

“Town of North Greenbush”
GENERAL INFORMATION AND REQUEST FOR QUALIFICATIONS

Town of North Greenbush is issuing this Request for Qualifications (RFQ) for the selection of a project management and energy service company. You are invited to submit a proposal in accordance with this RFQ.

Proposals must be received no later than “May 5, 2023 at 3:00 PM.”

An original and one (4) copies of the proposal are required. To prevent opening by unauthorized individuals, your proposal should be identified on the envelope or other wrapper as follows:

"Town of North Greenbush RFQ

Proposals should be addressed to:

**“Michael Chaires Sr., Comptroller
Town of North Greenbush
2 Douglas Street
Wynantskill, New York 12198**

If you have any questions concerning this Request for Qualifications, please contact the **above representative.**

Enclosures: PROPOSAL INSTRUCTIONS AND CONDITIONS
APPENDICES

Late proposals will be returned unopened.

SPECIFICATIONS

PROPOSAL INSTRUCTIONS AND CONDITIONS

I. INTRODUCTION AND BACKGROUND

This Request for Qualifications (RFQ) is to solicit qualification proposals for energy services at the Town of North Greenbush. The selected company will assist the Town of North Greenbush to become as energy efficient as possible through the installation of energy efficiency measures and shall provide project management services for the construction of other facility improvements at the Town of North Greenbush.. The Town of North Greenbush wishes to implement energy conservation measures on an energy North Greenbush performance contract basis. (See State Energy Law, Article 9, attached as Appendix C). All other construction measures shall be in accordance with the requirements of General Municipal Law and other applicable requirements of Law.

Under this solicitation, only one company will be selected to perform all of the work for the Town of North Greenbush. The Town of North Greenbush will consider energy performance contract proposals based on a guaranteed savings agreement. For this form of agreement, Section 9-103(2) of the Energy Law requires an executory clause under which payments are subject to annual appropriations.

II. GENERAL INFORMATION

Proposals are requested for the provision of services for the reduction of energy consumption and for maintenance and operational services on an energy performance contract basis at facilities owned by the Town of North Greenbush. Specifically, the Energy Service Company (ESCO) selected, as a result of the RFQ will be expected to:

- A. Provide comprehensive energy and project management services for buildings and facilities serving Town of North Greenbush, including but not limited to:
 1. The performance of an investment quality energy analysis.
 2. The design and specification of equipment and systems to be used in providing energy efficiency services and other facility improvements requested by.
 3. Services associated with the procurement and installation of facility improvements approved by Town of North Greenbush under a guaranteed maximum price contract.
 4. Commissioning of the equipment.
 5. Preventive and emergency maintenance and servicing of the equipment installed.
 6. Staff training.
 7. Other services in connection with arrangement of financing (depending upon financing approach) for the entire transaction in such manner that title to the equipment ultimately passes to the Town of North Greenbush.
 8. Energy savings performance guarantees.
 9. Complete all paperwork necessary for obtaining all necessary approvals as required by Law.
 10. Investigate other financial incentives (i.e. grants, rebates, etc.).

- B. Identify the most effective measures that can be taken to reduce consumption and costs for heating, cooling, ventilation, lighting, water heating, and other energy uses in each facility. The proposal should identify technical strategies utilized in past experiences and those strategies most likely to be implemented at properties. Measures may involve controlling, modifying, adding or replacing equipment and systems.
- C. Structure the terms of obligation to pay for the services provided on a guaranteed maximum price basis with savings guarantees. The ESCO will submit sample energy services agreement ("Agreement") and if necessary, ancillary agreements that specifically meet the needs of. ESCOs may substitute an example of an executed energy service agreement that would be the basis for negotiation of an agreement with the Town of North Greenbush. ESCO's attention is directed to Article 9 of the New York State Energy Law governing energy performance contracting in connection with public buildings and facilities. All proposed energy performance contracts and other financing arrangements proposed must be capable of being implemented under the laws and regulations of the State of New York.

The Town of North Greenbush will not provide building specific data (copies of gas, electric, oil or other utility bills, drawings, etc.) at this time. There will not be any site visits scheduled until after the selection process. ESCOs are expected to prepare a proposal that outlines their qualifications and experience only and will not be required to submit technical or financial information specific to properties. The technical and financial abilities of the ESCO should be highlighted in the experiences and reference section of the RFQ. It is understood that the Town of North Greenbush will be able to contact any or all references provided in response to this RFQ.

