



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

REQUEST FOR QUALIFICATIONS & PROPOSAL (RFQ/RFP) FOR PROFESSIONAL SERVICES

PROJECT NUMBER: RFP # 2021-042VF
PROJECT NAME: Erie County Low-Income Program for Sustainable Energy (ECLIPSE) Professional Services
PROJECT LOCATION: Erie County Rath Building
95 Franklin St.
Buffalo, NY 14222
DUE DATE: December 31, 2021 5pm (EST)

Project Summary:

The Erie County DEP (herein also referred to as “The County”) is seeking Qualification Statements for a Consultant to provide professional services to prepare a legal, technical and financial feasibility analysis of the various pathways for the County to administer and establish Community Choice Aggregation and Community Solar programs that prioritize and empower Erie County’s Low-Moderate Income Households. Low-Moderate Income Households are defined in this project as households that are broadly income eligible according to NYS Home Energy Assistance Program (HEAP) income guidelines Tier II (80% of Area Median Income) by household size. This analysis will be used to guide the ECLIPSE Steering Committee in making its recommendation(s) on ultimate program formation and launch of ECLIPSE Program.

The Consultant selected as part of this RFP for Phase I shall provide:

The Contractor shall submit an ECLIPSE Program Feasibility Report that shall include but not be limited to the following components:

- 1) Investigation into program paths of affordable, clean, renewable energy such as; Community Choice Aggregation (CCA) and Community Solar in Erie County for Municipalities and Low-Moderate Income households.
- 2) Market projections for CCA and Community Solar.
- 3) Analysis of Community Solar development requirements.
- 4) Analysis of legal, regulatory and other barriers and support mechanisms available at the County level for implementing a county-wide CCA and/or Opt-out Community Solar program.
- 5) Analysis of Impact from a high-level on greenhouse Gas Emissions, Poverty Alleviation and Health.

- 6) Program Benchmarking of programs that would support CCA, Community Solar, Energy Efficiency, Weatherization and Resiliency.
- 7) Analysis of various products and services that can be provided for energy efficiency and renewable energy with the primary focus on Community Solar and services for LMI communities and households.

*Phase II and Phase III will be negotiated at a later time against a rate sheet that the Contractor will provide.

Background:

Erie County Low-Income Program for Sustainable Energy (ECLIPSE)

Erie County's low and moderate income (LMI) households spend a disproportionate amount of their income on energy costs, and are often unable to take advantage of cost savings available through renewable energy alternatives. The Erie County Low Income Program for Sustainable Energy (ECLIPSE) will address these impacts, and in so doing reduce the County's greenhouse gas (GHG) emissions. Funded by the New York State Energy Research and Development Authority (NYSERDA) and a 100% in-kind County match, this project will first analyze community needs and intervention strategies, and then implement the most effective solutions. ECLIPSE will reduce the energy burden of the County's Home Energy Assistance Program (HEAP) eligible households and other qualified LMI households by investigating a variety of approaches (bulk energy and green energy purchasing, improved access to renewable energy including community solar, improved access to energy efficiency and weatherization home improvements), and implementing the methods determined to be most effective.

ECLIPSE is managed by the Erie County Departments of Environment and Planning (DEP), Social Services (DSS) and Public Works (DPW) in collaboration with additional County departments.

Throughout this process the County will develop and refine better means to evaluate program performance and design, which will allow the program to serve as a model for counties across New York State.

This reduction of energy burden and energy consumption for HEAP recipients and other qualified LMI households will reduce community-wide greenhouse gas emissions, support community empowerment, encourage green workforce development and support local and regional sustainability goals.

1. Phase I- Program Feasibility Study and Report

SCOPE OF SERVICES

The scope of services may include but is not limited to the following for Phase I: Note that feedback/input from The County might at any point steer the research in a more defined direction. There will be ongoing collaboration with the County throughout Phase I. Phase I will result in an ECLIPSE Feasibility Report. The anticipated time allotment for the completion of Phase I is 6 months from the signing of the contract.

