

MONSON PUBLIC SCHOOL DISTRICT

43 MARGARET STREET

MONSON, MASSACHUSETTS 01057

TEL: (413) 267-4150

Request for Qualifications Comprehensive Project

Monson Public School District
RFQ for Energy and Water Conservation Projects

The Monson Public School District (Awarding Authority) issues this Request for Qualifications (RFQ), pursuant to 225 CRM 19.00, from qualified energy management service companies (ESCOs) interested in implementing a comprehensive, performance-based, Energy Conservation Project¹ (Project) with guaranteed energy savings² at its buildings and facilities. The Awarding Authority intends to select and enter into an Energy Management Services Contract with the most highly qualified provider per the evaluation criteria herein.

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

Projected Selection Timeline:

Notification to the DOER:	1/1/2020
Published in Central Register:	2/18/2020
Published in	JOURNAL REGISTER, WWW.MONSON-MA.GOV, WWW.MONSONSCHOOLS.COM
RFQ available:	2/26/2020
Mandatory Pre-bid Conference	3/17/2020
Facility Tour	3/17/2020
Final Inquiry Date:	3/23/2020
Responses Due:	3/27/2020
Location:	43 MARGARET ST, MONSON, MA 01057
Anticipated Evaluation Complete:	4/10/2020
Anticipated Interviews:	4/17/2020
Anticipated Selection for Negotiations:	4/24/2020

RFQ Contact Person: Cheryl Clarke
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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.

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.

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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 RFQ under 225 CMR 19.00 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

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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 RFQ.

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 through 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.*

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Request for Qualifications (RFQ). A written document issued by a Local Governmental Body that invites qualified providers to submit responses outlining their qualifications, the desire to perform the EMS for the Local Governmental Body, and other information required by 225 CMR 19.00 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.

2. SOLICITATION AND QUALIFICATION 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](#) at (617) 727-9320.

STAGE TWO: Pre-Qualifications Conference and Facility Tour

A Pre-Qualification Conference and Tour of the Facility(s) will be held at 43 Margaret St, MA, on March 17, 2020 at 10:00 a.m. All prospective respondents must attend the mandatory pre-bid conference. Respondents interested in attending must confirm attendance by contacting Karen Methe, Administrative Assistant to the Superintendent. Respondents must provide the number of attendees (no more than 3) and the full contact information for the key person attending the pre-bid conference.

All questions and inquiries concerning this RFQ must be submitted in writing no later than [March 23, 2020 at 3:00 p.m., 43 Margaret Street, Monson, MA](#). Inquiries will not be answered directly. The Awarding Authority will issue an addendum to address the written questions. Any addenda will be posted [at 43 Margaret St., Monson, MA](#). It is the responsibility of the ESCO to contact [CHERYL CLARKE, SUPERINTENDANT](#), prior to the submittal deadline to ensure that the ESCO has received all addenda issued by the Awarding Authority.

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

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STAGE THREE: Submission of Qualifications

Any qualified respondent who wishes to submit a statement of qualifications (“Response”) to this RFQ shall submit eight (8) copies of the Response and one single-file electronic version. Respondents will be evaluated only on the criteria set forth in this RFQ. Sealed responses must be received by 2 p.m. on Friday, March 27, 2020 at 43 Margaret Street, Monson, MA 01057.

STAGE FOUR: Selection of Vendor

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

Following selection of the top-ranked Responses, the Awarding Authority and the ESCO will enter into an agreement for an energy audit to verify the proposed conservation strategy. Based upon the results of the energy audit, the Awarding Authority may negotiate an Energy Management Services Contract with the selected ESCO. If an acceptable contract cannot be reached, the Awarding Authority may initiate negotiations with the second ranked ESCO.

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3. RFQ PROCEDURES

- A. Modification or Withdrawal of RFQ: Any response may be withdrawn or modified by written request of the ESCO, provided such request is received by the Awarding Authority at the above address prior to the due date for Responses.
- B. Cost of Response Preparation: The Awarding Authority will not reimburse ESCOs for any costs incurred in preparing Responses, including site visits or preliminary engineering analyses.
- C. Public Record: To review a copy of responses submitted to the Awarding Authority after the contract has been awarded, submit a written request in compliance with the State's Freedom of Information Act to the RFQ Contact Person identified above.

4. GENERAL INFORMATION

The Awarding Authority seeks responses from qualified providers interested in implementing a comprehensive, performance-based Energy Management Services Project³ at its facilities identified in Attachment 1: *Facility Profile*

This Project will upgrade facilities and optimize utility and operating budgets through a comprehensive infrastructure renewal 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 renewal of facilities.

The Project should include a comprehensive range of energy conservation measures⁴ and services including, without limitation, (a) a detailed energy audit⁵ (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

³ "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.

⁴ "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.

⁵ "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.

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(f) the work associated with monitoring and verifying project savings and the study and/or design of the subject work.

Payments for all services will be indexed to measured reductions in energy and water cost savings and there will be no up-front costs to the Awarding Authority. ESCOs may wish to enhance their responses 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 ESCO shall complete and sign a Request Form to obtain CORI. The ESCO shall be responsible to have all of its contractors complete and sign the form.

