REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL

For

Energy Performance Engineering/Consulting Services

For The

CREC Magnet Schools

CREC RFP #2017-0815

Issue Date: SEP 22, 2017

Written Responses Due: OCT 20, 2017 at 2:00 pm EDT

CREC Construction Services 147 Charter Oak Ave Hartford, CT 06106

QUESTIONS: Contact Sr. Project Manager, Douglas Rogers, in writing via e-mail drogers@crec.org. No questions will be accepted after OCT 13, 2017 12:00 pm EDT

INSTRUCTION TO BIDDERS

CREC Construction Services ("CREC" or "Owner's Project Manager" (OPM)) will be administering this RFQ/P process for the CREC Operations Division ("Owner"). Written proposals are due by OCT 20, 2017 at 12:00pm EDT. Firms are required to submit (i) a copy of a completed fee schedule, a copy of which fee schedule is attached here to as Exhibit A and made a part hereof (the "Fee Schedule" and as completed and submitted, a "Fee Proposal") in a sealed envelope; and (ii) separately from the Fee Proposal, five (5) copies of the firm's qualification response to this RFQ/P to the Owner's Operations Office located at 147 Charter Oak Ave, Hartford, CT 06106 Attention: Douglas Rogers, OPM, CREC Construction Services

INTRODUCTION

CREC is soliciting proposals from engineering firms to assist and represent CREC in their effort to improve all CREC facilities by employing the process of "Energy Performance Contracting (EPC)".

Energy Performance Contracting requires a firm that has the demonstrated specialized experience and knowledge necessary to ensure that the interests are protected throughout all phases of this process and that the greatest value is received for the energy savings achieved.

The engineering firm must guarantee that they will not incur any out-of-pocket expenses AND that the identified project energy savings will be realized throughout the guaranteed period.

The engineering firm will not receive any payments for services rendered unless or until CREC signs a contract with an energy services company (ESCO). Only then will the engineering firm be eligible to submit a partial payment request which will be funded entirely by the ESCO.

ENERGY PERFORMANCE ENGINEERING/CONSULTING SERVICES

The objective of Energy Performance Engineering Services is to allow CREC to enjoy the many benefits of Energy Performance Contracting (EPC) programs. EPC projects will allow CREC to replace boilers, lights, windows, HVAC Systems and other energy related building components with new energy-efficient systems, and all costs are paid for out of the guaranteed energy savings the upgrades will yield over time. EPC can be beneficial in many different situations including bond avoidance, necessary wear-and-tear replacement, and new construction and additions.

PROJECT DESCRIPTION

The project is a complete assessment of all the CREC Magnet Schools and Supporting buildings around the capitol region. (the "Project"). The Project will consist of a school facility portfolio of approximately 2.1 Million aggregate net sq. ft. The design of the Project will begin in OCT 2017 and the completion of the Energy Performance Engineering Assessment is expected to be the summer of 2018.

SCOPE OF WORK

The engineer will provide the following engineering/consulting services to assist CREC in identifying the scope of an EPC, selecting an ESCO, supervise and review the design of the project in accordance with all applicable requirements, supervising the construction, verify substantial completion and verify actual energy savings resulting from the work.

The engineering firm will:

Perform a Preliminary Energy Assessment (PEA) of the CREC facilities and prepare a written report with all findings. The survey is to determine if an EPC is feasible and to provide an estimate of the size and scope of work that can be performed.

Prepare and issue the RFP to solicit an energy services company (ESCO). EPC will then review the qualifications and experience of proposers, provide a detailed evaluation of the proposals, and assist CREC in selecting the best proposal.

Supervise the successful ESCO in the preparation of a Comprehensive Energy Audit (CEA) and the development of the final scope of work to be performed, which will produce the largest and most dependable energy savings incorporating energy conservation/renewable energy measures that are most important to CREC.

Assist the CREC Attorney in the preparation of the contract to retain the ESCO.

Supervise/review the preparation of the engineering plans, specifications, and applications for approval by all applicable agencies to ensure that all code, safety and operational requirements are addressed and that the project is completed safely and in compliance with CRECs needs.

