REQUEST FOR PROPOSAL

Infrastructure Renewal and Sustainability Project
Town of Grand Falls-Windsor

Issue Date: Friday, December 14, 2018
Closing Time: Friday, January 11, 2019 at 2:00 p.m. NST
Receipt Confirmation Form

To: Susanne Hillier
   Purchasing Officer
   Town of Grand Falls-Windsor
   Fax: 709-292-0019
   Email: purchasing@townofgfw.com

Re: Infrastructure Renewal and Sustainability Project

Vendors are requested to acknowledge receipt of this RFP and their intent to respond by sending this form by fax (709-292-0019) or email to the attention of purchasing@townofgfw.com.

I hereby acknowledge receipt of the above noted RFP.

Please Circle Your Answer

I/We DO DO NOT Intend to Submit a Proposal to this RFP

(Company Name) (Representative’s Signature)

(Address) (Name - Please Print)

(City) (Title)

(Phone) & (Fax) (Date)

(Email)
ARTICLE 1     INTRODUCTION

1.1     Background

The Town of Grand Falls-Windsor (the Town) is located in Central Newfoundland covering an area of approximately 76 km² with a population of 14,171. We have 5,851 combined residential and commercial properties with an annual budget of approximately $18.9 million.

1.2     Objectives

The Town of Grand Falls-Windsor seeks to satisfy the following objectives in an agreement resulting from this RFP:

• seek the highest quality infrastructure renewal and sustainability solution (also known as an Energy Savings Performance or ESPC);
• at the Town’s discretion, implementation of the chosen solution components.

ARTICLE 2     PROPOSAL SUBMISSION

2.1     Proposal Submission

2.1.1     General

To be eligible for consideration in this RFP process Proposals may be mailed, faxed, emailed (PDF format), or hand delivered in a sealed envelope marked “Infrastructure Renewal and Sustainability Project” to the Purchasing Officer up to closing of tender at 2:00 p.m., Friday, January 11, 2019. Persons faxing or emailing proposals are advised to contact the Purchasing Officer at 709-489-0422 to confirm receipt of said transmission. All proposals faxed or emailed are to clearly identify RFP Name and be addressed to the following:

Susanne Hillier
Purchasing Officer
Town of Grand Falls-Windsor
5 High Street, P.O. Box 439
Grand Falls-Windsor, NL
A2A 2J8
Ph: (709) 489-0422
Fax: (709) 292-0019
Email: purchasing@townofgfw.com
2.1.2 Proposals Received After the Closing Time

Proposals received after the closing time shall not be considered and shall be returned to the Vendor unopened. Each Vendor is responsible for the actual delivery of its Proposal to the address and location listed above regardless of whether the Proposal has been given to couriers, delivery services, or Canada Post for delivery to that location.

2.1.3 Receipt

Vendors should have the Proposal stamped at the location referred to in Section 2.1.1 General before the closing time and confirm receipt of faxed or emailed Proposal submission with the Town of Grand Falls-Windsor’s Purchasing Officer.

Vendors shall allow sufficient time to ensure that the Proposal is received by the closing time.

2.2 Format

2.2.1 General

The Proposal should be comprised of and formatted as follows:

- One (1) original, clearly identified as “original”;
- Three (3) paper copies of the Proposal;
- One (1) electronic copy (PDF);
- Adhere to the Proposal format requirements set out in this RFP.

2.2.2 Forms

Proposals should be submitted according to the instructions in this RFP and completed as appropriate. Proposals should be completed without delineations, alterations, or erasures. Should there be any discrepancy between the original and any of the copies, the original shall prevail.

2.3 Receipt Confirmation Form

Vendors should complete and return by facsimile or email the form entitled Receipt Confirmation Form located on Page 1. Specific instructions are provided on the Receipt Confirmation Form. Vendors confirming receipt of this RFP document by submitting the Receipt Confirmation Form will be notified of any updates and amendments to the RFP by way of email.

2.4 Withdrawal of Proposal

A Vendor may withdraw this Proposal only by giving written notice received by the Bid Administrator before the closing time of his RFP. Following the closing time, no Proposals may be withdrawn.
2.5 Amendment of Proposal

A Vendor may amend its Proposal after submission but only if the Proposal is amended and resubmitted before the closing time by notice to the Bid Administrator in writing and replaced with a revised Proposal, in accordance with the provisions of this RFP, before the closing time.

