Model Request for Proposal Comprehensive Project

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INSTRUCTIONS FOR USE OF

MODEL REQUEST FOR PROPOSAL

FOR COMPREHENSIVE PROJECT

UNDER

225 CMR 10.00

Disclaimer

This document is a model Request for Proposal (RFP) with provisions to use in procuring Energy Management Services (EMS) for comprehensive projects under Chapter 25A §11C and 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.

**ACKNOWLEDGEMENTS**

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This model RFP contains provisions for the installation of comprehensive energy and water conservation measures. Also provided are attachments for the required site description, a response form, an evaluation form, and a model contract.

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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 *RFP Compliance Certificate* found on DOER’s web site.
4. File the solicitation electronically with DOER **at least 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. DOER has **at least fifteen business days** to review submitted documents.

1. Upon receipt of the proposed RFP, DOER will review the submission to determine whether it is complete and satisfies all filing requirements.
2. If the proposed RFP filing is deemed incomplete, **within ten business days** DOER shall identify all information necessary to complete the filing and notify the LGA in writing. Upon receipt of a complete RFP filing, DOER will review for compliance. DOER does not review incomplete filings.
3. If the proposed RFP complies with the regulations, DOER will acknowledge in writing that the RFP satisfies all the requirements; if not in compliance, DOER will provide specifics. If DOER requires additional time to review proposed RFPs, DOER will notify the LGA in writing.
4. The LGA shall not issue and publish the RFP until it receives an acknowledgment of compliance 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 proposed RFP is complete, then the LGA may submit it to the Secretary of the Commonwealth for publication in the Central Register under General Contracts.

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

**Allowable Purchases**

Under an EMS contract, the Contractor provides a service package of retrofit measures to improve energy efficiency. The scope of the improvements can range from work that affects a single part of a building's energy-using infrastructure (such as lighting) to a complete package of improvements for multiple buildings and facilities.

Multiple measures can improve all energy-using systems within a building (i.e., lighting, heating and cooling, controls, etc.). Multiple measures with a composite (combined) economic payback of up to seven years and individual measures with longer paybacks are good candidates when the expected life span of the measure exceeds its cost-recovery period.

* Equipment:One may use EMS to purchase a wide variety of building equipment or renewable technologies. Energy-efficient lighting, heating, ventilating, and air-conditioning systems, energy management control systems, motor replacements, and variable-speed drives for pumps and fans are common improvements.

One may not procure the services of an owner’s agent or consultant using c. 25A. One may not procure meters (such as water meters) as an energy conservation measure. Meters may be installed only as a tool to measure actual energy or water savings, or as a strategy to measure onsite electricity generation.
* Miscellaneous Services: Because any equipment installed is ultimately owned by the facility, the Contractor also provides documentation for all installed equipment, including as-built drawings and operating manuals. The Contractor trains the on-site facility staff to operate and maintain the equipment. In some cases, the costs for facility staff to attend training programs provided by equipment manufacturers can be included in the project costs.
* Operations and Maintenance Services: In addition to equipment installation, documentation, and owner training, the Contractor may propose various repair and maintenance services. Typically, Contractor s propose repairs to existing systems, such as re-installation of damaged or missing controls or repair of leaks in chilled water piping. They may also offer to take responsibility for long-term maintenance and repairs to all new equipment installed during the term of the contract. The Contractor may also offer to take responsibility for maintenance and even operation of existing equipment. All of these services may be included as part of the proposal, if requested by the owner.

The model RFP begins on the next page.

The \_\_\_\_\_\_\_\_\_\_ (Awarding Authority) seeks proposals, pursuant to 225 CMR 10.00, from qualified providers (Contractor) interested in implementing a comprehensive, performance-based, Energy Conservation Project[[1]](#footnote-1) (Project) with guaranteed energy savings[[2]](#footnote-2) at its buildings and facilities. The Awarding Authority intends to select and enter into an Energy Management Services Contract (Contract) with the most highly qualified provider offering the best value to the Awarding Authority 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][[3]](#footnote-3)  |
| 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 also known as an Energy Services Company (ESCO).

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 section 11C or 11I 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.

Established Baseline. A written description of previous fuel, energy, and water consumption data and operating and maintenance costs for the past three years, including, but not limited to, future capital replacement expenditures avoided as a result of equipment installed or services performed. The description shall be included in the RFP.

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.

Guarantee of Savings. The written guarantee of a Contractor, warranting the energy savings to be derived from a particular Energy Conservation Measure, Energy Conservation Project, Energy Management Services, or Energy Savings. Such written guarantee shall include a detailed description of the cost of the energy or water conservation or usage measures, all causally connected work, and ancillary improvements provided for in the contract. The guarantee shall state the annual savings expressed in applicable energy units or (if water savings) in gallons per year and be based on dollars saved by reference to established unit rates.

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.

Investment Grade Audit (IGA). An Energy Audit that includes a detailed evaluation of the Energy Conservation Project cost, including but not limited to the investment opportunities for Energy Conservation Measures, operations and maintenance. The IGA shall provide a return on investment that represents an optimized bundle of short-term payback Energy Conservation Measures combined with long-term payback Energy Conservation Measures to meet Local Governmental Body Energy Savings and financial goals.

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.

Responsive Offeror. A person who has submitted a proposal, which conforms in all respects to the RFQ and who possesses the skill, ability, and integrity necessary to faithfully perform the work, based upon a determination of competent workmanship and financial soundness in accordance with M.G.L L. c. 149, §44D.

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 section 11C or 11I, 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 section 11C or 11I 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 Facility(s) 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

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.

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.