Advise CREC on the appropriate financing terms through the ESCO or other sources that ensures no out-of-pocket cost and no deficits throughout the term of the contract.

Provide construction administration services to ensure that the projects are completed in accordance with approved plans and specifications of the contract.

Supervise Measurement and Verification (M&V) procedures and commissioning procedures to ensure that savings will be realized.

Review and approve a final project acceptance certificate and assist CREC in assuring that all grants, aid, rebates and incentives have been applied for and received by the ESCO where applicable and required.

For a period of 3 years after substantial completion, assist CREC to evaluate actual energy savings realized by the Energy Performance Project. This will include, where needed, discussions and meetings with the ESCO and the review of M&V procedures and related calculations. If the full amount of energy savings guarantee by the ESCO is not achieved, EPC will assist CREC to recoup the deficit in said savings.

Provide an approximate time period necessary for each aspect of the above scope of services.

QUALIFICATIONS AND EXPERIENCE:

Due to the unique nature of the desire to retain an energy performance contracting engineering firm, the successful proposer will limit their responses to experience and qualifications with comprehensive management, design review, and supervision of EPC Projects.

Proposals shall:

List all projects whereby the engineering firm represents clients from the initial survey throughout the entire EPC process. Provide contact information, project size, completion date and verification of energy savings report (minimum 5 projects).

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

Provide description of the proposed management structure and a list of the licensed professional engineers, Certified Energy Managers (CEM) and Project Managers that are available to work on this project and their related experience developing and managing Energy Performance Contracts. The engineer must be allowed to practice and be professionally licensed in the State of Connecticut, copies of licenses and certifications must be provided.

Provide an actual report(s) your firm prepared for a evaluating the ESCO's Measurement and Verification report for an EPC project. Highlight the report(s) if it's in Year 2+ of the M&V phase.

Provide a sample RFP proposal evaluation report, construction inspection report and a Comprehensive Energy Audit (CEA) evaluation report.

Provide any project(s) your firm monitored that didn't realize the energy savings guarantee and identify what was the course of action or outcome.

Provide a "Certificate of Authorization" from the State Office of Professions granting the authority of the proposing engineering firm to provide engineering services in the State of Connecticut.

Provide a stand-alone overview, maximum of 5 pages, using any order or format to present your company as you wish. Include highlights on company background, market sectors served, company strengths and areas of expertise. Also include your general approach to energy-savings performance contracting: typical phases for a project and ability to support each phase

(project development, energy auditing, performance/savings guarantee, financing, construction, commissioning, measurement and verification, building occupant training, post-construction maintenance support). Address how you will meet the requirements of the energy-savings performance contracts.

Describe your company's experience with each of the following:

Design/engineering/installation/maintenance and repairs associated with energy-savings performance contracts

Conversions to a different energy or fuel source, associated with a comprehensive energy efficiency retrofit

Post-Installation Project Monitoring, Data Collection and Reporting Of Savings.

Provide detailed information on energy-savings performance contract projects your company completed that can be used for references. Expand on the information provided in the previous sections to give details on individual projects.

FEES FOR PROFESSIONAL SERVICES

Submit a fee as a percentage of the Total Construction Cost of the Energy Performance Contract along with a schedule of partial payments throughout the EPC (e.g. % upon CREC signing an ESCO contract, % upon submission of plans & specs to CREC, % upon CREC approval and % upon substantial completion). Total fee to perform above scope of work:

% of Total Construction Cost

NOTE: No compensation will be earned unless CREC signs a contract with an ESCO. All payments for these services will be funded by the ESCO.

PROPOSAL EVALUATION CRITERIA

The CREC administration and Facilities members will review the proposals received and will further evaluate them using the criteria below.

Extent and depth of experience performing energy performance design, contract development and management for CREC, including quality of RFP, CEA and M&V evaluation and project administration.

Level of client satisfaction determined from supplied references.

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

Experience with green, sustainable and renewable energy systems and energy conservation measures.