Upon review of proposals received in response to the RFQ, the Town of North Greenbush will select a single contractor to provide all services for a period of five (5) years.

III. THE SELECTION PROCESS

A. Proposal Submission

The deadline for submitting proposals is "**May 5, 2023, at 3:00 PM**".

B. Proposal Evaluation Criteria

Proposals will be evaluated and scored on the basis of the following criteria:

1. Experience and Qualifications of the ESCO

Consideration will be given to ESCOs demonstrating strong capabilities, experience, and reputation in undertakings similar to those described in this RFQ and providing authoritative documentation of their financial soundness and stability. Similar experience will be understood to include development of performance contracts in public facilities.

2. Project Approach

Proposals will be evaluated on the technical strategies proposed and successfully implemented in other facilities. Strong emphasis will be put on the ability of the ESCO to commission and service any installed equipment. It is understood that the Town of North Greenbush may contact any or all references and schedule site visits to assess the technical merit and construction abilities of the contractor.

3. Financial Terms

A financial representative should be listed with each reference provided. It is understood that the Town of North Greenbush may contact any or all references for discussion of the ESCO's ability to meet the financial expectations of the customer. Consideration will be given to proposals that

responsibly maximize the net economic benefit to the Town of North Greenbush over the term of the proposed energy services agreement and that responsibly minimize the risk to the Town of North Greenbush in connection with the proposed transaction.

4. Ability to Implement Project Promptly

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the procurement of any necessary financing, and the performance of all contract obligations throughout the contract term in a prompt and efficient manner.

IV. RFQ PROCEDURES

A. Submission of Proposals

Respondents should submit an original and one (4) copies of their proposal. Proposals must be received by **May 5, 2023 at 3:00PM**.

B. Proprietary Information

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are “trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” Information that the ESCO wishes to have treated as proprietary and confidential trade information should be identified and labeled “Confidential” or “Proprietary” on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted.

C. Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request of the ESCO, provided such request is received by at the above address prior to the date and time set for receipt of proposals.

D. Right to Reject Proposals

This RFQ does not commit to award a contract, pay any cost incurred in the preparation of a proposal in response to the RFQ or to procure or contract for services. The Town of North Greenbush intends to award a contract on the basis of the best interest and advantage to Town of North Greenbush, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified ESCOs, or to cancel this RFQ in part or in its entirety, if it is in the best interest of the Town of North Greenbush to do so.

V. PROPOSAL FORMAT AND CONTENTS

Proposals must be submitted in the format outlined in this section. Each of the described parts and sections must be completed in full (except those sections described as optional). Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The Town of North Greenbush reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein.

Each of the parts and sections described below should begin on a separate page, and each page should clearly state the name of the ESCO in the upper right corner.

A. Contractor Background and Qualifications

Section A-1 of the proposal must contain information about the ESCO including the make-up of the project team and the proposed assignment of responsibility for the major tasks involved in the total project. The ESCO will have single source responsibility for all portions of the project. Describe the overall make-up of the project team and each member's areas of responsibility with address, telephone numbers, and names of contact persons and of lead personnel. Describe the process to be followed in selecting subcontractors, if any.

In a Section to be labeled **Section A-2**, include the most recent annual reports, financial statements, or other financial information sufficient to permit to evaluate the financial strength of the ESCO. If the ESCO is a joint venture or other entity with no prior financial history, submit information with respect to constituent or parent entities, as appropriate.

In a Section to be labeled **Section A-3**, describe the prior relevant experience of the ESCO. References that were installed or are being serviced by the local/regional office submitting this proposal will receive added consideration. For each organization, include the information listed below. (If more than ten projects are relevant to this RFQ, remaining examples of experience may be briefly summarized):

- (a) Customer's name.
- (b) Total project capital cost.
- (c) Type of contract (e.g., sale, lease, shared savings, guaranteed maximum price, etc.).
- (d) Name and telephone number of reference for the project (financial and technical).
- (e) Brief description of the project's scope of services and status. (Include type of facility at which project was implemented, whether the project was timely completed, and whether significant problems occurred that affected project performance. As appropriate, identify all prime contractors or subcontractors and their role in each project.)
- (f) Level of projected energy cost savings and the level actually achieved.

The right to call the reference and/or visit the project sites provided by the ESCO will be presumed by the Town of North Greenbush.

In a Section to be labeled **Section A-4**, (optional) include any additional information about the project team, its personnel, financial condition, or qualifications regarded as being pertinent.