1. GENERAL INFORMATION

The Awarding Authority seeks proposals from qualified providers interested in implementing a comprehensive, performance-based Energy Management Services Project[[4]](#footnote-4) at its facilities identified in Attachment X: *Facility Profile*.

This Project will upgrade facilities and optimize utility and operating budgets through a comprehensive infrastructure revitalization process. It will ensure continued and/or improved peak efficiency through proactive maintenance and service programs and training, customized for the Awarding Authority staff, buildings, and facilities. The Awarding Authority intends to leverage energy savings to fund the cost of the Project to the greatest extent possible so the cost of implementing efficiency measures is paid for in whole or in part by the energy and water savings guaranteed from the project by the chosen vendor. The Awarding Authority may consider additional improvements resulting in an overall project that ensures a comprehensive renovation of facilities.

The Project should include a comprehensive range of energy conservation measures[[5]](#footnote-5) and services including, without limitation, (a) a detailed energy audit[[6]](#footnote-6) (b) the installation or modification of new and existing equipment to reduce energy and water consumption associated with heating, ventilation, and air conditioning system, lighting system, building envelope, domestic hot water system, and other energy and water using devices, (c) performance-contracting utility-demand reduction projects, (d) innovative project financing (optional at the Awarding Authority’s sole discretion), (e) proactive maintenance and service programs and staff training, and (f) the work associated with monitoring and verifying project savings and the study and/or design of the subject work.

Payments for all services must be indexed to measured reductions in energy and water cost savings and there will be no up-front costs to the Awarding Authority. Contractors may wish to enhance their Proposals by considering participation in any utility programs.

In accordance with 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 shall complete and sign a Request Form to obtain CORI. The Contractor shall be responsible to have all of its Contractors complete and sign the form.

1. TERMS OF PROPOSAL
	1. 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]. The Proposal shall include:

1. The complete range of conservation services being offered to the Awarding Authority (i.e., auditing, equipment selection and installation, rate monitoring, operation and maintenance strategy, training of facility personnel, commissioning, disposal of ballasts with PCBs, disposal of lamps with mercury, treatment of CFCs in refrigeration systems, etc.) to provide energy and water efficiency upgrades at no up-front cost to the Awarding Authority and to use the money saved to increase building performance to national energy performance ratings[[7]](#footnote-7), including the installation of renewable energy projects where feasible.
2. Any available utility rebates, RET funds, etc., that facilitate the incorporation of renewable energy resources, demand resource programs, and/or grants for the renovation of schools with high performance standards.
3. A complete structural review of the Awarding Authority’s buildings to determine viability of retrofitting them with photovoltaic installation on roofs including application of any available grant funds.
4. A review of maintenance and operation procedures of each facility against potential energy saving options.
5. Where applicable, the installation of integrated energy management systems for all facilities.
6. A review of energy source (e.g., electric, natural gas, or heating oil) to identify potential alternatives for each facility to meet the Awarding Authority’s greenhouse gas emission reduction targets.

1. A guarantee of local support services (especially if your firm is not Massachusetts based) identifying and describing the organization, experience, and relationship of the firm to local resources necessary for fulfilling the contract terms.
2. A preliminary assessment of the energy and water cost savings available that is based on the consumption and facility profile provided in Attachment X: *Facility Profile*, plus the facility tour. List all problems/systems that your proposed modifications will address. State any exceptions to RFP requirements.

 For power and/or heating plant improvements, a description of the following elements must be included if they are part of the proposed systems:

|  |  |
| --- | --- |
| * New boiler (type, size and quantity)
 | * Combustion air
 |
| * Feed water system (pumps/ DA tank)
 | * New electrical MCC’s/transformers
 |
| * Blow down system(s)
 | * Emergency power (generator/UPS)
 |
| * Condensate pump/tank
 | * Co-generation
 |
| * Fuel oil/gas main
 | * Chillers and related systems (ch. wtr. and cond. wtr. pumps)
 |
| * Fuel tanks, etc
 | * Campus steam and condensate distribution piping
 |

In addition, a basis of design describing the level of redundancy and automation to be incorporated into the proposed power and/or heating plant improvements must be provided. Responders must include an indication of the level of commissioning provided.

1. Both the longest individual and combined paybacks in which Contractor will invest. NOTE: Under 225 CMR 10.00, energy management services contracts may include terms of twenty (20) years or less.
2. For each proposed ECM, the expected method of measurement and verification, based on the most recent version of the Federal Energy Management Measurement and Verification Guidelines (FEMP Guidelines) that will be used to measure and verify their performance throughout the contract period.
3. A list of all equipment that will become property of the Awarding Authority upon installation and upon expiration of the contract. 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 each proposed equipment installation measure.
4. A list of all maintenance services required for proposed improvements. Include the frequency and estimated time necessary to complete each function. The Awarding Authority’s facility staff normally performs routine maintenance on equipment and building systems. If your Proposal contains additional maintenance services, state specifically how the cost and terms would differ if all equipment and systems were maintained by (A) facility staff, or (B) your firm. The Awarding Authority will not accept any measure that requires hiring additional maintenance staff unless previously and specifically agreed to in writing.
5. 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.
6. A description and schedule indicating any training of facility staff to be offered by the Contractor.
7. An evaluation of the potential for incorporating renewable energy technologies for this project including onsite electricity generation.
8. The method for computing the energy baseline and subsequent energy savings 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.
	1. Firm’s Abilities

1. Please provide the resumes of project team members, including the prime Contractor, the Project/Construction Manager, and any subcontractors. Provide a description of each team member’s respective responsibilities. *Note: 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). Please provide a minimum of three (3) project references for the proposed project team members. These project references should be of the same size and type of project as the Project.
	1. Finance Options

Financing for performance contracts may be provided in a variety of ways. Respondents shall include information regarding financing through a third party. Other financing mechanisms may be included in the Proposal provided they are paid out of energy savings and the Contractor guarantees the savings. The Awarding Authority reserves the right to secure financing from whichever source(s) it determines is in its best interest.