2.6 Proposal Irrevocability

Subject to the Vendor’s right to withdraw a Proposal in accordance with Section 2.4 Withdrawal of Proposal, Proposals shall be irrevocable by the Vendor for one hundred and eighty (180) days from the closing time.

2.7 Opening Proposals

The Town reserves the right to open Proposals privately or as it deems appropriate. Notwithstanding the foregoing, Proposals shall not be opened until after the closing time.

2.8 Requirements

For the purposes of the requirements stated in this RFP:

a) “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this RFP; and
b) “should”, “could”, and “may” indicate that the requirement is discretionary.

Vendors should note that there are requirements of the Vendors that are outside the project and informational requirements set out in Article 4 RESPONSE REQUIREMENTS and the General Requirements Section.

ARTICLE 3 RFP PROCEDURES

3.1 Information

3.1.1 Vendor to Review

The Vendor must carefully review this RFP and ensure that the Vendor has no reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Each Vendor is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

3.1.2 Vendor to Notify

If the Vendor has any reason to believe that any of the conditions listed in Section 3.1.1 Vendor to Review exist, the Vendor must notify the Bid Administrator in writing prior to submitting the Vendor’s Proposal. The Bid Administrator shall notify all Vendors that have submitted a Proposal that such a notice has been received.

Vendors shall not:

a) claim after submission of a Proposal that there was any misunderstanding or that any of the conditions set out in Section 3.1.1 Vendor to Review were present with respect to this RFP; or
b) hold the Town liable for any uncertainty, inconsistency, error, omission, or ambiguity in any part of this RFP.
3.2 Clarification and Questions

3.2.1 Submission

a) Vendors may request clarification of this RFP no later than Friday, December 21, 2018 at 2:00 p.m. NST.

b) Include the Vendor’s address, telephone number, facsimile number, and email address.

c) If the question pertains to a specific section of this RFP, reference should be made to the specific section number and page.

d) Submit all requests for clarification by email, courier, delivery, fax, or mail to the Bid Administrator or as otherwise directed by the Bid Administrator to:

   **Bid Administrator**

   Susanne Hillier  
   Purchasing Officer  
   Town of Grand Falls-Windsor  
   5 High Street, P.O. Box 439  
   Grand Falls-Windsor, NL  
   A2A 2J8  
   E-mail: purchasing@townofgfw.com

3.2.2 Questions and Answers

The Town will provide Vendors with written responses to questions that are submitted in accordance with Section 3.2.1 Submission, subject to the provisions of this section. All Addenda shall form part of this RFP. Questions and answers will be distributed in numbered Addenda to Vendors that have submitted a Receipt Confirmation Form. In answering the Vendor’s questions, the Town shall include in the Addenda all questions but not attribute the questions to any Vendor. Notwithstanding the foregoing, the Town may in its sole discretion answer similar questions from various Vendors only once, edit the questions for clarity, and exclude questions that are either inappropriate or not comprehensible.

3.2.3 Issued Addenda

Each Vendor shall be responsible for verifying before submitting its Proposal that it has received all Addenda that have been issued. All Addenda will be emailed or faxed to all Vendors that have submitted a Receipt Confirmation Form.

Any amendments or supplements to this RFP made in any other manner will not be binding on the Town.

3.3 Additional Rights

The Town shall have the right without liability, cost, or penalty and in its sole discretion to exercise any of the rights set out in Section 3.3.1 Amendments to the RFP to Section 3.3.7 Right to Ask for Resubmission.
3.3.1 Amendments to the RFP

Subject to Section 3.2.3 Issued Addenda, the Town shall have the right to amend or supplement this RFP in writing prior to the closing time. No other statement, whether written or oral, will amend this RFP. The Vendor is responsible to ensure it has received all Addenda, if any. The Addenda shall be binding on each Vendor.

3.3.2 Right to Cancel the RFP

The Town shall have the right to cancel this RFP, at any time, either prior to or after the closing time without award. Thereafter, The Town may issue a new tender, RFP, RFQ, sole source, or do nothing. The Town shall not be obligated to provide reasons for the cancellation.

3.3.3 Clarification of Vendor’s Proposal

The Town shall have the right, at any time after Proposal submission, to seek clarification from any Vendor in respect of the Vendor’s Proposal without contacting other Vendors. The Town is not obliged to seek clarification of any aspect of a Proposal.

Any clarifications sought shall not be an opportunity to either correct errors or to change the Vendor’s Proposal in any substantive manner. In the clarification process, no change in the substance of the Proposal shall be offered or permitted. Subject to the qualification in this section, any written information received by the Town from a Vendor in response to a request for clarification from the Town shall be considered part of the Vendor’s Proposal.

