Unless stated otherwise the Responder is obligated to provide the services which the REC requires for its operation and to perform the needed services in a timely and professional manner. The successful Responder will be required to coordinate his or her services with the REC or its designee.

SECTION VI – Compensation

The REC has been awarded up to \$250,000 to cover personnel costs for the term of the 2 year project.

- 6.1 Agreed upon compensation will include all costs associated with services of the Regional Energy Manager, but not business expense reimbursements such as mileage and supplies. There will be no fringe benefits provided to this contracted position.

Responders are required to submit either hourly rate, or lump sum project amount, for the services of Regional Energy Manager. The quoted rates and/or amounts shall be firm until the end of this agreement.

- 6.3 The Town of Madison is the grant administrator for this project. Payment for services rendered by the selected Responder will be issued thru the Town of Madison.

SECTION VII – Proposal Outline

- 7.1 Please assemble your response to the RFQ in the following order:
1. Qualifications and experience specific to this project, other work and/or educational history and references.
 2. Project understanding.
 3. Price proposal.
 4. Additional information – this is an opportunity to expand submittals by addressing areas not specifically addressed in the RFQ, such as what value do you bring to a partnership with REC, what sets you apart from your competitors and why you are the right partner for REC.

SECTION VIII – Review and Selection Criteria

- 8.1 REC will employ a structured, competitive evaluation process. All submittals will be reviewed and scored based on how well they address the specific needs of

the REC as outlined in this RFQ. REC may choose to use competitive negotiations to develop the contract/agreement with the Responder whose proposal best suits the needs of REC based upon the sole discretion of REC.

8.2 The review and selection criteria shall be based on the submittals and responses during the interview section if conducted. There may be up to three (3) interviews. A listing of the criteria on order of their importance is as follows:

1. Qualifications and experience in Energy Management with projects of similar size, scope and complexity
2. Pricing Scale of Services
3. Ability to respond to the client in a timely fashion
4. Approach – Proposal Outline
5. References

8.3 Proposal Evaluation Criteria

a. Proposals will be evaluated by a committee against the following criteria with assigned weights as indicated. Each area of the evaluation should be addressed in detail in the proposal.

<u>Weight</u>	<u>Criteria</u>
40 points	Qualifications and experiences with projects of similar size scope and complexity.
15 points	Cost Pricing Scale of Services
15 points	Communication Skills
15 points	Approach – Proposal Outline
15 points	References

SECTION IX – Other

9.1 Respondent is must provide business name and Tax Identification Number (TIN) if applicable.

9.3 Please provide any other information that you believe would be appropriate to assist in the evaluation of your qualifications.

SECTION X – Insurance

- 10.1** The Respondent shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of “A” or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

INSURANCE RIDER

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the REC from requiring additional limits and coverage to be provided under the Contractor's policies.

A. Minimum Scope and Limits of Insurance:

10.2 Workers' Compensation Insurance

With respect to all operations the Contractor performs, he or she shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Million Dollars (\$1,000,000.00) coverage for each accident, One Million Dollars (\$1,000,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for accident or disease.

10.3 Commercial General Liability

With respect to all operations the Contractor performs he or she shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence per location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate for each site location shall not be less than Two Million Dollars (\$2,000,000.00).

10.4 Automobile Liability

With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

10.5 Errors and Omissions/Professional Liability

With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

10.6 "Tail" Coverage

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the services term for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace whichever is longer. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

10.7 Acceptability of Insurers

The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

10.8 Subcontractors

The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the REC's Legal Counsel as required herein.

10.9 Aggregate Limits

Any aggregate limits must be declared to and be approved by the REC. It is agreed that the Contractor shall notify the REC whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

10.10 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the REC. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

10.11 Notice of Cancellation or Nonrenewal

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the REC.

10.12 Waiver of Governmental Immunity

Unless requested otherwise by the REC, the Contractor and his or her insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the REC.

10.13 Additional Insured

The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the towns of Branford, Durham, Guilford, Killingworth, Madison and Westbrook, and their Regional Energy Commission, as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

10.14 Certificate of Insurance

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance, as well as a copy of the Respondent's insurance policy/policies, to REC's Legal Counsel prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The REC reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to Rita Umile, Manager, Human Resources, Town of Madison, 8 Campus Drive, Madison, CT 06443.

10.15 Waiver of requirements

The REC Legal Counsel may vary these insurance requirements at Counsel's sole discretion if Counsel determines that the REC's interests will be adequately protected by the provision of different types or other amounts of coverage.

Indemnification: The towns of Branford, Durham, Guilford, Killingworth, Madison and Westbrook, and their Regional Energy Commission, its officers, agents, employees and assign shall be held harmless and indemnified from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request For Qualifications, and/or Contract Agreements. This indemnification and hold harmless agreement shall survive the termination or expiration of this agreement.

In addition, the Contractor agrees to indemnify and hold harmless the towns of Branford, Durham, Guilford, Killingworth, Madison and Westbrook, and their Regional Energy Commission, and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injuries or property damages or any other losses which may result from the Contractor's performance or lack of performance of the required services. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the towns of Branford, Durham, Guilford, Killingworth, Madison and Westbrook, and their Regional Energy Commission, or any of their respective members, officers, employees or agents in any suit or claim arising from the Contractor's performance or lack of performance of the required services or arising from the enforcement of this provision.

SECTION XI – Proprietary Information

- 11.1 Respondents are requested to mark any specific information contained in their submittal, which is not to be disclosed to the public, or issued for purposes other than the evaluation of the proposals. Pricing and service elements of the successful submittal will not be considered proprietary.

SECTION XII – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am the _____ of _____
(TITLE) (NAME OF FIRM & TIN—if applicable)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. I fully understand that more than one offer from an individual, firm partnership; corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a proposer is interested in more that one bid for the work contemplated may cause rejection of all proposers in which the proposer is interested. Any or all proposers will be rejected if there is any reason for believing that collusion exists among the proposers. Participants in such collusion may not be considered in the future offers for same work. Each proposer by submitting a bid certifies that it is not a part to any collusive action.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
6. _____ its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or held liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with the respect to bidding on any public contract, except as follows:
7. I state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by REC in awarding the bid for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from REC of the true facts relating to the submission of this contract.

I agree to furnish and deliver all services on the date and time agreed on by myself and the REC at the time the agreement is signed. Furthermore, there will not be cancellations to the REC. If a proposer submits a bid on services, he/she will be responsible for delivering that service at the bid cost, in accordance with the attached above specifications which were submitted with this bid and upon which the bid was made.

8. By signing this Affidavit the proposer understands and agrees to the attached terms, terms, and specifications, including that collusion among bidders and employment discrimination by the contractor are prohibited.

SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE

THIS _____ DAY OF _____, 20 _____

_____ MY COMMISSION EXPIRES _____ NOTARY PUBLIC