B. Technical Aspects of the Proposal

In a Section to be labeled **Section B-1**, describe the energy audit(s) that will be conducted for this project after selection of an ESCO on the basis of this RFQ. The proposal must include provisions for the performance and presentation of energy audit results for each building. Each audit must include the following:

- (a) Allocation of total energy use among end uses. Allocation must be reconciled with actual usage, and should be based on bin calculations or other methods acceptable to the Town of North Greenbush.
- (b) A list of recommended energy efficiency measures covering improvements to the physical plant and operating procedures. For each item on the list, the ESCO must be willing to provide estimates of initial costs for installation, ongoing maintenance costs, annual energy savings, and the useful life of the measures.
- (c) A calculation of baseline energy use, showing how baseline is derived and how it will be adjusted for changes in outdoor temperature, occupancy, and if appropriate, equipment usage.

Your proposal must include information on the type of systems to be covered, the personnel to be involved, and the general method to be used. Attach a sample audit performed by your firm for a similar facility.

In a Section to be labeled **Section B-2**, describe in detail the method you will use to compute the energy baseline. Attach a sample computation done by your firm, with full documentation of methods, assumptions and input data.

In a Section to be labeled **Section B-3**, describe the services your company will provide in designing, specifying, and overseeing the installation of energy efficiency and other measures. How will these operations be coordinated with the daily operations of the facility?

In a Section to be labeled **Section B-4**, describe the ongoing project monitoring and maintenance services your company will provide. Specifically, describe how the following services will be delivered and describe the personnel who will be providing these services (i.e. in-house or sub-contract):

- (a) Scheduled preventative maintenance
- (b) Emergency service
- (c) Training of on-site staff
- (d) Monitoring of energy use
- (e) Equipment warranty

Identify who will have supervisory responsibility for your firm's maintenance and monitoring operations in this project. Indicate how this work will be coordinated with the daily operations of the facility.

C. Financial Aspects of the Proposal

The Town of North Greenbush seeks to enter into a project arrangement under which Town of North Greenbush will assume ownership of all equipment and facilities installed or modified under this agreement. Town of North Greenbush also seeks to structure compensation to the contractor such that payments to finance equipment and public works services plus payments for ongoing project management services will be paid in full or in part by the value of measured energy savings resulting from the project.

The ESCO may propose any underlying project financing mechanism so long as it meets the objectives above and complies with New York State laws, rules and regulations.

In a Section to be labeled **Section C-1**, outline the proposed terms of the contract with covering:

- (a) Recommended duration of the contract.
- (b) Methods by which the level of payments to the contractor will be determined including: Level of guarantees, methods by which energy savings will be evaluated.
- (c) The nature and operation of any guarantee provisions, including conditions under which the guarantee can be invoked and the methods for adjusting payments to the contractor.
- (d) Ownership of the equipment (specify if alternative financing and ownership is proposed).
- (e) Conditions for the early termination of the contract by and the contractor.

D. Schedule for Construction and Completion

In a Section to be labeled **Section D**, the ESCO must provide a complete schedule for achievement of all major project milestones including:

- (a) Commencement and completion of energy audits.
- (b) Preparation of list of proposed improvements, baseline calculations, and final contract proposal.
- (c) Obtaining all required permits and government approvals.
- (d) Procurement of all major equipment.
- (e) Commencement and completion of construction.
- (f) Training of personnel.
- (g) Commencement of normal operation.

E. Official Statement of ESCO

In a Section to be labeled **Section E**, the ESCO must provide statements to the following effect signed by an individual authorized to bind the ESCO:

1. The ESCO shall include a statement to the effect that the proposal is a firm offer for a minimum 120-day period. The proposal shall also provide the following information: Name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.
2. The ESCO shall specifically state acceptance of the minimum standard clauses intended to be used by. The standard clauses are included here as Appendix B. If unable or unwilling to indicate such acceptance, the proposal shall identify and explain any exceptions or deviations.

F. Outline of Proposal Contents

The following is an outline of the required proposal contents as detailed above:

Section A – Contractor Background and Qualifications

- Section A-1 Project team information
- Section A-2 Annual reports or financial statements
- Section A-3 Work experience
- Section A-4 Additional information from ESCO (Optional)

Section B – Technical Aspects of the Proposal

- Section B-1 Energy Audit: Methodology (Attach sample)
- Section B-2 Description baseline calculation methodology (Attach sample)
- Section B-3 Description of design and installation services
- Section B-4 Description of maintenance services

Section C – Financial Aspects of the Proposal

- Section C-1 Describe contract terms and calculation methodologies.