1) Program Paths

Investigation into program paths for Erie County's Municipalities and Low-Moderate Income households to have access to affordable, clean, renewable energy. ECLIPSE is seeking proposals from bidders to investigate the economic, technical and legal aspects of these potential energy program paths. Each of these bulleted

items below will be broken down into Market Projections, Project Scale/Speed, Legal Analysis and Impact Analysis.

- Erie County serves as Community Choice Aggregation Administrator and/or Opt-Out Community Solar Administrator and collects administration fees
- Erie County serves as Community Solar Administrator and collects administration fees
- Erie County works with an existing Community Choice Aggregation Administrator to secure buy-in from local governments
- Erie County creates a new legal entity to Administer a Community Choice Aggregation and/or Community Solar program.
- Erie County creates a new legal entity to partner with an existing Community Choice Aggregation Administrator.

A. Market Projections

For each of the program paths, ECLIPSE is requesting bidders investigate the high-level economic viability of each program path and potential margins of loss or gain for three separate entities: The County, LMI households and National Grid and NYSEG customers. Also, estimate costs related to legal work, staff, collateral, data protection, marketing, programming, and identify the potential sources of funds to support these costs. The report to include the following:

1. Projections
2. Positive Market Scenario
3. Neutral Market Scenario
4. Negative Market Scenario
5. Potential Revenue
6. Potential Economic Losses
7. Potential Funding Opportunities

B. Project Scale and Speed

For each of the program paths, ECLIPSE is requesting bidders investigate and provide an overview of the technical considerations. The report to include the following:

1. Requirements for contracting with a solar developer to develop a large-scale Community Solar array
 - a. Utilizing vacant County Property.
 - b. Procuring land lease agreements privately.
2. Requirements for administering the Community Solar program including but not limited to: onboarding process, customer database, utility bill coordination, quality assurance plans for protected information, PSC coordination
3. Restrictions on growth caused by market and infrastructure development
4. Restrictions on growth caused by locality of infrastructure development

C. Legal Analysis

For each of the three program paths identified above, ECLIPSE is requesting bidders investigate and provide an overview of the legal considerations of the model including citations.

1. Restrictions placed on the use of funds generated by each model.
2. Conflicts between existing social welfare programs and the model.

3. Restrictions on LMI Participation in the model.
4. Legal Assurances & Policies required for the model.
5. All contract templates and other documents required to implement the model.
6. Identify any legal risks, where applicable, faced by the County if the model were implemented.
7. Identify legal considerations for different Governance models of Administration.

D. Impact Analysis

For each of the program paths identified above, ECLIPSE is requesting bidders investigate and provide a high-level overview of different impacts, including but not limited to;

1. Greenhouse Gas Emissions
2. Poverty Alleviation
3. Health impacts

2) Program Benchmarking

The chosen respondent will be asked to collect information on existing local, state and federal energy and health related service programs and policies, to capture any and all relevant legal and financial considerations that compliment or contradict each program pathway. Proposed program pathways should account for and include how an ECLIPSE offering may align with, overlap, or fill a gap in other relevant existing programs and include any legal and financial implications. Submit an LMI Existing Programs and Opportunities Report summarizing the results of this research. Assessment of current gaps and opportunities; and recommendations for integration of energy efficiency and renewable energy strategies (including community distributed generation i.e. Community Solar) into existing County programs.

- 3) Preparation and Submission of Regulatory papers necessary for potential pathways to assure feasibility for the County.

2. Phase II- Program Roadmap

As described under Funding and Budget below, proposers will not provide a cost proposal for Phases II and III, although Proposers are encouraged to describe their qualifications and approach for these phases. The scope may change depending on the outcome of Phase I, and the final scope of work and level of effort for Phases II and III will be negotiated with the contractor during the project.

