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**Model Request for Proposal Renewable Energy Generation**

INSTRUCTIONS FOR USE OF

MODEL REQUEST FOR PROPOSAL

FOR ONSITE ENERGY GENERATION

UNDER

225 CMR 10.00

**ACKNOWLEDGEMENTS**

This document was prepared by Eileen McHugh, Program Coordinator (DOER). DOER would like to thank Robert Sydney, former General Counsel (DOER); Rachel Evans, Deputy General Counsel (DOER); Natalie Andrews, former Renewable Energy Project Coordinator (DOER); Beth Greenblatt, Managing Director, Beacon Integrated Solutions; and the Energy Services Coalition for their contribution to this document.

Disclaimer

This document is a model Request for Proposal (RFP) with provisions to use in procuring Energy Management Services (EMS) for Renewable Energy Systems under 225 CMR 10.00. The information contained within is general and subject to change. The document is not intended to provide legal advice; it is intended to serve as an introduction to the elements pertaining to the development of an EMS project and should not be used as a substitute for a thorough analysis of facts and the law. When procuring for EMS, it is the sole responsibility of each governing body to consult with legal counsel in preparing any documents and to ensure compliance with all applicable federal, state, and local laws, rules, regulations, and procurement procedures.

The users of this document are strongly encouraged to search actively for the most recent updates of governmental regulations. Readers may check for recent updates to Energy Management Services at www.mass.gov/doer or by calling (617) 626.7305.

This model RFP contains provisions for the installation of renewable onsite energy generation systems, including the lease of the site where the asset is to be installed (ground or roof), and the purchase of the energy generated onsite. Also provided are attachments for the required site description, a response form, an evaluation form, and a model contract.

All RFPs must be submitted to DOER before publication as detailed below.

1. Use this model RFP as a foundation for the solicitation. The document is intended as guidance to ensure compliance with the statute and the regulation.
2. Change the RFP to fit the specific procurement. For example, adding details applicable to the particular project, such as purpose, scope, and objectives or standard language required by the awarding authority.
3. Complete the Certificate of Compliance Checklist found on DOER’s web site.
4. File the solicitation electronically with DOER fifteen business days prior to filing the RFP with the Secretary of the Commonwealth for publication in the Central Register. To file EMS documents with the DOER, email one complete electronic copy to: EMS.DOER@state.ma.us and mail one complete copy to:

Massachusetts Department of Energy Resources
Attn: NOTIFICATION OF EMS PROCUREMENT
100 Cambridge St., Suite 1020
Boston, MA 02114

Include the name of the Local Governmental Agency (LGA), the physical address, the name and contact information for the Chief Procurement Officer, if applicable, or an alternative local governmental official with equivalent responsibilities and authority, and the current phone number & email address for the person responsible for the RFP.

1. Upon receipt of the RFP, DOER will review the document to determine whether it is incomplete or whether it is complete and satisfies all requirements.
2. If the RFP is deemed incomplete, within ten business days DOER shall identify all information necessary to complete the filing and notify the LGA in writing. After the necessary information is provided, the LGA must refile a complete RFP.
3. If the RFP is complete, DOER will acknowledge in writing that the RFP satisfies all the requirements.
4. The LGA shall not issue and publish the RFP until it receives an acknowledgment of receipt from DOER. Publication by the LGA of the RFP prior to receipt of an acknowledgment shall be deemed a violation of the procurement process under 225 CMR 10.00.
5. Once DOER deems that the RFP is complete, then the LGA may submit it to the Secretary of the Commonwealth for publication in the Central Register under General Contracts.

EXAMPLE SCOPES OF WORK: (Please note, these are examples only)

Third party ownership is common for onsite energy generations projects. The arrangement allows the Contractor to take advantage of incentives that would otherwise be unavailable.

Option 1 – An *Energy Management Services Agreement* that includes a site lease/license and purchase of energy with decommissioning plan[[1]](#footnote-1) The Awarding Authority seeks proposals from entities in the business of renewable onsite energy generation to finance, install, own, operate, and maintain a solar system.

To the extent that generation output is greater than the awarding authority’s energy requirements, the Contractor’s proposal must include a plan for the disposition of any power in excess of electricity purchased by the Awarding Authority (e.g., net metering, offsets, or sale into the wholesale power grid for the selected Contractor’s own account). Proposals must include a guarantee of onsite energy generation and a measurement and verification strategy for metering onsite electricity generation.

The project may take advantage of any available sources of federal and state funding for renewable energy projects, including primarily renewable energy certificates, or any other rebate, grant or other allowable government-sponsored incentives. The chosen Contractor is responsible for the application of such incentives to reduce the direct cost or financial outlay by the municipality.

Option 2 - An *Energy Management Services Agreement* that includes a site lease/license and purchase of energy with an option to purchase. The Awarding Authority seeks proposals from entities in the business of renewable onsite energy generation to finance, install, own, operate, and maintain a solar system. Proposals must include purchase options that optimize all available incentives and provide the greatest value to the Awarding Authority.

To the extent that generation output is greater than the municipality’s electricity requirements, the Contractor’s proposal must include a plan for the disposition of any power in excess of electricity purchased by the Awarding Authority (e.g., net metering, offsets, or sale into the wholesale power grid for the selected Contractor’s own account). Proposals must include a guarantee of onsite energy generation and a measurement and verification strategy for metering onsite electricity generation.

The project may advantage of any available sources of federal and state funding for renewable energy projects, including primarily renewable energy certificates, or any other rebate, grant or other allowable government-sponsored incentives. The chosen Contractor is responsible for the application of such incentives so that there will little to no direct cost or financial outlay by the municipality.

Note: Public agencies have used this process in certain situations where the project was paid in full upon sign-off and acceptance of project completion by the awarding authority.

The model RFP begins on the next page.

The \_\_\_\_\_\_\_\_\_\_(Awarding Authority) seeks proposals, pursuant to 225 CMR 10.00, from qualified renewable energy Contractors (Contractors) interested in implementing a performance based renewable energy system (Project) [[2]](#footnote-2) with guaranteed onsite electricity generation[[3]](#footnote-3) at its facilities. The Awarding Authority intends to select and enter into a Renewable Energy Management Services Contract with the most highly qualified provider per the evaluation criteria herein.

The Awarding Authority may cancel this RFP, or may reject in whole or in part any and all Proposals if the Awarding Authority determines that cancellation or rejection is in its best interest.

Projected Selection Timeline:

|  |  |
| --- | --- |
| Notification to the DOER: | [Insert Date][[4]](#footnote-4)  |
| Published in Central Register: | [Insert] |
| Published in  | [Insert name of newspaper, web site, and public posting]  |
| RFP available: | [Insert]  |
| Pre-bid Conference: | [Insert]  |
| Facility Tour | [Insert]  |
| Final Inquiry Date: | [Insert]  |
| Proposals Due: | [Insert]  |
| Location: | [Insert]  |
| Anticipated Evaluation Complete: | [Insert]  |
| Anticipated Interviews: | [Insert]  |
| Anticipated Selection for Negotiations: | [Insert]  |

RFP Contact Person:

Title:

Email:

Street Address:

Telephone:

Fax:

1. Definitions:

ASHRAE. The American Society of Heating, Refrigerating and Air Conditioning Engineers.