Section D – Schedule for Completion of the Project

Section E – Official Statement by the ESCO

APPENDIX A

FACILITIES TO BE EVALUATED (TOWN TO PROVIDE LIST)

APPENDIX B

MINIMUM STANDARD CONTRACT CLAUSES

Titles to typical Standard Clauses in the proposed Agreement to be supplied by Counsel and attached as Appendix B.

- A. Labor Law, Transfer of Title, Affirmative Action, Prevailing Wage Law, Workers Compensation and Executory Clause
- B. Right-of-Way
- C. Indemnification
Hold Harmless
- D. Bonds
- E. Standards of Services
- F. Licenses and Permits
- G. Contract Modifications
- H. Assignment or Sub-letting of Contract
- I. Conflict of Interest
- J. Independent Contractor
- K. Certificate of Insurance
- L. Cancellation of Insurance
- M. Severability

APPENDIX C

NEW YORK STATE ENERGY LAW ARTICLE 9 - ENERGY PERFORMANCE CONTRACTS IN CONNECTION WITH PUBLIC BUILDINGS AND FACILITIES

Sections

- 9-101. Purpose
- 9-102. Definitions
- 9-103. Energy performance contracts

9-101. Purpose

The purpose of this article is to obtain long-term energy and cost savings for agencies and municipalities by facilitating prompt incorporation of energy conservation improvements or energy production equipment, or both, in connection with buildings or facilities owned, operated or under the supervision and control of agencies or municipalities, in cooperation with providers of such services and associated materials from the private sector. Such arrangements will improve and protect the health, safety, security, and welfare of the people of the state by promoting energy conservation and independence, developing alternate sources of energy, and fostering business activity.

9-102. Definitions

For the purposes of this article, the following words and phrases shall have the following meanings unless a different meaning is plainly required by the context.

1. "Agency" means any state department, agency, board, commission, office, or division.
2. "Municipality" means a municipal corporation, as defined in section two of the general municipal law, school district, board of cooperative educational services, fire district, district corporation or special improvement district governed by a separate board of commissioners.
3. "Public authority" means any public authority, public benefit corporation, or the port authority of New York and New Jersey, to the extent its facilities are located within the state of New York.
4. "Energy performance contract" means an agreement for the provision of energy services, including but not limited to electrical , heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues.

9-103. Energy performance contracts

1. Notwithstanding any other provision of law, any agency, municipality, or public authority, in addition to existing powers, is authorized to enter into energy performance contracts of up to thirty-five years duration, provided, that the duration of any such contract shall not exceed the reasonably expected useful life of the energy facilities or equipment subject to such contract.
2. Any energy performance contract entered into by any agency or municipality shall contain the following clause: "This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract."

3. In the case of a school district or a board of cooperative educational services, an energy performance contract shall be an ordinary contingent expense and shall in no event be construed as or deemed a lease or lease-purchase of a building or facility, for purposes of the education law.
4. Agencies, municipalities, and public authorities are encouraged to consult with and seek advice and assistance from the state energy office and the New York State energy research and development authority concerning energy performance contracts.
5. Notwithstanding any other provision of law, in order to convey an interest in real property necessary for the construction of facilities or the operation of equipment provided for in an energy performance contract, any agency, municipality or public authority may enter into a lease of such real property to which it holds title or which is under its administrative jurisdiction as is necessary for such construction or operation, with an energy performance contractor, for the same length of time as the term of such energy performance contract, and on such terms and conditions as may be agreeable to the parties thereto and are not otherwise inconsistent with law, and notwithstanding that such real property may remain useful to such agency, municipality or public authority for the purpose for which such real property was originally acquired or devoted for which such real property is being used.
6. In lieu of any other competitive procurement or acquisition process that may apply pursuant to any other provision of law, an agency, municipality, or public authority may procure an energy performance contractor by issuing and advertising a written request for qualifications in accordance with procurement or internal control policies, procedures, or guidelines that the agency, municipality, or public authority has adopted pursuant to applicable provisions of the state finance law, the executive law, the general municipal law, or the public authorities law, as the case may be.
7. Sections one hundred three and one hundred nine-b of the general municipal law shall not apply to an energy performance contract for which a written request for qualifications is issued pursuant to subdivision six of the section.

Added L.1985, c. 733, section 2; amended L.1989, c.638, subsection 1,2,L.1994, C.368, subsection 1,2.