SCOPE OF SERVICES

- 1) The Contractor shall develop an ECLIPSE Program Roadmap and implementation documents for Erie County outlining a pathway to implement the County's preferred program path. The Contractor shall develop a plan for presentation to and approval by the Steering Committee that outlines a recommendation on institutional formation, governance and legal pathway to establishing a community scale energy program. The Contractor shall work collaboratively with the Interdepartmental Team and Steering Committee to create the ECLIPSE Program Roadmap and Implementation Documents that shall include, but not be limited to the following components:
 - A. An outline of the legal and administrative requirements for establishing the aggregation vehicle (e.g. Erie County Legislative approval; Public Service Commission Approval) depending on the chosen institutional pathway.

- B. An assessment of the strengths and limitations of identified pathways for establishing the ECLIPSE Program and their costs and benefits.
 - C. An outline for program phase-in visually outlining the process for a phased roll out of the ECLIPSE Program, including a timeline.
 - D. A plan for presentation to and approval by the Steering Committee that outlines a recommendation on institutional formation, governance and legal pathway to establishing an ECLIPSE Program.
 - E. Community Solar Strategy document, aligned with the goals found in the NYSERDA Solar Guidebook, outlining a plan to accomplish provide community solar energy to Erie County households
 - F. Review of existing tools and resources available from NYSERDA and the Public Services Commission regarding CCA including, but not limited to, the CCA toolkit developed by NYSERDA.
 - G. A guide book of how a NYS County can become a CCA Administrator that will complement the CCA toolkit already developed by NYSERDA.
 - H. Implementation documents such as:
 - 1. Requests for Information/Qualifications/Proposals
 - 2. Resolutions
 - 3. Inter-municipal agreements
 - 4. Referenda
 - 5. Local laws
 - 6. Implementation Plan
 - 7. Data Protection Plan
 - 8. Opt-out Letter.
 - 9. High-level financial projections
 - 10. Decision points, considerations, and lessons learned
- 2) The Contractor shall develop a Business Plan for the ECLIPSE Program Roadmap. The Business Plan shall describe a program structure that addresses the ECLIPSE Program goals, and is financially sustainable, self-sufficient, and robust. The Contractor shall develop a Business Plan that includes, at a minimum a description of:
- A. Opportunity and market
 - B. Partners and investors
 - C. Business structure and model
 - D. Business objectives
 - E. Shared renewable energy procurement methods, energy efficiency programs, and other alternative energy sources including Community Solar
 - F. Results of detailed market research and identification of initial customers
 - G. A plan for a three (3) year operating proforma, including revenue sources

3. Phase III- Program Implementation

SCOPE OF SERVICES

- 1) The Contractor shall provide help with creating a Community Solar Contract, including:
 - A. All standard terms and conditions between the County and the developer/provider
 - B. Schedule of energy rates
 - C. Consumer protection requirements, to be adhered to by the provider
 - D. Description of subscription management services (if applicable)
 - E. Community Solar Subscription Agreement.

A. FUNDING AND BUDGET

This project is funded with Erie County and New York State funds. The base fee scope of work is to include in Phase I under **Part A – Scope of Services** above. The County intends to award the remaining services (Phase II Phase III) to the selected Consultant upon submission of a proposal for services to the County at a later date. The exercise to award shall be subject to agreement between the Consultant and the County on a negotiated lump sum proposal. If engaged under an Agreement, the County shall reimburse the firm for their costs established by the Consultant on their **Bid Proposal Form** for Phase I. The subsequently negotiated lump sum fee for Phase II & Phase III will be based on the fees provided in **Schedule E – Rates of Service** on a time and materials basis for additional services as needed as well as agreed upon by the County and the Consultant. For consideration, the Consultants must submit the Bid Proposal Form and Schedule E – Rates of Service.