Business Day. A business day shall mean Monday through Friday, exclusive of state and federal legal holidays.

Contractor. The vendor selected by the Local Governmental Body to perform the energy management services solicited through an RFP under 225 CMR 10.00.

DCAM. The Division of Capital Asset Management and Maintenance, established by M.G.L. c. 7, § 4A.

DOER. The Department of Energy Resources, established by M.G.L. c. 25A, §1.

Eligible. Able to meet all requirements for offerors or bidders set forth in 225 CMR 10.00 and 225 CMR 19.00 and section 44D of chapter 149 and not barred from bidding under section 44C of said chapter 149 or any other applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Energy Conservation. A modification of, or change in, the operation of real or personal property in a manner likely to improve the efficiency of energy use, and shall include Energy Conservation Measures and any Energy Audits to identify and specify energy and cost savings.

Energy Conservation Measures. Measures involving modifications of maintenance and operating procedures of a building or facility and installations therein, which are designed to reduce energy consumption in such building or facility, or the installation or modification of an installation in a building or facility, which is primarily intended to reduce energy consumption.

Energy Conservation Projects. Projects to promote Energy Conservation, including but not limited to energy conserving modification to windows and doors; caulking and weather stripping; insulation, automatic energy control systems; hot water systems; equipment required to operate variable steam, hydraulic and ventilating systems; plant and distribution system modifications, including replacement of burners, furnaces or boilers; devices for modifying fuel openings; electrical or mechanical furnace ignition systems; utility plant system conversions; replacement or modification of lighting fixtures; energy recovery systems; on-site electrical generation equipment using new renewable generating sources as defined in section 11F; and cogeneration systems.

Energy Management Services (EMS). A program of services, including Energy Audits, Energy Conservation Measures, Energy Conservation Projects or a combination thereof, and building maintenance and financing services, primarily intended to reduce the cost of energy and water in operating buildings, which may be paid for, in whole or in part, by cost savings attributable to a reduction in energy and water consumption that result from such services. The EMS contract may extend for a term not to exceed twenty years. The allowable length of the contract may also reflect the useful life of the cost savings measures.

Energy Savings. A measured reduction in fuel and its costs, energy and its costs, water and its costs, or operating or maintenance costs resulting from the implementation of Energy Conservation Measures or Projects; provided, however, that any payback analysis to evaluate the energy savings of a geothermal energy system to provide heating, cooling or water heating over its expected lifespan shall include gas and electric consumption savings, maintenance savings and shall use an average escalation rate based on the most recent information for gas and electric rates compiled by the Energy Information Administration of the United States Department of Energy.

Guarantee of Generation. The written guarantee of a Contractor warranting the particular electrical energy generation to be derived from the On-site Electrical Generation unit. Such written guarantee shall:

(a) include a detailed description of the equipment to be installed; and

(b) state the annual amount of electrical energy to be generated in kilowatt-hours per year.

Guidelines. A set of clarifications, interpretations, and procedures, including forms and model documents, developed and issued by DOER to assist it in determining compliance with 225 CMR 10.00. Each Guideline shall be effective on its date of issuance or on such date as is specified therein, except as otherwise provided in 225 CMR 10.00.

Local Governmental Body. A city, town, district, regional school district or county, or an agency or authority thereof, including a housing authority, board, commission, department or instrumentality of a city, town district, regional school district or county, and any other agency that is not a state agency or building authority; or a combination of two or more such cities, towns, districts, regional school districts or counties, or agencies or authorities thereof.

Minor informalities. Minor deviations, insignificant mistakes, and matters of form rather than substance of the proposal or contract document which may be waived or corrected without prejudice to other offerors, potential offerors, or the public agency.

On-site Energy Generation.The generation of renewable energy or the cogeneration of electricity and heating or cooling of a generation unit located on or adjacent to a building or structure owned by a Local Governmental Body that utilizes some or all of the energy so generated either directly or indirectly though net metering, as defined in M.G.L. c. 164, §138.

Renewable Generation. The electrical energy output of an RPS Class I Renewable Generation Unit or Solar Carve-Out Renewable Generation Unit as defined under 225 CMR 14.00: *Renewable Energy Portfolio Standard – Class I.*

 Request for Proposals (RFP). A written document issued by a Local Governmental Body that invites potential Responsive Offerors to submit proposals outlining their qualifications to perform the Energy Management Services for the Local Governmental Body, a cost proposal, and other information required by 225 CMR 10.03(1) and (2) and the Local Governmental Body.

Update Statement. A form developed by DCAM, as defined in 810 CMR 4.01: *Definitions*, to be completed by a General Contractor and submitted with all proposals.

Person. Any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Qualified provider. Responsible and eligible person able to meet all requirements set forth in 225 CMR 10.00 and 225 CMR 19.00, and not barred from bidding under section 44C of chapter 149 or any other applicable law and experienced in the design, implementation and installation of energy savings measures.

Responsible. Demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work required by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with 225 CMR 10.00 and 225 CMR 19.00 and section 44D of chapter 149.

Responsive offeror. A person who has submitted a proposal which conforms in all respects to the requests for proposals.

1. SOLICITATION AND PROPOSAL PROCESS

STAGE ONE: DCAM Contractor Certification Process

To be Eligible to respond, Contractors are advised that advance certification by Massachusetts Division of Capital Asset Management and Maintenance (“DCAM”) is required pursuant to M.G.L. c. 149 § 44. Certification application forms are available from [DCAM Contractor Certification Office](http://www.mass.gov/?pageID=afsubtopic&L=4&L0=Home&L1=Property+Management+%26+Construction&L2=Design+%26+Construction+of+Public+Buildings&L3=Contractor+Certification&sid=Eoaf) at (617) 727-9320.

STAGE TWO: Pre-Proposal Conference and Facility Tour [Indicate whether mandatory or optional]

A Pre-Proposal Conference and Tour of the Facilities will be held at [Insert location, date, and time]. All prospective respondents (must attend the mandatory pre-bid conference/is encouraged to attend the optional pre-proposal conference). Respondents interested in attending must confirm attendance by contacting [Insert contact name]. Respondents must provide the number of attendees [Insert maximum number of attendees] and the full contact information for the key person attending the pre-bid conference.

All questions and inquiries concerning this RFP must be submitted in writing no later than [Insert date, time, and address]. Inquiries will not be answered directly. The Awarding Authority will issue an addendum to address the written questions. Any addenda will be posted [Insert location or web site]. It is the responsibility of the Contractor to contact [Insert contact name] prior to the submittal deadline to ensure that the Contractor has received all addenda issued by the Awarding Authority.