The Selection Committee will weigh the merit and value added to the Awarding Authority by any proposed financing source or financing model. The Contractor should note if any part of the Proposal is conditional upon the Awarding Authority utilizing an identified financing source or proposed model and describe any way in which rejection of the financing proposal would change any other part of the Proposal.

At a minimum, the Contractor must cooperate with the Awarding Authority in obtaining financing. This cooperation may include the provision of backup or supplementary information to support the Awarding Authority’s financing application, answering questions orally and in writing to one or more prospective financing entities, and providing adequate disclosures in connection with the due diligence of a financing entity.

All applications or requests for financing, grants, or other assistance made by the Contractor on the Awarding Authority’s behalf are subject to review and approval by the Awarding Authority prior to submission.

* 1. Guaranteed Energy Savings
1. State the projected and guaranteed annual energy and water savings to be generated by the Project over the life of the contract (in terms of percentage of budget, energy units, water units, and total dollar value). Indicate what portion of dollar savings, if any, is due to non-energy (or non-water) saving measures, such as rate changes or fuel switches. Specify total cost to awarding authority.
2. Specify the total investment that will be made by Contractor to realize these savings. Break out the total investment into two categories: capital investment and supporting investment. Under the capital investment category, identify the estimated costs for equipment that Contractor plans to purchase and for labor/installation. Under the supporting investment category, identify the costs for items such as engineering design, project management, training, maintenance, and any other project related expenses. Specify Contractor’s total investment for each proposed energy conservation measure.

Describe the financial terms upon which the Proposal is based. Include sources of money and costs and risks associated with it; the paybacks and return on investment you require; and the value of tax benefits and other non-energy specific values in determining your profits from this project. If funds are to be raised from a third party or investment pool, please attach the offering memorandum to the limited partnership or investors, or one from a prior, similar arrangement.

1. Provide an energy price floor and a corresponding ceiling and indicate the basis for these figures.
2. Provide a cash flow statement of proposed savings allocations (see, Attachment X: *Cash Flow Statement*). Use an energy cost escalation rate of (X) percentage per year and a water cost escalation rate of (X) percentage per year for these calculations.[[8]](#footnote-8) To provide an equitable basis for evaluating Proposals, the Awarding Authority has developed and included on the attached forms energy and water baselines against which savings can be measured. These baselines will only be used for comparison; it is not intended to represent the baseline that will be established during contract negotiations. The cash flow statement should clearly indicate expected guaranteed savings allocations for each year of the contract. Please specify all assumptions used in constructing the cash flow statement at the bottom of the chart. The Awarding Authority will not consider proposals with a guarantee based solely on an escalation in unit fuel prices in any year of the contract.

*Note: Contractors are not expected to escalate their guaranteed dollar savings in accordance with these baseline escalations. Contractors will be held contractually to both the annual and total guaranteed dollar savings identified in the cash flow, regardless of any mistaken escalation in guaranteed savings cash flow identified in the spreadsheet.*

1. Quantify any available utility rebates. Specifically, provide a utility company contact name, rebate program summary, capital value of rebates, and type of payment plan. It is the Contractors’ responsibility to: 1) determine all incentives and credits offered by the local utility serving the facility or any tax incentives, 2) coordinate with awarding authority to prepare the documentation required to apply for credits, rebates, incentives, and effectively apply for them, and 3) address IRS regulation owner/agency transactions to fully support successful leveraging of credits and incentives

1. The guaranteed savings provision shall be fully defined in the EMS Agreement and shall be the measured reduction in fuel, energy, water, and operating or maintenance costs resulting from the implementation of the Scope of Services defined in the EMS Agreement. Such guaranteed savings shall be determined when compared with an established baseline of previous fuel, energy, water, and operating or maintenance costs, including, but not limited to, future capital replacement expenditures avoided as a result of equipment installed or services performed pursuant to the EMS Agreement.

The selected Contractor shall provide the Awarding Authority with a written guarantee that either the amount of energy and water savings guaranteed will be achieved on an annual basis or the Contractor shall reimburse the Awarding Authority for the full shortfall amount each year for which the shortfall exists. Methods for measurement and verification of guaranteed savings shall conform to the most recent standards established by the Federal Energy Management Program of the U.S. Department of Energy.

The value of guaranteed savings may represent either all or part of annual payments at the discretion of the Awarding Authority. The overall term of the EMS Agreement, including the performance term shall not exceed 20 years. The guarantee shall be a first party direct guarantee from the Contractor to Awarding Authority. No third-party guarantee shall be allowed, except however, corporate guarantees from a parent company of the Contractor will be considered. All savings in excess of the guaranteed savings shall be the sole property of the Awarding Authority.

 Savings = Baseline Energy-Post Installation Energy + Adjustments[[9]](#footnote-9)

1. Please state the proposed length of contract. Explain how the equipment ownership will be transferred at the conclusion of the contract. Describe how the value of the equipment will be calculated upon contract expiration. Also, describe any early termination/buyout options offered by your firm.
2. Describe any federal and state tax benefits the Contractor expects to claim concerning its investment.

Please include any other information that you would like the evaluation committee to consider in its analysis of the Proposal.