The County reserves the right to award an Agreement to a firm other than the firm offering the lowest lump sum fee or multiplier. The Agreement resulting from this solicitation, if any, shall be awarded to the highest rated and responsible firm based on the evaluation criteria set forth in this RFQ/RFP. Nothing contained herein shall obligate the County to award an Agreement on the basis of this solicitation.

B. PROPOSAL TIME FRAMES

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

RFQ/RFP Issued:	November 9, 2021, 2:00 PM (EST)
Information Webinar	November 18, 2021 11am (EST)
Requests for Information Due:	November 23, 2021 5pm (EST)
RFP/RFQ Clarifications/Addendum Issued:	November 26, 2021 2pm (EST)
Proposals Due:	December 31, 2021 5pm (EST)
Interviews:	January 3-6, 2021 TBD
Final Decision:	January 7, 2021 5pm (EST)

ECLIPSE Proposed Schedule

Task	2021 Q4	2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3	2023 Q4	2024 Q1	2024 Q2	2024 Q3
1 Contract Management												
2 Management Plan												
3 Community Steering Committee												
4 Dashboard												
5.0 ECLIPSE Program Investigation												
6.0 ECLIPSE Program Roadmap and Implementation Docs												
7.0 Business Plan G/NG												
8.1 Secure Community Solar Resource												
8 ECLIPSE Implementation A-E												
9.0 Final Report												

C. CONTRACT

A contract prepared by the County of Erie for the services requested in the RFP/ RFQ will be negotiated with the selected firm. The selected firm will be expected to enter into a contract with the County of Erie upon successful conclusion of negotiations.

D. GENERAL REQUIREMENTS

1. Requests for Information/clarification of this RFQ/ RFP must be in writing or via email and submitted to Rath Building 10th Floor; 95 Franklin Street, Buffalo NY 14202 or at Nicole.Morris-McLaughlin@erie.gov no later than date listed in **Section B “Proposal Time Frames”**. A list of questions and answers will be posted on the County website by issuance of an addenda. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.
2. Information on the Standard Insurance Provisions required of companies selected as a contractor of this service is included as **Schedule B – Erie County Standard Insurance Certificate** in this RFQ/RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFQ/RFP.
3. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Company shall make such records available, upon request, to the County’s Division of Equal Employment

Opportunity for review. All contract holders are required to sign the **Schedule D** – Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Company, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Company’s compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

4. All Proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
5. All Proposers must provide a list of at least 3 references from partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
6. Contract for or employ at the Consultant’s expense, sub-consultant(s) to the extent deemed necessary for completion of the project. In accordance with Erie County Local Law No. 9-2005, all contracted Professional, Technical or other consultant services must include a goal of at least 15% MBE participation, directly or through subcontracts and 5% WBE participation, directly or through subcontracts. Because New York State is funding this project, NYS M/WBE participation goals apply in lieu of the above. NYS has established a total goal of 30%, 15% each for MBE and WBE subcontracts. The County reserves the right to reject the use of any sub-consultant. Nothing in the foregoing procedure shall create any contractual relationship between the County and any sub-consultant employed by the Consultant under the terms of the Agreement.
7. Cooperate with other professionals employed by the County and/ or other design consultants for the design, coordination or management of this project or other work related to or affecting the project.

E. STATEMENT OF RIGHTS

1. UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this RFQ/RFP constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFQ/RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion; exercise the following rights and options with respect to this Request for Proposals: • To reject any or all proposals;

- To issue amendments to this RFQ/RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFQ/RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFQ/RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is an RFQ/RFP and not a bid, the County reserves the right to apply the case law under New York State General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFQ/RFP process; and
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

2. EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.

- The Proposer’s financial ability to provide the services.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFQ/RFP.
- An evaluation of the Proposer’s projected approach and plans to meet the requirements of this RFQ/RFP.
- The Proposer’s presentation at and the overall results of any interview conducted with the Proposer. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule A. Unsigned proposals will be rejected.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- Proposals may be rejected if not printed double sided or if they exceed the length specified in section H – Proposal Content below.

3. CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

4. INDEMNIFICATION AND INSURANCE

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

“The Consultant agrees to procure and maintain insurance naming the County as additional insured where indicated, as provided and described in Schedule “C” of this RFQ/RFP, which is attached hereto and made a part hereof:

The Consultant agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant’s proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of

- (a) any wrongful act, error, or omission of the Consultant or third-parties under the direction or control of the Consultant; or
- (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or
- (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its subconsultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Consultant beyond such as may legally exist without regard to this provision.”

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form, as outlined in Schedule C, shall not be deemed acceptable until approved by the County Attorney.

5. INTELLECTUAL PROPERTY RIGHTS

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.

6. NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

7. CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

8. COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

9. CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFQ/RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) Insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer’s competitive position.

The Proposer requests that such information be used only for the

evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) Clearly identify the pages of the proposals containing such information by typing in bold face, on the top of each page, the following: **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFQ/RFP.

10. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

F. SELECTION CRITERIA

The County selection committee will review the proposal submissions and/or statement of qualifications. The Proposal will be comparatively evaluated in accordance with the following criteria, listed in order of decreasing importance:

Proposed Approach and Understanding of Work	<u>30%</u>
Staff Experience / Qualifications	<u>30%</u>
Firm Experience and Capacity	<u>30%</u>
Percentage of Proposed M/WBE Participation and Minority and Women Staff Participation	<u>10%</u>

G. PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFQ/RFP and attachments must be met. Any proposals which do not meet these criteria may be considered nonresponsive. All proposals must be **limited to twenty (25) pages total, double-sided**. This includes the GSA form 330, resumes, requested schedules and attachments. Front and back covers and sectional dividers will not

be counted towards the maximum number of pages allowed. The proposal shall include a clear table of contents addressing all the requirements for the RFQ/RFP:

1. **RFQ/RFP Coversheet:** Firm to provide a cover sheet for the qualification package in their own format.
2. **Additional Information:** Brief description of the Proposer, including its location, years in business, history and philosophy. Include an outline of the Proposer's ownership, officers, and executive management. Any additional information deemed necessary and applicable to the scope of work included within this RFQ/RFP can be included in this section as well.
3. **Contact Information:** To facilitate communications regarding this RFQ/RFP, please state clearly the following:

FIRM NAME:
CONTACT PERSON NAME:
ADDRESS:
TELEPHONE NUMBER:
E-MAIL ADDRESS:

4. **Project Statement:** – This is a statement of the firms understanding of the project scope of work, a plan on how the design will be approached, project assumptions and exclusions, and acknowledgement of any addenda issued for the RFQ/RFP.
5. **Qualification Statement:** A narrative describing the Proposer's capabilities and unique qualifications, including all pertinent information that would substantiate the Proposer's capabilities as they pertain to the specified services of this RFQ/RFP.
6. **Staff and Firm Qualifications:** The Proposer are required to provide information describing the qualifications of the firm and key staff. Information should include:
 - a. Proposed team – provide firm name, office location, role, and whether the firm is the prime or subcontractor.
 - b. For each key staff, provide name, role, experience (total, and with current firm), firm name, education, professional qualifications, and up to five relevant projects (including time period, brief description of project and specific role, and whether with current firm).
 - c. An organization chart for the project team.
 - d. Up to 10 example projects for the team, including title, location, time period, project owner, owner point of contact name, and owner point of contact email and phone number, and a brief project description that explains the relevance to this project.

Table showing key personnel participation in the example projects. See example table provided as Schedule F.

7. **Professional Staff Time Commitment:** Provide information regarding the ability to meet the project schedule based on workload including an organizational chart indicating the staff that may be assigned to the contract and their responsibilities. Indicate the location of the office(s) where the work would be performed.