The Awarding Authority reserves the right to amend this RFP based on questions and issues raised prior to and at the Pre-Proposal Conference.

STAGE THREE: Submission of Proposals

Any qualified Respondent that wishes to submit a Proposal to this RFP shall submit [Insert desired number of copies] copies of the Proposal and one single-file electronic version. Respondents will be evaluated only on the criteria set forth in this RFP.

STAGE FOUR: Selection Process

The Awarding Authority will evaluate and rank all Proposals based upon the criteria listed in this RFP, and reserves the right to waive any minor informalities.

Following the selection of the top-ranked Proposal, the Awarding Authority and the Contractor will verify the proposed strategy. Based upon the results, the Awarding Authority may negotiate an Energy Management Services Agreement with the selected Contractor. If an acceptable contract cannot be reached, the Awarding Authority may initiate negotiations with the second ranked Contractor.

1. RFP PROCEDURES
2. Modification or Withdrawal of Proposals: Any Proposal may be withdrawn or modified by written request of the Contractor, provided such request is received by the Awarding Authority at the above address prior to the due date for Proposals.
3. Cost of Proposal Preparation: The Awarding Authority will not reimburse Contractors for any costs incurred in preparing Proposals to this RFP, including site visits or preliminary engineering analyses.
4. Public Record: To review a copy of Proposals submitted to the Awarding Authority after the contract has been awarded, submit a written request in compliance with the Massachusetts Public Records Act to the RFP Contact Person identified above.
5. GENERAL INFORMATION

The Awarding Authority seeks proposals from qualified providers interested in implementing a comprehensive, performance-based Renewable Energy Management Services Project at its facilities identified in Attachment X: Facility Profile.

This Project will reduce the use of fossil fuels and the overall cost of energy needed to meet the needs of the Awarding Authority while also introducing a renewable source of energy to reduce the carbon footprint of the municipality.

The Project will include the design and installation of renewable energy generation to shift energy loads to on-site renewable power sources, including, without limitation (a) innovative project financing (optional at the Awarding Authority’s sole discretion), (b) innovative project funding (e.g., sale of RECs or GHG credits or sale of efficiency benefits on the ISO New England Forward Capacity Market, optional at the Awarding Authority sole discretion) and d) the work associated with monitoring and verifying electricity generation and the design of the subject work.

In accordance with M.G.L. c.71, §38R, the Awarding Authority may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board of any contractor “who may have direct and unmonitored contact with children”. As a condition of the award of any contract and prior to commencement of any work, the successful Contractor/ESCO shall complete and sign a Request Form to obtain CORI. The Contractor/ESCO shall be responsible for obtaining and submitting signed forms from all of its contractors.

1. TERMS OF PROPOSAL
2. General Terms

The Awarding Authority intends to use this Project to address, meet, or exceed several of the goals, objectives, strategies, and actions identified in [insert reference to any existing energy management plan, sustainability plan, or climate protection plan] including elements:

1. Option: [INSERT OPTION FOR LEASE WITH DECOMMISSIONING/LEASE WITH purchase options]
2. The Contractor/ESCO response must provide a preliminary structural review of the facility (ies).
3. Within [INSERT NUMBER OF DAYS] days of the award, the Contractor/ESCO must perform a detailed engineering study of acceptable quality to the Awarding Authority. The study will include a complete structural review of the Awarding Authority’s buildings (as applicable) and/or site to determine viability of a wind or photovoltaic installation.

If a satisfactory study is not executed, then the Awarding Authority shall have the right to withdraw the award and make the award to the next ranked Contractor/ESCO. The Study is subject to acceptance by the Awarding Authority and together with any revisions becomes the basis for the specifications for the contract known as the Renewables EMSA.

Note: As a condition of project acceptance, the Contractor/ESCO must provide to the owner "as built" and record drawings of all existing and modified conditions associated with the project conforming to typical engineering standards. This should include any and all drawings. All drawing must be stamped by a Massachusetts Registered Professional Engineer (P.E.) for the corresponding discipline.
4. The facility maintenance responsibilities will be clearly delineated in the Renewable EMSA.
5. The Contractor/ESCO will apply for any available grant or incentive funds, etc., that facilitate the incorporation of renewable energy resources.
6. If the firm is not Massachusetts based, then respondents must demonstrate, identify, and describe how the firm will guarantee the local support services necessary for fulfilling the contract terms including relevant experience and relationships with local resources.
7. Firms must provide a list of all equipment that will become property of the Awarding Authority upon installation and upon expiration of the contract, if applicable. Describe all warranties that will become the property of the Awarding Authority and explain how they will be transferred to the Awarding Authority. Provide Manufacturer’s cut sheets for proposed equipment.
8. The Awarding Authority’s facility staff normally performs routine maintenance on equipment and building systems. If your Proposal contains additional maintenance services, state all services required for proposed improvements include the frequency and estimated time necessary to complete each function; state specifically how the cost and terms would differ if all equipment and systems were maintained by (A) facility staff, or (B) your firm, or (C) a combination of staff training and third-party maintenance. The Awarding Authority will not accept any measure that requires hiring additional maintenance staff unless previously and specifically agreed to in writing.
9. Propose a project implementation schedule, including expected construction schedule from beginning to end, particular facility concerns such as scheduling and/or special facilities, expected number of workers, chain of command, etc. Include estimated dates for preliminary design documents and construction documents including design development drawings, construction drawings, basis of design, outline specifications, and cost estimates.
10. The method for computing on-site electricity generation, including a metering strategy, shall comply with the letter and intent of the most recent version of the U.S. Department of Energy, Federal Energy Management Program Measurement and Verification Guidelines (FEMP Guidelines). Acceptance of the FEMP Guidelines by your firm is a minimum contract term.
11. Terms of the Renewable EMSA must conform to the terms included in the RFP. Terms that do not conform to the terms set forth in this RFP shall be considered void.
12. Firm’s Abilities

1. Provide the resumes of project team members, including the prime contractor and any subcontractors, and a description of their respective responsibilities. The project team must include a Massachusetts Registered Professional Engineer. Resumes should include each participant's background, specific areas of expertise, and previous experience with projects of this type and size.
2. Provide a copy of a contract recently executed by your company, firm, or organization with a similar organization (City, Town, or School Department). Provide a minimum of three (3) project references of the same size and type as the proposed Project.
3. Finance Options

The selected Contractor will be responsible for designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals (e.g., building permits).