1. ENERGY Audit Agreement

The Proposal must include the performance of a detailed technical energy audit (“Energy Audit”), of acceptable quality to the Awarding Authority. The Energy Audit, prepared under an Energy Audit Agreement (“Agreement”) is a more in-depth and comprehensive economic and physical analysis of conservation measures proposed in response to this RFP. It compares alternatives when requested by the Awarding Authority and further specifies equipment, materials, subcontractors, scheduling, and other details. If a satisfactory Agreement is not executed within [Insert] days of the award, then the Awarding Authority shall have the right to withdraw the award and make the award to the next ranked Contractor. The Energy Audit is subject to acceptance by the Awarding Authority and together with any revisions becomes the specifications for the Contract.

1. Audit Agreement

The Agreement shall use the Model Energy Audit Agreement (Attachment X: *Investment Grade Audit Agreement*), and include, at a minimum:

* A facilities and maintenance assessment
* An investment quality comprehensive energy audit report for a comprehensive and sustainable conservation and renewable program
* A proposed technical scope of work for construction/implementation of the Contractor’s recommendations including facility improvements and maintenance and/or owner training programs
* Proposed methods of measurement and verification of guaranteed savings that conform to the most recent standards established by the Federal Energy Management Program of the United States Department of Energy.
* A Guaranteed Energy Savings proposal.

Upon completion of the Energy Audit, the Contractor will provide the Awarding Authority with a detailed written report (Audit Report) containing:

1. A fixed minimum guaranteed annual energy savings, measured in kWh, BTUs, or other appropriate unit of energy. The annual energy savings are guaranteed (with no carryover from previous years or to subsequent years) by the Contractor. If these savings are not realized during the annual guarantee period, the Contractor will reimburse the owner for the shortfall. Any excess savings remain the property of the awarding authority.
2. The cost of each measure including the expected life and payback period.
3. A fixed maximum guaranteed cost of the project.
4. Audit Report

The Audit Report must include the following:

1. Facility profile of building characteristics and energy and water use.
2. Determination of the total annual cost to operate and maintain the existing energy and water systems in each building.
3. Description of energy and water systems and the power plant.
4. The methodology used for the lighting system component of the audit shall be as follows:
5. To ensure consistency in the lighting system component of the audit, the abbreviations for lighting systems shown below should be used.

C Compact fluorescent EE Energy efficient lamp

HW Hard wired fixture HO High output lamp

LV Low voltage VHO Very high output lamp

FIXT Fixture STD Standard Ballast

BX Biax/Twin tube lamp NEW New fixture

R Reflector SI Screw in lamp

T/TW Tandem wire PAR/P Parabolic lens

MV Mercury vapor lamp WRAP Wrap style fixture

MH Metal halide lamp T8 T8 Lamp/Elect. ballast

Lens/Rep Lens replacement HPS High pressure sodium lamp

EEMAG Energy efficient magnetic LED Light Emitting Diode

b. To insure accuracy regarding the type of ballast or lamp type, a percentage of each fixture type must be opened to determine the manufacture and model of number of the ballast, and the number of lamps and lamp type. A random sample of at least 30 fixtures of each type must be opened.

1. Allocation of total energy and water among end uses including:

a. Heating

b. Air Conditioning

c. Domestic Hot Water

d. Fans & Pumps

e. Lighting, indoor and outdoor

f. Equipment

g. Standard and any other major water uses (laundry, irrigation, and pool)

 Allocation must be reconciled with actual usage. The allocation must be based on at least a bin[[10]](#footnote-10) calculation and consider:

a. Documented hourly occupancy patterns

b. Heat gain/loss analysis to include:

 i. shell losses/gains: roofs, walls, glass

 ii. air flow losses/gains: infiltration, ventilation

c. Equipment performance

Heating and cooling crossover temperatures resulting from the analysis should be noted (these may vary with operating conditions.)

1. List of recommendations. For each of the proposed improvements, the Contractor shall develop costs and annual savings. The savings shall be calculated using the same method described above and shall consider the interactions among measures. The total annual cost to operate and maintain the proposed conservation measures in each building shall be determined.
2. Exploration of appropriateness of current utility rates and available incentive/rebate programs.
3. Energy usage for the last three fiscal years (to be provided by the facility).
4. The audit must be stamped by a Massachusetts Registered Professional Engineer.
5. Contractor’s proposed baseline and proposed annual adjustments. Inventory of all energy using equipment and appliances during base year.
6. The method utilized for determining actual energy and water savings by the Contractor that agree with the most recent version of the FEMP Guidelines.
7. Acceptance of the Audit

As part of its consideration of the Audit Report and the recommendations of the successful Contractor, the Awarding Authority may, in its sole discretion and prior to the execution of the Contract, elect to proceed with all or any portion of the Proposal. The Awarding Authority may also elect to proceed with certain improvements on a “phased” basis, whether over a period of months or years if it determines that proceeding with all of the selected improvements simultaneously is not in the best interests of the Awarding Authority.