5. TERMS OF QUALIFICATIONS

a) General Terms

The Awarding Authority intends to use this Project to upgrade/improve current energy systems throughout the Monson Public School District. The Proposal should include:

1. A complete range of conservation services (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 ratings⁶, including the installation of renewable energy projects where feasible.
2. Any available utility rebates, Renewable Energy Trust 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 the 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.
7. If the respondent is not Massachusetts based, identify and describe the organization, experience, and relationship of the firm that will guarantee the local support services necessary for fulfilling the contract terms.

⁶ The national energy performance rating system is an Energy Star 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.

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8. Respondents shall include in their Response information on its 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 (serving the Awarding Authority's residents and businesses) and green technologies (such as green roofs, rainwater reclamation, etc).

b) Respondent's Abilities

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

c) Finance Options

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

ESCOs should include in their responses (a) information regarding all potential funding sources that could be applied to any or all potential energy management services, (b) description of the applicant's experience(s) in securing such funding, and (c) description of 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, carbon, or air quality emissions credits; or sale of efficiency benefits on the ISO New England Forward Capacity Market. All benefits that stem from the implementation of energy management services under the Energy Management Services contract EMSA and that are deemed to have a monetary or societal value shall be the sole property of the Awarding Authority.

The Selection Committee will weigh the merit and value added to the Awarding Authority by any proposed financing source or financing model. The ESCO should note if any part of the Response 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 Response.

At a minimum, the ESCO 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 ESCO on the Awarding Authority's behalf are subject to review and approval by the Awarding Authority prior to submission.

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d) Guaranteed Savings

1. The guaranteed savings provision shall be fully defined in the EMS Contract 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 Contract. 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 Contract.

The selected ESCO 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 ESCO 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 and the most recent International Performance Measurement & Verification Protocol (IPMVP).

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 ESCO to Awarding Authority. No third-party guarantee shall be allowed, except however, corporate guarantees from a parent company of the ESCO 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 \pm Adjustments⁷

6. ENERGY AUDIT AGREEMENT

In accordance with 225 CMR 19.00, the Awarding Authority and the selected most qualified ESCO will negotiate the scope of work for an Investment Grade Energy Audit (IGA Agreement), by which the ESCO will conduct an energy audit of facilities and energy systems at the project site to substantiate its ability to achieve energy and cost savings for the site.

a) Audit Agreement

The Agreement shall use the Model Energy Audit Agreement (Attachment 4: *Investment Grade Audit Agreement*), and include, but not be limited to:

- A facilities and maintenance assessment
- A written investment quality comprehensive energy audit report for a comprehensive and sustainable conservation and renewable program
- A detailed proposed technical scope of work for construction/implementation of the ESCO'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 proposed Guaranteed Energy Savings provision.

b) Audit Report

⁷ FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects, Version 4.0, U.S. Department of Energy

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

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 including the energy rate/cost per unit of energy usage (electricity, natural gas, etc.), the demand cost and its basis.
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:
 - a. 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.
5. 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 bin⁸ calculation and consider:

- a. Documented hourly occupancy patterns

⁸ As used in the Federal Energy Management Program, a bin is an energy estimating technique wherein energy usage for different temperature intervals and time periods is evaluated separately.

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- 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.)

- 6. List of recommendations. For each of the proposed improvements, the ESCO shall provide costs and annual savings, the source of energy saving, the amount and type of energy saved, the cost savings, the implementation cost and a payback analysis (including any major assumptions made in the analysis).
- 7. 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.
- 8. Exploration of appropriateness of current utility rates and available incentive/rebate programs.
- 9. Energy usage for the last three fiscal years (to be provided by the facility).
- 10. The audit must be stamped by a Massachusetts Registered Professional Engineer.
- 11. ESCO's proposed baseline and proposed annual adjustments. Inventory of all energy using equipment and appliances during base year including ratings and capacities.
- 12. The method utilized for determining actual energy and water savings by the ESCO that agree with the most recent version of the FEMP Guidelines.

c) Acceptance of the Audit Report

As part of its consideration of the Audit Report and the recommendations of the successful ESCO, the Awarding Authority may, in its sole discretion and prior to the execution of the EMS Agreement, elect to proceed with all or any portion of the Response. 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 ESCO after the Energy Audit, even though the proposed contract terms meet all the conditions set forth in the RFQ, the Awarding Authority will pay costs under the IGA Agreement. However, the Awarding Authority may refuse payment for the Audit Report if (a) the savings identified in the Response vary more than 15% from the proposed savings identified in the audit, (b) the projected value of the net benefit to the Awarding Authority set forth in the Response 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 Response.

7. MINIMUM CONTRACTUAL TERMS

The Response shall conform to the terms and services in the Model EMS Contract, found at Attachment 6, and discussed below. The Response may contain additional services or terms, but no Response will be considered if these minimum conditions cannot be met.