3.3.4 Verification of Information

The Town shall have the right to:

a) verify any Vendor statement or claim by whatever means the Town deems appropriate, including contacting persons in addition to those offered as references, and to reject any Vendor statement or claim, if the statement or claim or its Proposal is patently unwarranted or is questionable; or

b) access the Vendor’s premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability.

The Vendor shall co-operate in the verification of information and is deemed to consent to the Town verifying such information.

3.3.5 Proposal Acceptance

Any proposal will not necessarily be accepted. The Town shall not be obliged to provide reasons for the rejection of any Proposal.

3.3.6 Right to Waive Irregularities

The Town shall have the right to waive any irregularities in Proposals or in the submission of Proposals provided that such irregularities are minor and do not constitute a material deviation as set out in ARTICLE 4 RESPONSE REQUIREMENTS below.
3.3.7 Right to Ask for Resubmission

The Town determines that either:

a) all of the proposals submitted are non-compliant; or
b) none of the Proposals meet the needs of the Town.

The Town may carry out a process whereby all Vendors are allowed the opportunity to correct their Proposal.

3.4 Vendor Presentations

3.4.1 General

If required during the RFP process, Vendor Presentations will be held after the closing time. If applicable, the proposed date(s) will be identified in ARTICLE 5 SELECTION MILESTONES. The event is intended to provide the Town with an opportunity to gain additional information on the proposed services. The Vendor Presentations may be limited to the shortlisted vendors responding to this RFP.

ARTICLE 4 RESPONSE REQUIREMENTS

4.1 Mandatory Requirements

The Mandatory Requirements listed below will be evaluated on a simple pass or fail (i.e., compliant or non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-compliant and will be given no further consideration.

Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST include the necessary documentation in the General Requirements, as appropriate, to support compliance. Please refer to Mandatory Requirements sections in Table 2.

4.2 Agents/Subcontractors

The Vendor shall indicate whether it intends to use agents or subcontractors to perform the services outlined in the agreement and shall provide details on who they are and the service(s) the agents/subcontractors shall perform. All agents/subcontractors for the primary Vendor shall identify that their COR is “In the Process”, “Audit Pending”, or “Certificate of Recognition”.

The successful Vendor shall remain responsible for the performance of the agreement notwithstanding its use of agents or subcontractors as approved by the Town.

If the Vendor is not using agents or subcontractors on this RFP, the Vendor should respond by stating not applicable.
4.3 Required General Information

The Vendor should respond to each request on a point-by-point basis. The overall weighting is shown in Table 1 below.

Table 1: RFP Scoring

<table>
<thead>
<tr>
<th>Question Categories</th>
<th>Weight %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirements</td>
<td>Comply or Non-comply</td>
</tr>
<tr>
<td>General Requirements</td>
<td></td>
</tr>
<tr>
<td>1. History, Corporate Organization, and Track Record</td>
<td>30%</td>
</tr>
<tr>
<td>2. Technical Qualifications and Approach</td>
<td>30%</td>
</tr>
<tr>
<td>3. Financial</td>
<td>15%</td>
</tr>
<tr>
<td>4. Contractual</td>
<td>5%</td>
</tr>
<tr>
<td>5. Experience with Grants and Incentives</td>
<td>10%</td>
</tr>
<tr>
<td>6. Discretionary</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