If the Awarding Authority decides not to enter into a Contract with the Contractor after the Energy Audit, even though the proposed contract terms meet all the conditions set forth in the RFP, the Awarding Authority will pay costs under the Agreement. However, the Awarding Authority may refuse payment for the Energy Audit if (a) the savings identified in the Proposal vary more than 15% from the proposed savings identified in the Energy Audit, (b) the projected value of the net benefit to the Awarding Authority set forth in the Proposal differs by more than ten percent (10%) of the corresponding purchase option price provided in the Energy Audit, or (c) any purchased option price set forth in Energy Audit is greater than one hundred and ten percent (110%) of the corresponding purchase option price provided in the Proposal

1. Minimum Contractual Terms

The Proposal shall conform to the terms and services in the Model EMS Contract, found at Attachment X: *Model EMS Contract*, 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 Energy Services

1. The CONTRACTOR will be required to work with current operating and maintenance personnel, training and overseeing their work on a pre-planned and programmed basis. The facility maintenance responsibilities will be clearly delineated in the Contract. In addition, the Contractor will develop for the maintenance staff 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, unless contract negotiations produce an explicit exemption from this rule for a specific installation (such as the agreement to include cogeneration as part of the project).
2. All energy systems in the Awarding Authority’s buildings must be considered in this project. These systems include but are not limited to space heating, domestic hot water, air conditioning, ventilating, pumps and motors, interior and exterior lighting, energy management system, and all other water and energy uses, including laundry and irrigation. The Awarding Authority is responsible for determining end-use condition requirements at all times, and must have override capability to deal with emergencies, malfunctions, or extra-ordinary needs. Contractor Proposals may include maintenance services for all equipment installed for the full length of the contract. At all times, the requirements of the Massachusetts Building Code shall be met.
3. The Contract must require the Contractor to 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.
4. Minimum acceptable illumination must be kept for the use intended. Light levels within other space types should be determined using the most current Illuminating Engineering Society guidelines based upon the tasks performed. Please note bench testing and test retrofits may be requested to verify illumination levels. In areas where light levels are specifically mandated by code, light levels must meet these requirements at all times.
5. All ballasts are suspected to contain PCBs unless they are specifically labeled otherwise. Further inquiry and clarification of PCB ballast storage and disposal can be obtained from the Massachusetts Department of Environmental Protection.
6. Disposal plans must be documented and appropriate transportation and disposal documents prepared before disposal. Actual disposal must be documented immediately after disposal.
7. Lamp Ballasts Containing PCBs: The Contractor will be responsible for the proper handling and storage of fluorescent lamp and HID fixture ballasts containing or suspected of containing PCBs in accordance with applicable local, state, and federal laws and regulations.
8. Lamps Containing Mercury: The Contractor will be responsible for the proper handling, storage, and transportation of fluorescent and HID lamps, as necessary, in accordance with applicable local, state and federal laws and regulations.
9. The Contractor will use a method for computing the energy baseline and subsequent energy savings which is wholly 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).
10. The Contractor is responsible for providing the owner with an energy conservation measurement (ECM) commissioning plan that assures the Awarding Authority that the performance of the ECMs achieves facility and/or process performance requirements as set out in the Contract. ECM Commissioning is to be accomplished through a process of verification and documentation. Furthermore, commissioning requirements must be: 1) specified in the Contract, 2) defined explicitly after design, 3) implemented during construction, 4) completed prior to final project acceptance, and 5) followed-up on after acceptance.

**Part 2:** Required Contractual Language

1. Terms of the Contract 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.
2. 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 or equipment offered is equal to those specified, and the decision of the Awarding Authority shall be final.
3. 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.
4. The necessary rights-of-way for any construction to be done across or in private property will be obtained by . 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.
5. The Contractor shall obey and abide by all laws of the Commonwealth of Massachusetts relating to the employment of labor and public work and all ordinances and requirements of the Awarding Authority regulating or applying to public improvements.

The Contractor agrees not to discriminate against any employee or applicant for employment, to be employed 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.

1. 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 which approval shall not be given until the Contractor submits to the Awarding Authority a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Awarding Authority may require.

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 directly employed by it. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Awarding Authority.

The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or its right, title or interest in the same or any part thereof, without the prior written consent of 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 consent of the Awarding Authority.

1. 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.
2. Contractor must carry an appropriate level of insurance for both the construction and operations phases
3. 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:
4. Prior to entering into a 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;
5. 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;
6. 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 bonk in duplicate;
7. Unless otherwise specified by the Awarding Authority, the performance and payment bonds shall remain in effect during the total implementation period for all ECMs. The ECM implementation period shall include all time required for installation, testing, measuring initial performance, and Awarding Authority acceptance of all installed ECMs;
8. The performance bond shall be released upon Awarding Authority acceptance of all Contractor -installed ECMs. 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; and,
9. 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.
10. The Contractor will maintain and operate the equipment in a manner that will provide the accepted standards of service and comfort (i.e.; heating, cooling, hot water, lighting and so forth).
11. Arbitration: [Insert Arbitration Language]
12. Within two months of contract execution, the Contractor will begin implementation of preliminary operations and procedures to save energy and/or water at the named properties of the Awarding Authority.
13. The Awarding Authority retains ultimate approval over 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.
14. 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.
15. Contractor is required to pay minimum wage rates for all employees involved in providing contract services, as determined by the Division of Occupational Safety[[11]](#footnote-11). Please note wage rates are valid only for 90 days from date of issue. Further inquiry and clarification of prevailing wage laws can be obtained from the Massachusetts Division of Occupational Safety.
16. All work shall meet the minimum standards of ASHRAE and the Massachusetts Building Code.
17. 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.
18. Prior to contract termination, the Contractor will be obligated to perform a walk-through survey of the facility 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.
19. 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 contract termination.
20. 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.
21. 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: PROPERTY DESCRIPTION**

Provide the following information for each facility in the RFP. Provide three years of energy data specifying the year. Add columns needed for each year. Excel version available at <http://www.mass.gov/eea/energy-utilities-clean-tech/green-communities/ems.html>

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | Year |  | Square | Electricity | Natural Gas | Oil | Water | Propane |
| Facility | Address | Built | Type | Feet | kWh/year | $/year | Therms/year | $/year | Gals/year | $/year | Gals/year | $/year | Gals/year | $/year |
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ATTACHMENT X: RFP Form of Response

Response Title Page

|  |  |
| --- | --- |
| To: |  |
| ESCO: |  |
| 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 \_\_\_\_\_\_\_\_\_\_\_\_\_.