It is expected that the selected Contractor will pursue tax credits and incentives, rebates, and other benefits that are available and/or may become available in the future. The Contractor’s proposal shall include a plan for the disposition and/or assignment of: (a) any environmental or other attributes (such as RECs, greenhouse gas offsets, or forward capacity market payments) that are generated in connection with the operation of the System; (b) any tax credits or incentives generated in connection with the operation of the System; and (c) any grants or rebates obtained in connection with the installation of the System. The selected Contractor shall comply with any requirements (such as insurance, reporting, etc.) that are associated with available programs.

The generation capacity of the System generally should not exceed the expected “annual load” electric consumption requirements of the municipality’s needs in order to ensure that the majority of the electricity produced is used on-site. To the extent that generation is not coincident with municipal load, the Contractor’s proposal must include a plan for the disposition of any power in excess of what will be purchased by Awarding Authority (e.g., net metering, offsets, or sale into the wholesale power grid for the selected Contractor’s own account).

1. Guaranteed Energy Savings
2. State the projected and guaranteed annual electricity to be generated by the Project over the life of the contract.
3. Provide the per kWh energy price baseline (cost per kWh currently paying), the per kWh energy price (if applicable) for the onsite power, and indicate a corresponding ceiling price “not to exceed”.
4. The Contractor’s proposal must include:
	1. Guaranteed annual electricity output (kWh/yr minus onsite parasitic load); and
	2. Annual system degradation factor,

Please include any other information that merits consideration for the evaluation committee analysis of the Proposal.

1. Minimum Contractual Terms

The Proposal shall conform to the terms and services in the Model EMS Agreement, found in Attachment X: Model Energy Management Services Agreement (EMSA) and discussed below. The Proposal may contain additional services or terms, but no Proposal will be considered if these minimum conditions cannot be met by the Contractor.

Part 1: Required Services

1. The Contractor will provide "as built" and record drawings of all existing and modified conditions associated with the Project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural, and control drawings each stamped by a Massachusetts Registered Professional Engineer (P.E.) for the corresponding discipline.
2. Before submitting a proposal, each Contractor will obtain any studies and data concerning conditions (surface, subsurface and underground facilities) at the site or otherwise, which may affect the Contractor’s ability to comply with obligations under a contract or which the Contractor otherwise reasonably deems necessary to develop a proposal to undertake the Project in accordance with the terms and conditions of this RFP.
3. The Contractor will be required to work with Awarding Authority personnel on a pre-planned and programmed basis, clearly delineating a preventive maintenance schedule for all new equipment installed as part of this project. No equipment may be installed that will require the Awarding Authority to hire additional maintenance personnel.
4. Measurement and verification of energy generation will be consistent with the local distribution company (LDC) metering requirement. Calculations used for guaranteed savings and guaranteed onsite energy generation will be consistent with the letter and intent of the most recent version of the U.S. Department of Energy, Federal Energy Management Measurement and Verification Guidelines (FEMP Guidelines).
5. Prior to contract termination, the Contractor will perform a survey of the system and to prepare an assessment of the condition of the equipment installed as part of the project. The Awarding Authority retains the right to hire an independent, certified professional engineer to prepare an assessment of the condition of the equipment installed as part of the contract.
6. The Contractor will include a complete set of the proposed renewable energy system, proposed costs, timetable for completing engineering and construction work, a detailed description of equipment and services to be provided, and an estimate of the electricity production, as well as special terms offered by the Contractor in its response. All Contractors must indicate that all mandatory terms and conditions have been met, including compliance with current Prevailing Wage Laws.

Part 2: Required Contractual Language

1. The Awarding Authority shall determine whether the material or equipment installed is equal to those specified in the Proposal. In the event an article of any class or materials or equipment specified by the trade name of any particular patentee, manufacturer, or dealer, or by reference to the catalog of any such article or articles or materials is to be substituted, the replacement must be equal in quality, finish and durability and equally as serviceable for the purpose for which it is or they are intended as the originally specified article. The Awarding Authority shall make the decision as to whether the materials and equipment offered are equal to those specified, and the decision of the Awarding Authority shall be final.
2. The Contractor shall protect and save the Awarding Authority harmless against all claims, and actions brought against by reason of any actual infringement upon patent rights in any material, process, machine, or appliance used by him in the work.
3. The necessary rights-of-way for any construction to be done across or on private property will be obtained by the Contractor. The Contractor shall take due and proper precautions against any injury to adjacent structures and shall hold himself strictly within the rights secured to him by in prosecuting the work on private property.
4. The Contractor shall obey and abide by all laws of the Commonwealth of Massachusetts relating to: (a) the employment of labor and public work; (b) all local ordinances and requirements; and (c) all authority regulating applicable law.

1. The Contractor will not discriminate against any employee or prospective employee working in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex, race, color, religion, national origin, or ancestry.
2. In the execution of the Agreement, it may be necessary for the Contractor to subcontract part of the work to others; however, the Contractor shall not award any work to any subcontractor without prior written approval of the Awarding Authority. Approval shall not be given until the Contractor submits to the Awarding Authority a written statement concerning the proposed award to the subcontractor that contains such information as the Awarding Authority deems necessary.
3. The Contractor shall be fully responsible to the Awarding Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons in its direct employ. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Awarding Authority.
4. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or its right, title or interest in same without the prior written notice to the Awarding Authority. The Contractor shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Agreement, without the prior written notice to the Awarding Authority.
5. During the life of this Agreement, the Contractor shall procure and maintain Worker’s Compensation Insurance in accordance with the Worker’s Compensation Act of the Commonwealth of Massachusetts. This insurance policy shall adequately protect all labor employed by the Contractor during the life of this Agreement and, if required, the Contractor shall provide written evidence to the Awarding Authority that such insurance is in fact in force.
6. Contractor must carry an appropriate level of insurance for both the construction and operations phases
7. Notwithstanding any other law, the provider of the energy management services must file with the Awarding Authority a payment and performance bond relating to the installation of the project including the following:
8. Prior to entering into an EMS contract, the Contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the Awarding Authority;
9. The performance bond shall be in an amount equal to 100% of the total contract value from a surety company licensed to do business in the Commonwealth and whose name appears on U.S. Treasury Dept. Circular 570[[5]](#footnote-5);
10. The Contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the Awarding Authority. The Contractor shall also furnish a payment bond in duplicate;
11. Unless otherwise specified by the Awarding Authority, at a minimum the performance and payment bonds shall remain in effect during the total implementation period for the Project. The implementation period shall include all time required for installation, testing, measuring initial performance, and Awarding Authority acceptance of all installed equipment;
12. The performance bond shall be released upon Awarding Authority acceptance of the Project. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full or final acceptance whichever is later;
13. The Contractor shall not file any mechanics liens against the Awarding Authority for the project and this requirement shall flow down to all subcontractors. Therefore, the payment bond shall secure the Contractor’s obligations for payment of laborers, suppliers, and all subcontractors.
14. The Contractor will maintain and operate the equipment in a manner that will provide the accepted standards of service.
15. Arbitration: [Insert Arbitration Language]
16. Within [Insert period] of contract execution, the Contractor will begin implementation of preliminary operations and procedures to generate electricity at the named properties of the Awarding Authority.
17. The Awarding Authority retains ultimate approval over the scope of work, choice of subcontractor, equipment installed, and end use conditions. No work can proceed without the prior written consent of the Awarding Authority. However, such approval shall not be unreasonably withheld.
18. The Awarding Authority will review all proposed modifications to the building and systems, and must approve of them before commencement of any work. Such approval shall not be unreasonably withheld.
19. The Contractor is required to pay prevailing wage rates for all employees involved in providing contract services, as determined by the Department of Labor Standards[[6]](#footnote-6). For inquiry and clarification of prevailing wage laws, contact DLS.
20. All work shall meet the minimum standards of ASHRAE and the Massachusetts Building Code.
21. The Awarding Authority must have access to inspect both the work conducted at project site(s) during construction and operations phases, and to the books, records, and other compilations of data, which pertain to the performance of the provisions and requirements of this agreement. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.
22. All drawings, reports and materials prepared by the Contractor specifically in performance of the Energy Services Agreement shall become the property of the Awarding Authority, and shall be delivered to the Awarding Authority as needed or upon prior to project acceptance.
23. The Contractor will be required to file a Disclosure Statement listing all its public contractors; a Truth in Negotiations Certificate as describe in M.G.L. Chapter 7, section 30I, a Financial Interest Statement as described in M.G.L. 7, section 14A; and a Tax Certificate as described in M.G.L. Chapter 62C, section 49A.
24. The Contractor shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, including applicable licensing requirements, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of the Awarding Authority relative to the premises. The Contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