List current or anticipated obligations, which will require professional or technical staff time commitments from the same office that will be utilized for this project. Indicate the size of these jobs and their aggregate staff time requirements. In addition, the firm needs to supply a list of contracts that are presently open with Erie County Department of Environment and Planning

- a. Provide a disclosure indicating, by name, any principal or staff member presently employed by your firm and/ or who was employed by the County of Erie in the year prior to the date of this RFQ/RFP. This disclosure shall also include the individual's name, title and the department within the County of Erie for whom the employee worked. Further, disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.
8. **References:** Provide references as noted in **Section E "General Requirements"** based on relevant past experience. Information is to project name and location, brief description of project, completion date, firm/ organization name, contact person, address, phone number and email address.
 9. **Quality Assurance and Control:** A detailed discussion of the methodology used by the firm to assure quality control and assurance is to be provided.
 10. **M/WBE, Minority and Women Staff Utilization Plan:** A plan shall be submitted with this proposal stating how the firm intends to meet the following criteria:
 - a. The County of Erie has Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals as stated in **Section D "General Requirements"**. The County of Erie is committed to M/WBE goals and a good faith effort is expected to be put forth to achieve these goals. Indicate the names of all proposed sub-consultant(s), and state if they are a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE). For those firms proposed to be utilized as M/WBE firms on this particular project, indicate the percentage of the total value of the contract that all MBE's are proposed to be awarded, and the percentage of the total value of the contract that all WBE's are proposed to be awarded. Contract amounts are not to be disclosed in the Qualifications.
 - b. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
 - c. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.Finally, for professional and technical staff proposed to be utilized on this project, indicate the percentage of the total level of effort (hours) that minority staff are proposed to be utilized, and the percentage of the total level of effort of the contract that women staff are proposed to be utilized. Break this out by Task and for the total project. Note that the County has no quantitative goals for minority and women staff utilization.
 11. Include the signed **Schedule A – Proposer Certification**.
 12. Include the signed **Schedule B – Erie County Equal Pay Certification**.
 13. Include completed **Schedule D – Erie County Department of Law Cover Sheet**.
 14. List of Officers and Board of Directors.
 15. Consultant to include a statement as to whether or not the insurance requirements identified in **Schedule C** can be met by the consultant, including the professional liability coverage described in **Section E – General Requirements**. If a consultant cannot meet the minimum \$2,000,000 of Professional Liability Insurance required for the project, they must submit a statement detailing the reasons why they cannot.

16. **Separate Sealed Envelope Contents:**

- a. A hard copy of the **Proposal Form** shall be completed and signed. A list of all assumptions and exclusions that are pertinent to the RFQ/ RFP fee is to be provided with the proposal. Reimbursable expenses will be a separate line item in the consultant's contract. The County does not pay travel/mileage within Erie County; this is not a line item in the contract.
- b. Include proposers submitting proposals must include a rate card depicting titles and hourly rates of the personnel planned to fulfill the needs of this contract as part of **Schedule E – Rates of Service**. These rates are to be loaded rates including overhead and profit costs.
- c. **Proposal Form** in electronic portable data file (pdf) format on a USB flash drive.
 - i. The RFQ/RFP qualification package can be included on the same USB drive provided it is contained within the separate sealed envelope. There is no need to provide two separate CD's or USB's for the qualification package and Proposal Form.

H. PROPOSAL SUBMISSION

Submission of the proposals shall be directed to:

Bonnie Lawrence, Deputy Commissioner
Erie County Department of Environment and Planning
95 Franklin Street, Room 1086
Buffalo, New York 14202

Reference your submission as “**Erie County Low-Income Program for Sustainable Energy (ECLIPSE) Professional Services**”

Please submit three (3) bound hard copies and one (1) electronic PDF copy of your qualifications package along with one (1) hard copy of the **Proposal Form and Schedule E - Rates of Service & Task Breakdown** on or before the date and time listed in **Section B “Proposal Time Frames”** inclusive of all required content as described **Section H “Proposal Content”** of this document. **Proposal Form and Schedule E shall only be submitted in hard copy form within a separately sealed envelope** along with the RFQ/RFP package as described above. The County is under no obligation to return proposals.