Table 2: RFP Response Categories

<table>
<thead>
<tr>
<th>Question Categories</th>
<th>Score (%)</th>
<th>Score (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirements</td>
<td>Yes or No</td>
<td></td>
</tr>
<tr>
<td>Mandatory Requirement #1: Proponent MUST provide 5 project references for guaranteed Energy Savings Performance Contract projects undertaken or completed in the last 5 years, each having a capital retrofit value of $1,000,000 or greater, 3 of which MUST be multi-site Energy Savings Performance Contract projects similar to the Town of Grand Falls-Windsor facilities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mandatory Requirement #2: Proponent MUST be able to provide an integrated financing program option to finance the Energy Savings Performance Contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mandatory Requirement #3: Proponent MUST be an Energy Services Company (ESCo) and has been on the NRCAN Office of Energy Efficiency ESCo Qualified Bidders List from the link below: <a href="https://www.nrcan.gc.ca/energy/efficiency/buildings/20747">https://www.nrcan.gc.ca/energy/efficiency/buildings/20747</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. History, Corporate Organization, and Track Record</td>
<td>Score (%)</td>
<td></td>
</tr>
<tr>
<td>1.1 Provide a history of your company in Canada and in Newfoundland - type of firm (corporation, partnership, sole proprietorship, or joint venture).</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>1.2 Number of years your energy services firm has been in business under its current name in Canada.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>1.3 Identify how your energy services group fits within the firm’s overall corporate structure.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1.4 State the location and address of the branch office that will be participating in the project and provide an overview of what the local branch project responsibilities will include.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>1.5 Provide references (in addition to those listed in the mandatory requirements) to portray additional capabilities. These can be either Canadian (preferably in Newfoundland and Labrador) or global municipal and non-municipal references where an Energy Savings Performance Contract guarantee was provided. Project range may be from $500,000 or greater. Include contact names and phone numbers.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>1.6 Provide information on any projects you have undertaken which resulted in litigation or arbitration and advise on how these problems were resolved.</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1.7 Provide a project team organization chart with a description of responsibilities and resumes.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>1.8 Provide your view of carrying out projects in Newfoundland and Labrador based on any experience in retrofit projects in Newfoundland.</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>
## 2. Technical Qualifications and Approach

| 2.1 Provide an explanation of your firm’s understanding of the Town’s facility requirements. Provide details of your experience in delivering Energy Savings Performance Contracts to organizations like the Town. | Score (%) 30 |
| 2.2 Provide a high-level work process flow of how your firm would carry out the analysis, engineering, implementation, and guarantee. | 10 |
| 2.3 Engineering analysis. Provide an overview of capabilities to carry out detailed engineering analysis and design. Provide your service knowledge background and how it would be deployed. Describe the methodology for determining and establishing utility and operational cost baselines during the analysis. Discuss your policy and process for involving your client in the selection of energy management technologies and measures. | 10 |
| 2.4 Communications and awareness. Provide sample communication and awareness material that could be used by the Town to promote and showcase efficiency, both internally and within the community. | 15 |
| 2.5 Project management. Provide a description of your project management and implementation approach including materials procurement and management of subcontractors. | 5 |
| 2.6 Training. How do you provide training and technical support to client staff? | 5 |
| 2.7 Clearly understood savings measurement and verification. Provide detailed options for verification of guaranteed savings including tracking, measuring, and reporting of actual savings. Provide any ongoing monitoring and fine tuning of operations that could be provided through this service | 15 |
| 2.8 Sample engineering report. Provide a copy of a completed report for one of the projects referenced in your response to Mandatory Requirement #1. | 10 |
| **Total** | 100 |

## 3. Financial

| 3.1 Describe your recommended approach to developing the project cost. Identify risks and upside for the client. Describe how you plan to guarantee the capped project cost. | Score (%) 25 |
| 3.2 Describe the insurance mechanism in the event that the performance guarantee is not met in year one up to 15 years. | 20 |
| 3.3 Describe the cost of the guarantee premium for up to a 15-year financed project. | 20 |
| 3.4 Provide further details on the capabilities and flexibility of your financing programs in addition to what was stated in response to Mandatory Requirement #2. | 35 |
| **Total** | 100 |

## 4. Contractual

| 4.1 Provide details that your firm would use for the Energy Savings Performance Contract describing; duties of ESCo, client, annual savings and reconciliation process, energy and operational savings shortfalls, excess savings treatment, base year adjustments, contract term, environmental matters, contract commencement, contract close out, dispute resolution process, warranties, measurement and verification, and energy savings guarantee. Please indicate how your contract addresses each of these critical elements. | Score (%) 65 |
| 4.2 Provide a draft letter of intent and indicate the full obligations of both parties. | 35 |
| **Total** | 100 |

## 5. Experience with Grants and Incentives

| 5.1 Describe your understanding of funding, grants, and incentives available to the Town of Grand Falls-Windsor. | Score (%) 30 |
| 5.2 Describe your ability to assess, pursue, and help secure any potential funding to benefit Grand Falls-Windsor. | 30 |
| 5.3 Provide Newfoundland and Labrador municipal examples of any grant funding that your firm has secured. | 40 |
| **Total** | 100 |

## 6. Discretionary (Bonus Points)

| 6.1 Discretionary scoring for value-added items not included in the criteria above. Provide areas of value-added services and capabilities not included in the above description. | Score (%) 100 |
| **Total** | 100 |
ARTICLE 5   SELECTION MILESTONES