Section II – Statement of Qualifications Format and Preparation Instructions

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 eight (8) copies of your response, and one single-file electronic version.

1. **Table of Contents**

Statements of Qualifications shall include a table of contents properly indicating the section and

page numbers of the information included.

Statements of Qualifications shall include a table of contents properly indicating the section and

page numbers of the information included.

1. Contractor Qualifications Data

	1. Minimum Required Items
2. Proposal completeness and adherence to format. Substantial conformity with the specifications and other conditions set forth in the request for qualifications.
3. References of other energy savings contracts performed by the qualified providers.
4. Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7) and Update Statement (DCAM Form CQ3)
5. Quality of the products proposed
6. Methodology of determining energy savings
7. Time specified in the qualifications for the performance of the contract.
8. General reputation and performance capabilities of the qualified providers.

	1. Other Required Items
9. Evidence of bond capability of at least five (5) million dollars 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.
10. Form of legal entity and year entity was established.
11. Describe any changes in ownership status over the past ten (10) years.
12. Other entity names, if any.
13. Ultimate parent company, if applicable.
14. Federal Tax Identification Number for Respondent
15. 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.
16. Performance Guarantee. Describe the form of guarantee that the Respondent will be providing in respect of the Project, and its associated cost. 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.
17. Describe any other factors which 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 which 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.
18. 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
19. Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Awarding Authority.
20. Provide the number of years Respondent has been engaged in providing ESPC services.
21. 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. Please list at least five (5) examples of EMS projects in the Northeast, and if possible, specifically in Massachusetts, which included varying types of mixed-use facilities.
22. Provide the number of projects and aggregate dollar value of EMS 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.
23. Provide the number of full-time personnel employed by the Respondent. Please segment the data, as appropriate, into categories of personnel providing EMS services, Non-EMS Operations/Maintenance Services and Non-EMS Equipment Installation Services.
24. Provide the number of full-time EMS 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.
25. Discuss any accreditations or pre-qualifications for EMS work, describing the relevance or importance of such qualifications to the project.

	1. Experience and Project References
26. Fully describe five (5) EMS that Respondent has implemented within the last five (5) years. Matrix of Performance Contracting Projects – Insert in Tab 4 a table summarizing Respondent’s performance contracting or related projects and indicate the services performed in connection with each. A table similar to the following would be preferred:

|  |  |  |  |
| --- | --- | --- | --- |
| Project name/type of property | Yr | Location | Services |
| Audit | Financ’g | Constr. | Monitor | G’tees | Train’g | Cogener. | Other |
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1. Identify projects that involve facilities similar in type, size or scope to the Awarding Authority’s facilities.
2. 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.
3. 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 energy and water cost savings from IGA, projected annual operations and maintenance cost savings, actual realized annual cost savings to date, and any annual savings 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.
4. Provide a list of technologies implemented for each of the five (5) reference projects. For each technology, Respondents must provide the specific measurement and verification protocol implemented (FEMP Option A, B, C, D) along with the rationale Respondent used in selecting the specific FEMP Option.
5. 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. 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. Investment Grade Audit
6. Describe Respondent’s general approach to conducting an IGA. 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.
7. Describe Respondent’s approach to the technical design of the project including the methodology Respondent normally uses to compute the baseline(s) of energy and water use, as well as the performance of improvements.
8. Describe the method(s) used to adjust the energy, water, and O&M baseline due to such factors as weather, facility use changes, and operating behavioral changes. Describe factors that would necessitate adjustment.
9. List all procedures, formulas, and methodologies including special metering or equipment, which Respondent would use to calculate energy, water, and O&M savings.
10. Does your firm use multiple baselines for different ECMs? If so, please discuss approach.
11. Discuss the frequency of baseline adjustments, if any, define the drivers that influence such adjustments and how frequently such data is collected.
12. Discuss Respondent’s approach to identifying and quantifying interactivity between ECMs throughout the optimization process, specifically during the winnowing process performed in collaboration with the Awarding Authority.
13. Provide an example of a comprehensive IGA developed by Respondent for a project where the specific project team proposed for the (Awarding Authority) was involved and completed similar work as contemplated for this project. Provide a sample bound copy of the IGA as an attachment. This IGA must include energy and economic methodologies and engineering approaches.
14. Discuss Respondent’s approach to relying on energy and non-energy related operational savings in the savings calculation supported by the guarantee.
15. Discuss Respondent’s application of applying a “risk factor” to ECM-specific annual energy savings. Does Respondent’s firm guarantee an annual level of savings less than the projected savings? Discuss how this “risk factor” is determined, whether it is ECM specific and if O&M activities contracted to the ESCO (rather than performed by the Awarding Authority) has any impact on such “risk factor”.
16. Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or capital savings.
17. Provide a detailed schedule and timeline for the IGA from signed IGA Agreement to final IGA Report. Please assume a notice to proceed date for the IGA of February 1, 2009.