For consideration the Consultant must submit both the qualification statements and proposal form. Proposal forms shall be submitted in a separately sealed envelope along with the RFQ/RFP. Open proposals submitted within the RFQ/RFP will not be considered.

I. INTERVIEWS

The County reserves the right to determine whether interviews will be necessary in the selection of a Consultant. If required, the proposed lead principal as well as other key personnel proposed to provide services must be present and participate in the interview.

J. ATTACHMENTS:

Proposal Form
Schedule A – Proposer Certification
Schedule B – Erie County Equal Pay Certification
Schedule C – Erie County Standard Insurance Certificate (for information only)
Schedule D – Erie County Department of Law Cover Sheet
Schedule E – Rates of Service
Schedule F – Key Personnel Participation in Example Projects Table

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES – PROPOSAL FORM

PROJECT NUMBER: 162ECLIPSE1922

PROJECT TITLE: Erie County Low-Income Program for Sustainable Energy Professional Services

DUE DATE: December 10, 2021 5PM

TO:

Attention: Bonnie Lawrence
Department of Environment and Planning
Erie County Rath Office Building
95 Franklin Street, Suite 1086
Buffalo, New York 14202

Please provide fees for Phase I including but is not limited to all labor, material, profit and overhead to provide the services identified within this Request for Qualifications and Proposal (RFQ/RFP).

TOTAL FEE (Phase I) _____

***Consultant is to provide a list of all assumptions and exclusions that are pertinent to the fees provided**

Please provide an estimate for the durations (in weeks) for the following phases.

Phase I: _____

Acknowledgement of Addenda Received (List Addenda No. and date received):

Certification: Proposal must be signed by an officer or employee having authority to legally bind the proposer.

FIRM NAME: _____

STREET ADDRESS: _____

CITY & STATE, ZIP: _____

AUTHORIZED REPRESENTATIVE (PRINT): _____

(SIGNATURE) _____

TITLE: _____

DATE: _____

TELEPHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

INTERNET URL: _____

TAXPAYER IDENTIFICATION NUMBER: _____

SCHEDULE A

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the "County") and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFQ/RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will provide proof of insurance in accordance with the instructions herein.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Company Name

By: _____
Name and Title

Date: _____

SCHEDULE C

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St. Buffalo NY, 14202,"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

- XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

SCHEDULE D

ERIE COUNTY DEPARTMENT OF LAW RFQ/RFP COVERSHEET

Name of Organization:	
Organizational Mailing Address:	
President/CEO:	
President/CEO's Phone Number:	
President/CEO's Email:	
Project Contact Person:	
Project Contact Person's Phone Number:	
Project Contact Person's Email:	
Company Website:	
Federal Employer ID# (FEIN):	
Is company debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is respondent a non-profit or unit of government?	
If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such:	
If non-profit, please provide roster of respondent's volunteer board:	Please provide attachment
Is company a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)?	Please provide the Erie County MBE/WBE Certification Letter as attachment
Is company a Veteran-Owned Business?	Please provide the letter indicating their company is 51% or more veteran owned as attachment
Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal:	

Anticipated Reimbursables	
<i>Reimbursables cannot include: mileage, tolls, parking fees within Erie County.</i>	Actual Cost
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

*Travel costs except local mileage, tolls and parking, are allowable. Because actual travel costs must be billed, those costs will not be specified on this table. Actual costs must not exceed applicable federal GSA per diem travel rates.

Task Breakdown

Phase I Tasks	Approximate Percentage of Overall Budget	Approximately Number of Hours
Program Paths Market Research		
Program Paths Project Scale & Speed		
Program Paths Legal Analysis		
Program Paths Impact Analysis		
Program Benchmarking		
Preparation/ Submission of Regulatory Papers		