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued to Vendors</td>
<td>December 14, 2018</td>
</tr>
<tr>
<td>Submission of Proposals/Closing Time</td>
<td>January 11, 2019,</td>
</tr>
<tr>
<td></td>
<td>2:00 p.m. NST</td>
</tr>
<tr>
<td>Shortlisted Vendor Presentations (if required)</td>
<td>January 25, 2019</td>
</tr>
<tr>
<td>Election to Proceed and Selection of Vendor(s)</td>
<td>February 1, 2019</td>
</tr>
<tr>
<td>Anticipated Agreement Start Date</td>
<td>February 15, 2019</td>
</tr>
</tbody>
</table>

The above dates are subject to change at the sole discretion of the Town. All times are shown as Newfoundland Standard Time. In the event a change is made to these dates, the Vendors that have completed the Receipt of Confirmation Form will be informed by Addenda.

ARTICLE 6   DISQUALIFICATION OF PROPOSALS

The Town, without liability, cost or penalty, and in its sole discretion, may disqualify any Proposal at any state of the RFP process if:

a) the Proposal contains incorrect information;
b) the Vendor misrepresents any information provided in its Proposal;
c) there is any evidence that the Vendor, its employees, or agents colluded with one or more other Vendors or any of its or their respective employees or agents in the preparation of the Proposal;
d) the Vendor’s lack of co-operation impedes the RFP process or the evaluation of any Proposal or Proposals submitted pursuant to this RFP;
e) the Vendor has previously breached a contract with the Town;
f) the Vendor submits a Proposal that is determined to be non-compliant with the requirements of this RFP;
g) in the case of a Proposal jointly submitted by multiple parties, in the event that one party decides to opt out of the RFP process, cannot continue to be a Vendor, or cannot fulfill the obligations set out in this RFP;
h) the Vendor reveals a conflict of interest in its Proposal or a conflict of interest is brought to the attention of the Bid Administrator;
i) the Vendor submits a Proposal with respect to the subject matter of this RFP to anyone outside of the Bid Administrator;
j) the Vendor contacts any member of the evaluation team, other than the Bid Administrator either directly or indirectly, in order to obtain information in regards to this RFP; or
k) the Vendor extends either verbally or in writing to any member of the evaluation team or staff of the Town of Grand Falls-Windsor directly or indirectly any type of inappropriate influence, action, or activity that, in the view of the Town, is intended to alter the outcome of the RFP.
ARTICLE 7 EVALUATION PROCESS

7.1 General

The objective of the evaluation process is to identify the Proposal(s) that most effectively meets the requirements of this RFP leading to the determination of the Proposal that provides the best overall value to the Town of Grand Falls-Windsor.

The steps in the RFP evaluation process are as follows:

1) Review of mandatory requirements;
2) Evaluation of required general information; and
3) Further evaluations of short-listed Vendors, e.g., presentations, site visits as set out in the RFP, and as deemed required by the Town.

At any time during the RFP evaluation process the Town may exercise any of the applicable rights set out in this RFP.

7.2 Step 1 – Review of Mandatory Requirements

Provided that the Proposal has not been disqualified for the reasons set out in Article 6 DISQUALIFICATION OF PROPOSALS, the Vendor’s Proposal shall be reviewed for compliance in accordance with the terms of Article 4 RESPONSE REQUIREMENTS and this RFP. Proposals that fail to comply with the terms of Article 4 RESPONSE REQUIREMENTS and this RFP shall be eliminated from this process.

7.3 Step 2 – Review of General Requirements

7.3.1 Process

The General Requirements will be reviewed, the Proposals will be evaluated, and a ranking will be assigned based on the criteria set out below. The evaluation and assessment of Proposals at this stage will be based on the factors set out in Article 4 RESPONSE REQUIREMENTS. No significance should be interpreted from the order of the General Requirements.

7.4 Step 3 – Vendor Presentations

Those Vendors that are short-listed may be requested to make a formal presentation regarding their Proposal. The Town may, but is not obligated to, prior to the presentation provide the Vendors with questions to be addressed during further evaluation. The Town will not, however, provide critiques of any submission or discuss the merits of one submission in comparison to others.