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

RIGHT TO REJECT PROPOSALS

This RFP does not commit CREC to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. CREC intends to award a contract on the basis of the best interest and advantage to CREC, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part or in its entirety, all in the best interest of the CREC, and in accordance with applicable law. CREC may select as the successful proposal that proposal which, CREC discretion and with whatever modifications CREC and the proposer may mutually agree upon, best meets CREC's requirements whether or not that proposal is the lowest priced. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent That CREC, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful contractor.

INSURANCE REQUIREMENTS

No Proposer shall commence work under this Agreement until it has obtained all the insurance required hereinafter and such insurance has been approved by CREC. The contractor shall not allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by CREC shall not relieve or decrease the liability of each contractor. CREC, its officers, employees and agents shall be named as additional insured under all such applicable policies.

Worker's Compensation and other Mandated Insurance: Each Proposer shall maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of their employees engaged in work under this contract.

Bodily Injury and Property Damage Liability Insurance: Each Proposer shall maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage shall protect the Proposer from claims for damage which may arise from operations under this contract, whether such operations be by Proposer, or by any subcontractor or by anyone directly or indirectly employed by them.

The hazards insured against are listed below: Premises-Operations
Project & Completed Operations Explosion & Collapse Underground

Contractual Insurance

Broad Form Property Damage Independent Contractors

General Liability, Including personal and advertising liability Automobile Liability, including owned, hired and non-owned vehicles Professional Liability

Umbrella Liability

The required limits of liability coverage on the above listed shall be:

General Liability

Bodily Injury and Prop	erty Damage	Liability
Each Occurrence	\$1	,000,000
Aggregate	\$2	,000,000
Automobile Liability including Hired/Non-ow		Liability
Combined Single Limit	f \$1	000 000

<u>Umbrella Liability</u>

Providing Coverage over General Automobile and Professional Liability
Each Occurrence\$5,000,000
Aggregate\$5,000,000
Professional Liability

Each Occurrence \$2,000,000 Aggregate\$2,000,000

The engineer must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in the State of Connecticut.

INDEMNIFICATION

The Proposer will indemnify, defend with counsel of CREC's choosing and hold harmless CREC, its officers, agents and employees from and against any judgment or award and any and all loss or expenses (including reasonable attorney's fees) that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with the Agreement.

Without monetary limitation, the Proposer and Proposer's officers, directors, members, partners, agents, employees, consultants agree to indemnify and hold CREC harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Proposer and Proposer's officers, directors, members, partners, agents, employees, and consultants in performance of services under the Agreement.

COMPLIANCE WITH REGULATIONS

The Proposer shall cause all persons performing work pursuant to this Agreement to comply with all instructions pertaining to conduct and to building regulations issued by the State of Connecticut and CREC. All such persons shall wear readily visible identification that is satisfactory to CREC. CREC may promulgate and modify from time to time rules and regulations relating to conduct as CREC, in its sole discretion, may determine, and the Proposer shall cause all persons performing work to comply with them.

CONFIDENTIAL INFORMATION

The Proposer shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all information of CREC to which they may have access during the performance of work under this Agreement as confidential.

GENERAL

All RFP submissions, materials, drawings, plans, etc. submitted in conjunction with the Contract selection process shall become the property of CREC and may be disposed of without notification. The consideration of all submissions and subsequent firm selection shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or natural origin. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contracts and subcontracts that the successful firm may receive or award as a result of this contract.

QUESTIONS REGARDING THIS RFP

Questions concerning this RFP and the procedures for responding should be directed to:

Name: Douglas Rogers

Title: Sr. Project Manager

Address: 147 Charter Oak Ave. Hartford, CT 06106

Phone: 860-719-9959

Email: drogers@crec.org

Exhibit A – List of Qualifying Projects;

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Exhibit B - List of Qualifying Projects

Engineering Firm Name

Line No.	Project Title	Project Size	Owner	Owner Point of Contact Name/Phone #	Project Budget	Month/Year Of Occupancy
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						