**ATTACHMENT X**

Facility Profile

*(Provided by the Awarding Authority)*

For each building/site to be addressed by this project list facility name, address, square footage, type (roof or ground), year built, roof type, roof pitch, roof orientation, distance to interconnection, slope description utility rate schedules and previous three year electricity usage information, building or operational peculiarities, along with a general description of building function and hours of operation and any specific projects that Developers should address in their Proposals.

Include any additional information that will be helpful to Developers in evaluating their interest in this project.

**ATTACHMENT X**

Renewables RFP Form of Response

Response Title Page

|  |  |
| --- | --- |
| Bidder Point of Contact: |  |
| Name of Company: |  |
| Address: |  |
| City, State, Zip Code: |  |
| Phone: |  | Fax: |  | E-mail |  |
| Federal tax id# (SSN for individuals): |  |
| Organizational structure: | Corporation: |  | Partnership: |  | Joint venture: |  |  |
|  | Individual/Proprietorship |  | Other: |  |  |
| Ownership: | Public stock: |  | Privately owned: |  | Non-profit: |  |  |
| Minority and women business enterprise information (check as appropriate): |
| Minority owned: |  | Women owned: |  | Owned by person with disability: |  |  |
| Small Business: |  | SOMWBA Certified: |  |  |

I have read, understand, and agree to comply with the terms and conditions for providing Energy Management Services to the Awarding Authority as stated in the Awarding Authority’s Request for Responses. Furthermore, I hereby certify, under penalties of perjury, that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature Date

If applicable, fill in the following:

 I acknowledge receipt of Addendum No(s). \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_.

Responses must be submitted in the format outlined. The Awarding Authority may reject from further consideration any Response that does not follow the format or is deemed non-responsive. Please provide \_\_\_\_\_ (#) copies of your response, and one single-file electronic version.

**Table of Contents (**Response shall include a table of contents properly indicating the section and page numbers of the information included.)

* 1. Minimum Requirements
1. Proposal completeness and adherence to format. Substantial conformity with the specifications and other conditions set forth in the RFP.
2. References of other projects performed by the qualified providers.
3. Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7) and Update Statement (DCAM Form CQ3).
4. Quality of the products proposed meets the expectations of the authority.
5. Methodology of determining electricity generation and metering strategy complies with FEMP standards.
6. Time specified in the response for the performance of the contract meets those outlined in the RFP.
7. General reputation and performance capabilities of the qualified providers meet the expectations of the authority.

	1. Minimum Required Items

Each of the items listed on the following table shall be marked “Y” if supplied and “N” if not supplied.

RFQ responses that do not contain all items enumerated in “Minimum Required Items” as set forth below, shall be disqualified prior to further qualification review at the discretion of the Awarding Authority.

|  |  |
| --- | --- |
| Criteria | Supplied |
| Minimum Required Items | Y/N |
| References |  |
| Certificate of eligibility and update statement |  |
| Conformed with the specifications and other condition set forth in RFQ |  |
| Proposal completeness and adherence to format |  |
| Evidence of bond capability |  |
| Form of legal entity |  |
| Changes in ownership |  |
| Other Entity names |  |
| Parent company |  |
| Federal tax identification number |  |
| Financial statements |  |
| Form of performance guarantee |  |
| Lawsuits and disputes |  |

* 1. Other Required Items
1. Evidence of bond capability from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570. Please provide the cost or fee your firm will charge for the performance and payment bonds as a percentage of the construction costs.
2. Form of legal entity and year entity was established.
3. Describe any changes in ownership status over the past ten (10) years.
4. Other entity names, if any.
5. Ultimate parent company, if applicable.
6. Federal Tax Identification Number for Respondent
7. Please submit a detailed financial report prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current (as of the most recent financial statement date) financial condition of the Respondent. Such report must include a balance sheet, income statement and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding three years ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the Submitting Entity. Non-public entities may attach either unaudited financial statements or copies of tax forms and schedules that are filed with the Internal Revenue Service where applicable.
8. Describe the form of guarantee that the Respondent will be providing in respect of the Project. If a corporate guarantee backstop by a parent company or credit enhancement by a financial institution is anticipated, please provide a letter from the parent company or financial institution, indicating that such credit enhancement is available, the terms of such credit enhancement and the credit rating of the guarantor.
9. Describe any other factors that would strengthen the credibility of the Respondent’s financial capacity to undertake the construction and guarantees proposed in this Response. “Other factors” could include corporate strategies that establish and fund reserves for contingent liabilities accruing from a growing portfolio of performance contracts, escrows, energy hedging, letters of credit or other financial tools. “We have never had to fund a shortfall” is inadequate to strengthen the Respondent’s financial credibility.
10. Lawsuits and Disputes. Discuss whether your firm has ever been involved in a lawsuit or dispute regarding a performance contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit or litigation. Further, please discuss whether your firm has been barred from providing performance contracting or other services in any states.