The final selection or selections, if any, of the successful Vendor(s) will be based on the presentation or visit and the evaluation of the Proposal.
ARTICLE 8  PREFERRED

8.1  Form of Agreement

Subject to Section 8.3 Negotiations with Vendors, the Town will engage the selected Vendor with a co-signed Letter of Intent, as per Section 8.5 Letter of Intent to carry out the Infrastructure Renewal and Sustainability Report (IRSR) to develop the scope, business case, and benefits for the Town. Upon completion of the report, the Town will determine whether they want to proceed to the implementation phase and guarantee phase. Should the Town elect to proceed they will negotiate and sign a performance contract.

8.2  Notice

The Town shall notify the successful Vendor that it has been selected to enter into discussions to finalize the agreement(s).

8.3  Negotiations with Vendors

After the selection of the successful Vendor(s), if any, the Town may finalize the terms and conditions of the agreement with the Vendor(s) and,

a)  prior to making the award, the Town shall have the option of entering into a Letter of Intent, on terms satisfactory to the Town, as an interim measure;
b)  may, in its sole discretion, negotiate changes, amendments, or modifications to the Vendor’s Proposal or to the preferred terms;
c)  based on the different Town requirements and the various Vendor Proposals received, negotiations with multiple Vendors may be undertaken in accordance with this Section 8.3 Negotiations with Vendors;
d)  the entering into negotiations with a Vendor does not give rise to any obligation on the part of the Town to enter into negotiations with any other Vendor or Vendors;
e)  the commencement or continuation of negotiations does not create any contractual obligation between the Town and any Vendor who may attend or participate in such negotiations.

8.4  Award

The Town reserves the right to award all or any part of the work set out in this RFP or to accept all or part of a Proposal that provides the best overall value to the Town in accordance with the terms, conditions, and Mandatory and General Requirements in this RFP.

The Town reserves the right to reject any or all Proposals. The Town shall not be obligated to provide reasons for the rejection of any Proposal. In addition, the Town is not obligated to award an agreement to any Vendor even if one or any of the Vendors are evaluated as qualified. Without limiting the generality of the above, the Town will not be obligated to award an agreement if:

a)  in the sole discretion of the Town they determine that it would be in the Town’s best interest not to award an agreement;
b)  only one Vendor bids;
c)  the Proposal has been disqualified pursuant to ARTICLE 6 DISQUALIFICATION OF PROPOSALS of this RFP;
d)  the successful Vendor fails to enter into an agreement in accordance with ARTICLE 8 PREFERRED TERMS AND AWARD; or
e) the Vendor fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this RFP.

8.5 Letter of Intent

After the evaluation of the responses and a partner is selected, the Town and the Vendor will discuss the terms for a Letter of Intent (LOI) which, if agreed, will authorize the ESCo to proceed to the next step in the process – the development of a detailed Concept Report.

The LOI will state that the Town of Grand Falls-Windsor intends to enter into a contract (as negotiated) with the ESCo if the financial payback (expressed in simple payback years) in the Concept Report is greater than or equal to the financial payback stated in the Letter of Intent. The financial payback will be determined by the Town of Grand Falls-Windsor. The simple payback will be calculated by total project divided by total savings (cost will include any grants available). It is likely that the Town of Grand Falls-Windsor will be considering a simple payback up to 12 years.

Three Potential Outcomes of the LOI

1. Should the ESCo meet the simple payback criteria of the LOI, then the Town of Grand Falls-Windsor and the ESCo shall enter into the contract to proceed with the project.

2. Should the ESCo fail to meet the simple payback criteria of the LOI, then the Town of Grand Falls-Windsor has no obligation to proceed any further or pay for the development of the Concept Report.

3. Should the ESCo meet the simple payback criteria of the LOI and the Town of Grand Falls-Windsor chooses to cancel the project, then the Town of Grand Falls-Windsor is responsible to pay for the Concept Report as outlined in the LOI. The Town of Grand Falls-Windsor will own the Concept Report.

The successful Vendor is to submit a detailed Infrastructure Renewal and Sustainability Report (also known as Concept Report).

Upon receiving the LOI the ESCo will prepare a detailed Concept Report for the facilities listing all opportunities to reduce utility and operational costs, as well as make infrastructure improvements to the Town. The Concept Report will outline a description of existing equipment and systems, condition and operating methods, and will identify the anticipated strategies and detailed project scope of all Infrastructure Improvement Measures (IIMs).

The Concept Report will outline anticipated savings calculations and project costs. The detailed Concept Report shall also include utility analysis that separates energy use into weather sensitive and non-weather sensitive components using regression analysis. Graphs of all utility accounts against Degree-Days for each billing period will be included in the report.