	1. Construction and Commissioning
18. 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.
19. Describe Respondent’s reporting and client liaison protocols to be employed throughout the construction process.
20. 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.
21. Discuss Respondent’s perspective on integrating customer contractors into the EMSA. If desired by the Awarding Authority, is Respondent willing to solicit qualifications and expertise from local area contractors provided such contractors meet Respondent’s requirements?
22. Describe standards of comfort and functionality that Respondent would propose for light levels, space temperatures, ventilation rates, etc. in the facilities. Specifically discuss the application of these standards in municipal buildings and the public school environment. Also, describe how Respondent anticipates those standards would be maintained throughout the term of the EMSA.
23. Discuss how Respondent will ensure that the Awarding Authority is not exposed to “margin pancaking” by using specialty subcontractors (defined as those subcontractors that provide full turnkey services including engineering, design, and installation). Will Respondent reduce its overhead markup on those services provided by specialty subcontractors to mitigate against the margin pancaking issue?
24. 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?
25. For any design work conducted by third-party experts, please identify whether Respondent takes engineering risk including stamping engineering submittals.
26. Discuss Respondent’s approach to commissioning ECMs and describe any differences in commissioning Respondent employs on an ECM basis. Please provide a copy of a commissioning plan previously executed for one of the five (5) reference customers.
27. 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

M.G.L. c.25A, §11C requires that methods for monitoring, measurement, and verification of guaranteed energy and water savings 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 energy savings 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 energy savings and addressing changes based on past experience and changes in use of municipal buildings and facilities over time.
2. Discuss Respondent’s general approach to identifying the appropriate M&V protocol on an ECM specific basis. Please provide a listing by ECM category of the anticipated FEMP protocol for each ECM.
3. Describe how excess savings is documented, and how Respondent treats excess annual savings. Do excess annual savings accrue to the benefit of the Awarding Authority? (Annual savings must stand alone in the year they are realized and cannot be carried over or credited to another year.)
4. How does Respondent treat savings realized during construction? Are those savings included in the guarantee and credited to the project or are those savings treated as excess savings to the Awarding Authority?
5. Describe Respondent’s standard measurement and verification procedures, including reporting frequency, reconciliation methods, and timing.
6. 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 savings level was met and if not, the mechanics of how the customer would be compensated. Redacted copies protecting confidential information will be accepted.
	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. Describe Respondent’s approach and preference to project pricing including: (a) Open Book/Open Book with contracted mark-ups, (b) Open Book/Closed Book/Guaranteed Maximum Price and (c) Closed Book/Guaranteed Maximum Price. Please note that the Awarding Authority will determine its final preferred approach.
6. For each of the pricing scenarios above, please discuss the Change Order process Respondent employs, including specifically how the pricing is developed and presented, and the risk controls the Awarding Authority should expect.
7. Under a Guaranteed Maximum Price contract, what level (percentage) does your firm include as a contingency to contractually eliminate any Change Orders?
8. Under an EMSA, will Respondent accept a ten-percentage holdback Retainage on all progress payments until final completion?
9. Respondents must complete the chart in Attachment A for contracted mark ups. If other categories are to be considered, please provide such additional information. Please also note that mark-ups not included by the Respondent in this response will not be considered in the development of the IGA Report, project development and the EMSA negotiations. ESCOs are encouraged to provide additional detail on mark-up categories as needed.
10. The Awarding Authority desires pricing for the IGA Agreement. Provide a schedule of fees for the IGA Report based on a tiered unit cost per square foot using the following tiers:
11. Under 1,000,000 total square feet
12. 1,000,001 ≥ 1,250,000 total square feet
13. 1,250,001 ≥ 1,500,000 total square feet
14. 1,500,001 ≥ 2,000,000 total square feet
15. Over 2,000,001 total square feet
16. Provide a fixed price break up fee for the IGA if the IGA is completed in accordance with the IGA Agreement and the Awarding Authority does not proceed with an EMSA. Please provide a fixed price break up fee for each of the tiered levels above.

	1. Other Factors the Awarding Authority Shall Consider
17. 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, and historic buildings. Provide a list of public buildings in Massachusetts for which Respondent has furnished comprehensive services valued at $500,000 or greater.
18. 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.
19. Describe the type, method, formatting, and frequency of the Project reporting recommended and required. The selected ESCO shall provide access to records and preserve them for a period of six (6) years after final payment.
20. 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.
21. Describe all potential funding sources that could be applied to any or all potential energy management 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, utility rebates, demand response payments, grants, sale of renewable energy or carbon credits, or sale of efficiency benefits on the ISO New England Forward Capacity Market.
22. Describe past experience installing renewable energy systems (such as solar hot water, photovoltaic, wind turbines, biomass and landfill-gas-to energy systems), high-efficiency power systems (such as combined heat and power systems), district energy systems, and green technologies (such as green roofs, rainwater reclamation, etc).
23. 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 formally 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 G.L. c. 25A, Sec. 11C, 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.

The Program Evaluation Team shall select the three most qualified Respondents, as required by G.L. c.

25A, 11C. The Awarding Authority will enter into negotiations for an IGA Agreement with the most qualified Respondent. If the Awarding Authority and the most qualified Respondent are unable to negotiate a satisfactory contract at a price the Awarding Authority determines to be fair, competitive, and reasonable, the Awarding Authority shall continue in compliance with G.L. c. 25A, Sec. 11C.

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. Minimum Required Items

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

RFP 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 RFP |  |
| 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. 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 as required by G.L. c. 25A, Sec. 11C, and such additional interviews as the Awarding Authority may deem necessary to evaluate the Respondents.