	1. General Reputation and Performance Capabilities
11. Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Awarding Authority.
12. Provide the number of years Respondent has been engaged in providing renewable energy installation/integration services.
13. Describe the experience the Respondent has had with municipalities and public school systems, particularly in the Northeast and specifically in Massachusetts. Respondents shall demonstrate by example its experience working in facilities similar to the facilities included in this RFP. Provide the number of full-time personnel employed by the Respondent. Please segment the data, as appropriate, into categories of personnel providing services.
14. Provide the number of full-time personnel located in any applicable local or branch office to be utilized for the (Awarding Authority)’s project, and the site address of that local or branch office.
15. Discuss any accreditations or pre-qualifications for work, describing the relevance or importance of such qualifications to the project.

	1. Experience and Project References
16. Fully describe five (5) projects that Respondent has implemented within the last five (5) years. Please list at least five (5) examples of projects in the Northeast, and if possible, specifically in Massachusetts, which included varying types of mixed-use facilities. Provide the number of projects and aggregate dollar value of projects implemented by Respondent each year for the past five (5) years, including the value of the guarantees related to such projects and any shortfall in savings related to such projects. Provide detailed project information for all five (5) reference projects including: customer name, project dates, total project cost at proposal stage, total final project cost, projected annual electricity generation, actual realized electricity generation to date, and any shortfalls. Respondent must also indicate whether the project was completed on schedule and on budget, and if not, explain the reasons for such delay or budget noncompliance.

|  |  |  |  |
| --- | --- | --- | --- |
| Project name/type of property | Yr | Location | Services |
| Financ’g | Constr. | Monitor | G’tees | Train’g | Other |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |

1. Identify projects that involve facilities similar in type, size or scope to the Awarding Authority’s facilities. Describe Respondent’s capability to design and engineer PV power generation systems from 10 to 2000 kilowatts in size including range of engineering staff and disciplines within the Respondent or otherwise committed to the Project.
2. List renewable energy equipment types and sizes that Respondent has actually priced or procured and past experience with those technologies.
3. List renewable energy suppliers that Respondent has worked with and describe the relationship with the supplier.
4. Identify projects that have been managed by individuals who Respondent anticipates will be assigned to the Awarding Authority’s project. Discuss the level of technical/economic expertise of the staff. Provide resumes of the project team members and indicate which branch office each project team member is assigned. For each project team personnel, please list the current projects such employee is currently involved with and the status of the project. Please provide an organizational chart.
5. Provide demonstration of Respondent’s supply contracts or actual PV panel supply and inverter supply for PV power generation projects from 10 to 2000 kilowatts in size.
6. Provide detailed project information for all five (5) including: customer name, project dates, total project cost at proposal stage, total final project cost, projected annual electricity generation, projected annual operations and maintenance cost savings, actual realized electricity generation to date, and any shortfalls
7. Provide references for the Respondent and references for each key person proposed in the submittal to be part of the project team, including the proposed role for each such individual and number of hours each will dedicate. Please include the names, addresses, email addresses, and telephone numbers for reference. It is understood that the Awarding Authority may contact any or all of the above references regarding the project and personnel performance as part of the RFP submittal review process.

	1. Engineering Study
8. Describe Respondent’s approach to the technical design of the project including the methodology Respondent normally uses to compute the performance of the system
9. Describe Respondent’s general approach to conducting an engineering study. Specifically, what is the process? How will the Awarding Authority be involved? Detail the level and depth of the information and resources that will be required of the Awarding Authority.
10. Describe the method(s) used to adjust the output due to such factors as weather, facility use changes, and operating behavioral changes. Describe factors that would necessitate adjustment.
11. List all procedures, formulas, and methodologies including special metering or equipment, which Respondent would use to calculate output.
12. Provide an example of an engineering study for one of the projects described in section a).
13. Discuss Respondent’s application of applying a “risk factor” to annual guaranteed output. Does Respondent’s firm guarantee an annual level of savings less than the estimated output? Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance.
14. Provide a detailed schedule and timeline for the engineering study from signed EMSA to final report.

	1. Construction and Testing
15. Describe protocols related to management of critical path schedule to ensure timely completion, including willingness to post liquidated damages for delays and performance shortfalls. Discuss Respondent’s project management protocols to ensure schedule adherence.
16. Provide a detailed description of each proposed renewable generation system, including the proposed technology, scope, features, installed capacity, and ”cut-sheets” of all equipment to be installed. Also, describe any commitment or guarantee on the use of specific equipment types or their equivalents.
17. For each proposed PV System, provide the design electric power production capacity (kW).
18. Provide a layout drawing for each proposed renewable generation system.
19. Provide an electrical one-line diagram for each proposed renewable generation system, including total inverter size (in MW AC), revenue meter, net metering, and other interconnection details.
20. Describe Respondent’s reporting and client liaison protocols to be employed throughout the construction process.
21. Describe how Respondent would work with current building management and maintenance personnel to coordinate construction activities. Discuss in detail Respondent’s protocols to avoid conflicts with the facilities’ operation and use, and Respondent’s conflict resolution process.
22. Discuss the role Respondent takes in managing subcontractors. Will Respondent oversee all work performed by subcontractors, including any work performed during occupied and unoccupied times?
23. For any design work conducted by third-party experts, please identify whether Respondent takes engineering risk including stamping engineering submittals.
24. Discuss Respondent’s approach to commissioning the system and describe any differences in commissioning Respondent employs. Please provide a copy of a commissioning plan previously executed for one of the five (5) reference customers.
25. Discuss Respondent’s approach to the timing of commissioning and training with respect to the commencement of the warranty.

	1. Methodology of Determining and Guaranteeing Energy Savings

Methods for monitoring, measurement, and verification of guaranteed energy shall conform to the most recent Performance Measurement & Verification Protocol (IPMVP) and standards established by the Federal Energy Management Program of the U.S. Department of Energy.

1. Describe in detail the firm’s methodology to determine electricity generation and explain how this approach will minimize risk and maximize return for (Awarding Authority) over the course of up to 20 years. Include in the description, the firm’s approach to verifying output and addressing changes based on experience.
2. Discuss Respondent’s general approach to applying the M&V protocol.
3. Describe Respondent’s standard measurement and verification procedures, including reporting frequency, reconciliation methods, and timing.
4. Provide a sample measurement and verification report from one of the five reference projects together with an explanation of how Respondent demonstrated, with respect to such report, whether the guaranteed output level was met and if not, the mechanics of how the customer would be compensated. Redacted copies protecting confidential information will be accepted.

	1. Power Generation
5. Describe Developer’s experience in analysis, design, installation, and follow-up services of power generation facilities.
6. Describe size and type of system, economic and physical connection with the grid, installation requirements, regulatory parameters that may impact the system or which, if changed, could impact the system, follow-up services, and other pertinent information.
7. Provide specifications for equipment and materials proposed including brand, model numbers, manufacturer’s specification sheets, warranties, and related information.
8. Describe the potential for a web based interactive component of the electric generation.