This payback period shall form the basis of the contract in that the ESCo will guarantee that all costs of the program will be supported by savings and pay back the project within the stipulated guarantee period. The detailed Concept Report must be co-developed and signed by the Town of Grand Falls-Windsor signifying acceptance of the proposed scope of work and acknowledgement of savings prior to implementation. Throughout the development of the Concept Report, the ESCo still remains the “engineers of record” of the document and shall be bound to this document under law.
The Concept Report will also include a Facility Condition Audit identifying the total deferred maintenance. The field audit data will be submitted as part of the Capital Planning and Asset Management Software System forming part of the energy performance contract deliverables.

The cost estimates will be co-developed by the Town of Grand Falls-Windsor and the Vendor to the Town’s satisfaction. Once final estimating is complete, these project costs will be considered final, capped, and guaranteed by the Vendor. The engineering rates will be reflective of the rates as recommended by the governing Professional Engineering Association in Newfoundland and Labrador.

8.6 Agreement not Reached

In the event that the successful Vendor fails or refuses to enter into or execute the agreement within fourteen (14) calendar days of notification to theVendor, the Town reserves the right to:

a) extend the period for signing the agreement;

b) exclude the Vendor’s Proposal from further consideration and to negotiate a final agreement with another Vendor without becoming obligated to offer to negotiate with all Vendors; and

c) exercise any other applicable right set out in this RFP including, but not limited to, cancelling this RFP or issuing a new RFP for the same or similar work or equipment.

ARTICLE 9 ADDITIONAL TERMS AND CONDITIONS

9.1 Acceptance of RFP

By submitting a Proposal in response to this RFP, the Vendor agrees to accept and to be bound by all of the terms and conditions contained in this RFP and by all of the representations, terms, and conditions contained in its Proposal.

9.2 No Publicity or Promotion

Vendors shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any agreement awarded under this RFP without the prior written approval from the Town. The Vendor agrees to be bound by this provision regardless if its Proposal is accepted or rejected.

9.3 Confidentiality

9.3.1 Confidentiality Information

All correspondence, documentation, and information of any kind provided to any Vendor in connection with or arising out of this RFP or the acceptance of any Proposal:

a) remains the property of the Town and shall be removed from the Town’s premises only with the prior written consent of the Town;

b) must be treated as confidential and shall not be disclosed except with the prior written consent of the Town;

c) must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and

d) must be returned upon request.
9.3.2 Vendor’s Submission

All correspondence, documents, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Vendor’s submission to this RFP.

If a portion of a Vendor’s Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

9.3.3 Personal Information

9.3.3.1 Submission of Information

The Vendor should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide services unless specifically requested. Unless specifically requested any such information, whether in the form of resumes or other documentation, will be returned to the Vendor and will not be used in the evaluation process or otherwise. Should the Town subsequently request such information from the successful Vendor during the negotiations of any agreement that may be awarded from this RFP, the Town will treat this information in accordance with the provisions of this Section 9.3.3 Personal Information.

9.3.3.2 Use

Any personal information as defined in the Personal Information Protections and Electronic Documents Act, S.C. 2005, c.5 that is requested from each Vendor by the Town shall only be used to select the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications.

9.3.3.3 Consent

It is the responsibility of each Vendor to obtain the consent of such individuals prior to providing the information to the Town. The Town will consider that the appropriate consents have been obtained for the disclosure to and use by the Town of the requested information for the purposes described.

9.3.4 Non-Disclosure Agreement

The Town reserves the right to require any Vendor to enter into a non-disclosure agreement satisfactory to the Town.

9.4 Costs

This RFP does not obligate the Town to pay for any costs, of any kind whatsoever, that may be incurred by a Vendor or any third parties in connection with the Proposal. All Proposals and supporting documentation shall become the property of the Town subject to claims of confidentiality in respect of the Proposal and supporting documentation.

9.5 Permits, Licenses, and Approvals

9.5.1 General

Vendors shall obtain all permits, licenses, and approvals required in connection with the supply of the services pursuant to this RFP. The costs of obtaining permits, licenses, and approvals shall be the responsibility of and shall be paid for by the Vendor.
9.6 **Intellectual Property**

The Vendor should not use any intellectual property of the Town including, but not limited to, all logos, registered trademarks, or trade names of the Town at any time without the prior written approval of the Town as appropriate.

All deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to this RFP are to remain the exclusive property of the Town.

Requests to present data, publish, or present papers derived from work pursuant to this RFP in any type of publications, journals, or professional conferences must be made to the Town and prior approval must be obtained in writing from the Town.