**Cash Flow Statement**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 | YEAR 8 | YEAR 9 | YEAR 10 |
| Annual Energy and Water Bill\*\* |  | $0  | $0  | $0  | $0  | $0  | $0  | $0  | $0  | $0  |
| #6 Oil (gals)\* |  |   |   |   |   |   |   |   |   |   |
| #2 Oil (gals) |  |   |   |   |   |   |   |   |   |   |
| Natural Gas (ccf) |  |   |   |   |   |   |   |   |   |   |
| Electricity (kWh) |  |   |   |   |   |   |   |   |   |   |
| Water (gals) |  |   |   |   |   |   |   |   |   |   |
| Sewer (gals) |  |  |  |  |  |  |  |  |  |  |
| Total Expected Unit Savings |  |  |  |  |  |  |  |  |  |  |
| #6 Oil (gals) |  |  |  |  |  |  |  |  |  |  |
| #2 Oil (gals) |  |  |  |  |  |  |  |  |  |  |
| Natural Gas (ccf) |  |  |  |  |  |  |  |  |  |  |
| Electricity (kWh) |  |  |  |  |  |  |  |  |  |  |
| Water (ccf) |  |  |  |  |  |  |  |  |  |  |
| Sewer(gals) |  |  |  |  |  |  |  |  |  |  |
| Total Expected $ Savings |  |  |  |  |  |  |  |  |  |  |
| (% of Budget-$) |  |  |  |  |  |  |  |  |  |  |
| Awarding Authority net cash flow (%) |  |  |  |  |  |  |  |  |  |  |
| Awarding Authority Expected $ Savings |  |  |  |  |  |  |  |  |  |  |
| Total Guaranteed $ Savings |  |  |  |  |  |  |  |  |  |  |
| (% of Budget) |  |  |  |  |  |  |  |  |  |  |
| Awarding Authority Guaranteed $ Savings |  |  |  |  |  |  |  |  |  |  |
| Upfront Costs to Awarding Authority |  |  |  |  |  |  |  |  |  |  |
| Lease Payment |  |  |  |  |  |  |  |  |  |  |
| Net Guaranteed $ |  |  |  |  |  |  |  |  |  |  |
| Savings To Awarding Authority |  |  |  |  |  |  |  |  |  |  |

Assumptions: First year electricity/ gas/ oil costs based on \_\_-year average historical use at \_\_\_\_ rates: with a \_\_percentage annual rate increase.

First year water costs based on \_\_-year average use at \_\_\_\_ rates: with a \_\_percentage annual rate increase.

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. | Acceptance of model audit agreement and EMS contract |  |  |
| 16. | 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 performance contracting 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 balances 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. | 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. | Shows commitment to completing projects on time and to expected level of performance. |  |
| 7. | History of establishing good working relationships with clients throughout the whole project including the audit, construction, and M&V phases. |  |
| 8. | 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.  |  |
| 9. | 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. | 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. | 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. | History of working with clients to identify pricing structures that minimizes risk and maximizes return for the client. |  |
| 13. | History of understanding client’s goals and developing effective strategies to achieve them. |  |
| 14. | Demonstrates good commissioning practices. |  |

**Section 3**: Comparative Evaluation Criteria

|  |  |
| --- | --- |
| **RATING CATEGORY** | **WEIGHT** |
| **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 Savings and 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
* Comprehensiveness of Scoping Audit
* 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 Savings 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 IGA
* Approach to Contract Pricing (Open/Closed/Hybrid)
* Competitiveness of Markups
* Margin Pancaking
* Approach to Rebates, Incentives and Grants
 |  |

1. “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. G.L. c. 25A, §3. [↑](#footnote-ref-1)
2. The energy management services contract shall include a written guarantee of the qualified provider that either the amount of energy savings guaranteed shall be achieved or the qualified provider shall reimburse the public agency for the shortfall amount. Excess savings remain the property of the awarding authority. Methods for measurement and verification of energy savings shall conform to the most recent standards established by the Federal Energy Management Program of the United States Department of Energy.

   [↑](#footnote-ref-2)
3. Awarding Authorities must file a complete RFP, including facility description and three years of energy data, fifteen days before publishing in the Central Register. [↑](#footnote-ref-3)
4. “Energy management services”, 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 which result from such services. G.L. c. 25A, §3. [↑](#footnote-ref-4)
5. “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. G.L. c. 25A, §3. [↑](#footnote-ref-5)
6. “Energy audit”, a determination of the energy consumption characteristics of a building or facility which: (a) identifies the type, size and rate of energy consumption of such building or facility and the major energy using systems of such building or facility; (b) determines appropriate energy conservation maintenance and operating procedures; and (c) indicates the need, if any, for the acquisition and installation of energy conservation measures or alternative energy property. [↑](#footnote-ref-6)
7. The national energy performance rating system is an external benchmark that determines how efficiently buildings use energy, relative to similar buildings nationwide. The rating system’s 1–100 scale shows how a building is performing — a rating of 50 indicates average energy performance, while a rating of 75 or better indicates top performance. See: [**U. S. EPA**](http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager) [↑](#footnote-ref-7)
8. Cost escalations are elective and may lead to risk for the Awarding Authority if, in fact, costs do not escalate. Conversely, not using a cost escalation may lead to risk for the CONTRACTOR. See: U.S. DOE [Energy Information Administration](http://www.eia.doe.gov/oiaf/forecasting.html) (EIA) for forecast percentage change in energy costs. [↑](#footnote-ref-8)
9. U.S. Department of Energy FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 4.0. [↑](#footnote-ref-9)
10. A bin is an energy estimating technique wherein energy usage for different temperature intervals and time periods is evaluated separately. See: [ASHRAE](http://www.ashrae.org/) [↑](#footnote-ref-10)
11. The Massachusetts prevailing wage laws require that employees on public works projects, except those who perform strictly supervisory functions, be paid a minimum hourly rate set by the Department of Labor and Workforce Development, [Division of Occupational Safety](http://www.state.ma.us/dos/pages/PW.htm) (DOS) [(Mass. General Laws c149, s.26)](http://www.state.ma.us/legis/laws/mgl/149-26.htm). [↑](#footnote-ref-11)