	1. Description of the System will include all drawings. Drawings must be stamped by a Massachusetts licensed engineer.

|  |  |  |
| --- | --- | --- |
| SOLAR ENERGY SYSTEM: | Module Manufacturer: |  |
|  | Module rated output (watts): |  |
|  | Module warranty: |  |
|  | Nameplate Capacity of system: |  |
|  | Approximate Annual Energy Production of system (kWh): |  |
|  | Derate factor: |  |
|  | Location: |  |
|  | Preliminary Specifications: |  |
|  |  |  |
| SOLAR ENERGY SYSTEM ASSETS: | Mounting Systems: |  |
|  | Tracking Devices: |  |
|  | Electrical installation company: |  |
|  | Tilt: |  |
|  | Inverters: |  |
|  | Azimuth: |  |
|  | % shaded: |  |
|  | Data monitoring system: |  |
|  | Integrators: |  |
|  | Related Equipment: |  |
|  | Electric Lines: |  |
|  | Permits: |  |

* 1. Service and Maintenance and/or Owner Training

In your responses to the following, include a description of Respondent’s experience with ensuring that equipment warranties and maintenance records are maintained and the requirements of the performance guarantee for savings is met.

1. Provide detailed information on any proposed training programs for Awarding Authority maintenance personnel and staff, including course content, location, and schedule.
2. Describe Respondent’s capability to provide ongoing service and maintenance with Awarding Authority in-house personnel and with third party contractors selected by the Awarding Authority.
3. Provide the numbers of accessible truck based service and maintenance professionals and describe their level of training and experience.
4. State Respondent’s general recommendations as to benefits of contracted service and maintenance vs. training of Awarding Authority personnel.

	1. Pricing Structure
5. Provide the full cost of the project that includes the furnishing of all materials, services, labor, performance and payment bonds, insurance, and other costs incurred in the performance of the contract, signed by an individual authorized to bind the Developer contractually.[[7]](#footnote-7) The bid must be inclusive of all costs including overhead, travel, local transportation, supplies, and materials.
6. Provide a fixed price break up fee. Describe proposed equipment ownership & disposition, and service after the end of the Contract.
7. Provide kWh price information, LCD baseline price, and escalation rate

|  |  |
| --- | --- |
| GUARANTEED ANNUAL ELECTRIC OUTPUT (kWh/year) |  |
| ANNUAL SYSTEM DEGRADATION FACTOR (%per year) | % |
| ELECTRICITY PRICE ($ per kWh during the first Contract Year of the Term) | $ |
| ELECTRIC PRICE INCREASE FACTOR (if applicable % per year) | % |
| NOT TO EXCEED ELECTRICITY PRICE  | $ |
| Local Distribution Company (LDC) |  |
| LDC BASELINE ELECTRICITY PRICE ($ per kWh) | $ |
| PERFORMANCE BOND AMOUNT (100% of project cost) | $ |
| DECOMMISSIONING ASSURANCE AMOUNT (if applicable) | $ |

* 1. Other Factors the Awarding Authority Shall Consider
1. Provide specific information regarding experience and expertise with the various types and uses of buildings and facilities under consideration in this Project, including but not limited to the particular needs of public schools, public safety buildings, historic buildings and closed landfills.
2. Describe the services your firm will provide to identify, abate, and otherwise address hazardous materials that may be present in buildings or facilities under consideration for this Project. Materials may include but not be limited to asbestos and lead.
3. Describe the type, method, formatting, and frequency of the Project reporting recommended and required. The selected Developer shall provide access to records and preserve them for a period of six (6) years after final payment.
4. If applicable, describe any financing options that could be provided by the firm directly or through a third party. The Awarding Authority, however, reserves the right to secure financing from whichever source(s) the Awarding Authority determines is in its best interest.
5. Identify other potential sources of funding including estimated amounts and terms. Describe the potential funding sources that could be applied to any or all potential services, including the firm’s experience(s) in securing such funding, and describe any new sources of funding that may have recently become available but that the respondent has not yet had experience with. Such funding sources may include, but are not limited to grants, sale of renewable energy or carbon credits, etc.
6. Completeness

The Awarding Authority will review each Response prior to the selection process for completeness and adherence to format. A Response will be considered complete if all requested sections and information are included in the proper order.

1. Evaluation of Responses
2. Evaluation Process

The Awarding Authority has established a Program Evaluation Team consisting of Awarding Authority representatives to evaluate each Response. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information as the Project Evaluation Team deems appropriate. The Project Evaluation Team will conduct interviews as required by 225 CMR 10.00 and 225 CMR 19.00, and such additional interviews as it may deem necessary to evaluate the Respondents. The Awarding Authority reserves the right to request or obtain additional information about any and all Responses.

Upon acceptance of a fully documented IGA Report, the Awarding Authority plans to enter into negotiations with the ESCO for an EMSA with a performance term up to twenty (20) years.

1. Key Project Criteria

Respondent’s submittal describes a firm:

1. Whose anticipated project team has an extensive record of highly successful performance contracting experience with facilities similar in type, size, and scope to the Awarding Authority’s facilities.
2. With ample ability to properly staff such a team with the requisite skills and expertise throughout the term of the contract.
3. Who has a history of, and can describe a rational for, using specific measurement and verification protocols (FEMP Option A, B, C, D) to track the performance of specific technologies and ECMs that demonstrates a reasonable balances between risk and cost that is most advantageous to the client.
4. With a history of working smoothly with client staff to collect data necessary for successful completion of the project with the least interruption to staff’s other responsibilities.
5. With extensive experience in performing Investment Grade Audits (IGAs) including establishing energy and water use baselines and baseline adjustments, identifying opportunities, estimating performance of improvements, and proposing reasonable M&V strategies.
6. Committed to completing projects while under a strong contractual incentive(s) to ensure that work is completed on time and to expected performance levels.
7. With a past history of establishing working relationships between client and Respondent that lead to smooth, timely, and full completion of projects including the audit, construction, and M&V phases.
8. Whose protocols used for working with subcontractors and whose commissioning practices resulted in smooth, timely, and full completion of past projects at fair and equitable levels of cost and risk to the client.
9. With a level of experience and understanding of M&V, including annual savings reconciliation and payment of shortfalls, that has demonstrably minimized risk and maximized return for past clients.
10. With a history of developing a balance of contracted services versus training of client staff for ongoing service and maintenance work that minimized clients costs, maximized the use of resources already available to the client, and produced quality service and maintenance programs over the term of the contract.
11. With a history of identifying creative opportunities to employ energy and water efficiency, renewable energy, and combined heat and power and/or district heating solutions to the client’s advantage.
12. With a history of working with clients to identify pricing structures that minimizes risk and maximizes return for the client.
13. With a proven history of understanding client’s goals and developing effective strategies to achieve them.
14. Evaluation Format

Each section or subsection of the Response will be evaluated individually for completeness and to determine the most advantageous option for the Awarding Authority. Each section has been assigned a weight, which will be applied to the category criteria to determine a final score for that criterion.