9.7 **Vendor’s Proposals**

All accepted Proposals shall become the property of the Town and will not be returned.

9.8 **Conflict of Interest**

The Vendor should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposal or in performing or observing the contractual obligations set out in the agreement, except to the extent any such conflict of interest or unfair advantage are set out in the Proposal. The Vendor is instructed to see ARTICLE 6 DISQUALIFICATION OF PROPOSALS in that regard.

9.9 **Assignment**

The Vendor shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Town. Any act in derogation of the foregoing shall be null and void.

9.10 **Governing Law**

The RFP, the Vendor’s Proposal, and the resulting agreement shall be governed by the laws of Newfoundland and Canada.

9.11 **No Liability**

The Town shall not be liable to any Vendor, person, or entity for any losses, expenses, costs, claims, or damages of any kind

a) arising out of or by reasons of or attributable to the Vendor responding to this RFP; or

b) as a result of the use of any information, error, or omission contained in this RFP document provided during the RFP process or during the term of the agreement; or

C) which may occur between quantities of work actually done or supplied and the estimated quantities set out in this RFP.

9.12 **Entire RFP**

This RFP, any Addenda to it, and the Schedule listed below constitute the entire RFP.
9.13 Priority of Documents

If there are any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedule, the RFP shall prevail over the Schedule during the RFP process.

Schedule A General Description of Potential Scope of Work

1. Identify energy saving and infrastructure improvement opportunities in the Town facilities and throughout the Town.
2. Design and implement proven energy-efficient systems using extensive facility energy retrofit experience and professional project management skills.
3. Design and implement a successful energy management program.
4. Train and increase awareness of staff and residents on matters related to energy conservation. Provide technical training to in-house staff.
5. Conduct a comprehensive Condition Facility Audit and cross-validate energy conservation measures with facility condition to assess the best strategies to address deferred maintenance.
6. The Vendor will continuously monitor all available municipal, provincial, and national incentive programs and will, acting as our agent, make all necessary applications for available incentive programs.
7. Be able to provide options and financial consulting to the Town of Grand Falls-Windsor for Vendor financing of the energy performance contract and/or support the customer in accessing funds from a third party lender at the Town of Grand Falls-Windsor’s discretion.
8. Coordinate the work with others, including occupiers, HVAC, and electrical contractors, etc.
9. Work with the Town of Grand Falls-Windsor’s administration concerning design criteria and benchmarks for new facility construction and future renovations creating a platform of sustainable energy efficient facilities.

The selected Vendor will not necessarily be ensured to carry out the implementation of the work. The Town of Grand Falls-Windsor retains the option of proceeding if suitable terms and conditions are met.

If the results of the Concept Report do not meet the Town of Grand Falls-Windsor’s based-line retirements and expectations, as envisioned by the terms of reference in the Letter of Intent (LOI), the Town of Grand Falls-Windsor retains the right not to proceed.

The selected ESCo must be willing to set up a site visit with another client in Canada to review the energy performance contract for all elements of technical, financial, and contractual success.

The Town of Grand Falls-Windsor reserves the right to enter into negotiations at any time with the selected proponent for the purposes of executing this initiative.

Energy Conservation Measures

It is expected that, as a minimum, the following energy conservation techniques will be investigated by the ESCo on an individual basis or in combination with other techniques and implemented as Energy Conservation Measures (ECMs) if deemed consumption effective by the Town of Grand Falls-Windsor and the ESCo:

- Integrated Energy Management Control Systems;
- Lighting Retrofits, Redesign, and Controls;
- Steam, Hot Water, and Chilled Water System Optimization;
- Cooling Plant and Boiler Plant Optimization;
• Economizer and Free Cooling Optimization;
• Water and Wastewater Treatment Facilities;
• Renewable Technology (e.g. Wind Turbine, Solar PV, etc.);
• Air Distribution Optimization;
• Variable Speed Drives and/or Two-Speed Drives;
• Heat Recovery;
• Water Conservation Strategies; and
• Other Measures.

Any other measures proposed by the Vendor will also be considered. All measures considered must utilize proven readily and locally available technologies and result in verifiable energy savings. Equipment must be able to be serviced locally.

Post Contract Support of Measures

The ESCo shall have the ability to provide all levels of support services for the ECMs. The Town of Grand Falls-Windsor may or may not, at its option, include these services in the program for specific ECMs. The ESCo must be able to demonstrate in-house service knowledge and capability.