Scoring will be summarized on a Formal Evaluation Form. The Awarding Authority may adjust the scores following interviews and such additional interviews, as the Awarding Authority may deem necessary to evaluate the Respondents.

**ATTACHMENT X: Evaluation Form**

Firm Name: Date:

Evaluator:

To determine the most advantageous response, the Awarding Authority will evaluate each section and sub-section individually for completeness.

**Section 1**: Minimum Evaluation Criteria

If a response receives a negative "(No)" rating to any requirement in Section 1, it will be deemed non-responsive and given no further consideration.

|  |  |  |
| --- | --- | --- |
|  | **No** | **Yes** |
| 1. | Title page |  |  |
| 2. | DCAM Contractor Certification & Update Statement |  |  |
| 3. | Debarment Statement |  |  |
| 4. | Adhered to format and is complete |  |  |
| 5. | Evidence of bond capability |  |  |
| 6. | Form of legal entity |  |  |
| 7. | Changes in ownership |  |  |
| 8. | Other entity names |  |  |
| 9. | Parent company |  |  |
| 10. | Federal Tax Identification Number |  |  |
| 11. | Financial statements |  |  |
| 12. | Form of performance guarantee |  |  |
| 13. | Lawsuits and/or disputes |  |  |
| 14. | References of other EMS projects |  |  |
| 15. | Massachusetts licensed professional engineer |  |  |

**Section 2**: Skill and Experience

1= Unacceptable 2= Disadvantageous 3= Advantageous 4= Highly Advantageous

|  |  |  |
| --- | --- | --- |
| 1. | Project team has extensive record of highly successful experience with facilities similar in type, size, and scope. |  |
| 2. | Capacity to staff the project team with the requisite skills and expertise throughout the term of the contract. |  |
| 3. | Familiarity with using specific measurement and verification protocols (FEMP Option A, B, C, D) to track the performance of ECMs that demonstrates a reasonable balance between risk and cost that is most advantageous to the client. |  |
| 4. | History of working smoothly with client staff to collect data necessary for successful completion of the project with the least interruption to staff’s other responsibilities. |  |
| 5. | Shows commitment to completing projects on time and to expected level of performance. |  |
| 6. | History of establishing good working relationships with clients throughout the whole project including the audit, construction, and M&V phases. |  |
| 7. | Protocols used for working with subcontractors resulted in smooth, timely, and full completion of past projects at fair and equitable levels of cost and risk to the client.  |  |
| 8. | Level of experience and understanding of M&V, including annual savings reconciliation and payment of shortfalls that has demonstrably minimized risk and maximized return for past clients. |  |
| 9. | History of developing a balance of contracted services versus training of client staff for ongoing service and maintenance work that minimized clients costs, maximized the use of resources already available to the client, and produced quality service and maintenance programs over the term of the contract. |  |
| 10. | History of working with clients to identify pricing structures that minimizes risk and maximizes return for the client. |  |
| 11. | History of understanding client’s goals and developing effective strategies to achieve them. |  |
| 12. | Demonstrates good commissioning practices. |  |

**Section 3**: Comparative Evaluation Criteria

|  |  |
| --- | --- |
| **RATING CATEGORY** | **Score** |
| **Relevant Company Experience (10,000 foot view)*** Company-wide Experience and Capability
* Local Experience and Capability
* Technical Approach and Capability
* Experience of Similar Projects
* Record of Satisfactory Performance
* Financial Soundness
 |  |
| **Project References*** Five (5) Relevant Complete References
* Proven Success with Similar Projects in Massachusetts
* Proven Success with Similar Projects in New England
* Demonstration of Project Performance
* Proven Success in Meeting Client Goals
 |  |
| **Personnel Experience*** Qualifications of Assigned Management Personnel
* Qualifications of Assigned Technical Personnel
* Qualifications of Assigned Construction/Site Personnel
* Qualifications of Assigned Commissioning Personnel
* Qualifications of M&V Staff
 |  |
| **Project Approach*** Comprehensiveness of Overall Proposed Approach
* Technical and Engineering Approach
* Construction Management Approach
* Operations and Maintenance Approach
* Training Approach
* Commissioning Approach
 |  |
| **Measurement and Verification*** Comprehensiveness of Overall Proposed M&V Approach
* Demonstration of Achieving Guarantees
* Approach to M&V Reporting, Reconciliation and Shortfall Payment
* Approach to M&V Leads to Reasonable Balance of Risk and Cost
 |  |
| **Cost and Pricing*** Cost of the kWh
* Approach to Contract Pricing (Open/Closed/Hybrid)
* Competitiveness of Markups
* Margin Pancaking
* Approach to incentives
 |  |

Total points\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Decommissioning removes all equipment and restores the site to its original condition (if applicable). Implementation of the plan occurs upon discontinuance of operations, abandonment, or termination of the project. [↑](#footnote-ref-1)
2. “Energy Conservation Projects”, Projects to promote Energy Conservation, including but not limited to energy conserving modification to windows and doors; caulking and weather stripping; insulation, automatic energy control systems; hot water systems; equipment required to operate variable steam, hydraulic and ventilating systems; plant and distribution system modifications, including replacement of burners, furnaces or boilers; devices for modifying fuel openings; electrical or mechanical furnace ignition systems; utility plant system conversions; replacement or modification of lighting fixtures; energy recovery systems; on-site electrical generation equipment using new renewable generating sources as defined in M.G.L. c. 25A, § 11F; and cogeneration systems.
 [↑](#footnote-ref-2)
3. “The renewable energy management services contract shall include a written guarantee of the qualified provider that either the amount of electricity generation guaranteed shall be achieved or the qualified provider shall reimburse the awarding authority for the shortfall amount. Methods for measurement and verification of energy savings shall conform to the most recent standards for renewables established by the Federal Energy Management Program of the United States Department of Energy.”   [↑](#footnote-ref-3)
4. Awarding Authorities must file a complete RFP, including facility description, fifteen Business Days before submitting the document to the Central Register. [↑](#footnote-ref-4)
5. The [Division of Insurance](http://www.mass.gov/ocabr/government/oca-agencies/doi-lp/mass-div-of-insurance.html) (DOI) administers the laws of the Commonwealth as they pertain to the protection of the insurance consumer through the regulation of the insurance industry. [↑](#footnote-ref-5)
6. The [Department of Labor Standards](http://www.mass.gov/lwd/labor-standards/prevailing-wage-program/) (DLS) issues prevailing wage schedules to cities, towns, counties, districts, authorities, and agencies of the commonwealth for construction projects and several other types of public work. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project.

[(Mass. General Laws c149, s.26 to 27H)](http://www.state.ma.us/legis/laws/mgl/149-26.htm). [↑](#footnote-ref-6)
7. Developers/ESCOs must provide a 100% performance bond during the construction period. [↑](#footnote-ref-7)