Part 1: Required Energy Services

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- A. The ESCO 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 ESCO 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).
- B. 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; 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. Responses 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.
- C. The Contract must require the ESCO 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.
- D. 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.
- E. 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.
- F. Disposal plans must be documented and appropriate transportation and disposal documents prepared before disposal. Actual disposal must be documented immediately after disposal.
 - 1) Lamp Ballasts Containing PCBs: The ESCO 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.
 - 2) Lamps Containing Mercury: The ESCO 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.
- G. The ESCO 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).
- H. The ESCO 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

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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

- A. Terms of the Contract must conform to the terms included in the RFQ. Terms that do not conform to the terms set forth in this RFQ shall be considered void.
- B. The Awarding Authority will determine whether the material or equipment installed is equal to those specified in the Response. 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 will make the final decision as to whether the materials or equipment offered are equal to those specified.
- C. The ESCO will protect and save the Awarding Authority harmless against all claims, and actions brought against it by reason of any actual infringement upon patent rights in any material, process, machine or appliance used by him in the work.
- D. The ESCO will 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 ESCO agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, 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.

- E. In the execution of the Contract, it may be necessary for the ESCO to subcontract part of the work to others; however, the ESCO shall not award any work to any subcontractor without prior written approval of the Awarding Authority.

The ESCO will 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 ESCO, 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 ESCO will not assign, transfer, convey, or otherwise dispose of the Contract, 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 ESCO will 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.

- F. During the life of the Contract, the ESCO will procure and maintain Worker's Compensation Insurance in accordance with the Worker's Compensation Act of the Commonwealth of Massachusetts.
- G. ESCO must carry an appropriate level of insurance for both the construction and operations phases
- H. 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:

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- 1) Prior to entering into a Contract, the ESCO shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the Awarding Authority;
 - 2) 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;
 - 3) The ESCO shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the Awarding Authority. The ESCO shall also furnish a payment bond in duplicate;
 - 4) 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;
 - 5) The performance bond shall be released upon Awarding Authority acceptance of all ESCO-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,
 - 6) The ESCO 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 ESCO's obligations for payment of laborers, suppliers, and all subcontractors.
- I. The ESCO 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).
- J. If any requirement or standard set forth in this herein is inconsistent with any requirement or standard set forth elsewhere in the RFQ, or in any exhibit, attachment or appendix, or the IGA Agreement or EMSC, or any scope of work or specification related thereto, the requirement or standard most favorable to the Monson Public School District shall prevail.
- K. Within two months of contract execution, the ESCO will begin implementation of preliminary operations and procedures to save energy and/or water at the named properties of the Awarding Authority.
- L. 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.
- M. 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.
- N. ESCO is required to pay minimum wage rates for all employees involved in providing contract services, as determined by the Division of Occupational Safety⁹. Please note wage rates are valid only for 90

⁹ 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](#) (DOS) ([Mass. General Laws c. 149, s.26](#)).

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days from date of issue. Further inquiry and clarification of prevailing wage laws can be obtained from the Massachusetts Division of Occupational Safety.

- O. All work shall meet the minimum standards of ASHRAE and the Massachusetts Building Code.
- P. 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.
- Q. Prior to contract termination, the ESCO 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.
- R. All drawings, reports and materials prepared by the ESCO 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.
- S. The ESCO 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.
- T. The ESCO 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 ESCO shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

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ATTACHMENT A: PROPERTY DESCRIPTION

Provide the following information for each facility in the RFQ. 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>

Attachment X:

Total Utility		Year	Electricity		Natural Gas		Water		Sewer		Total
Building	Address	Built	kWh	Cost	MCF	Cost	kgal	Cost	kgal	Cost	\$
Monson	55	2001	484,000	\$77,643	5,472	\$116,972	1,557	\$7,711	601	\$2,316	\$204,641
Quarry Hill	43	1992	667,600	\$104,217	5,111	\$193,171	1,529	\$8,222	1,529	\$7,494	\$313,104
Granite	21	1967 –	686,400	\$106,918	4,771	\$67,031	538	\$3,009	378	\$1,878	\$178,835
Other buildings (municipals)											
Street Lighting											
TOTAL			1,838,000	\$288,778	15,355	\$377,173	3,624	\$18,942	2,508	\$11,688	\$696,580

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ATTACHMENT B: RFQ Form of Response

Proposal 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 Proposals. Furthermore, I hereby certify, under penalties of perjury, that this Proposal 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, please complete the following:

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

Signature

Date

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.
TABLE OF CONTENTS (Statements of Qualifications shall include a table of contents properly indicating the section and page numbers of the information included.)

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1. CONTRACTOR QUALIFICATIONS DATA

A. Minimum Required Items

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

B. Other Required Items

1. 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.
2. Form of legal entity and year entity was established.
3. Describe any changes in ownership status over the past ten (10) years.
4. Other entity names, if any.
5. Ultimate parent company, if applicable.
6. Federal Tax Identification Number for Respondent
7. Please submit a detailed financial report prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current (as of the most recent financial statement date) financial condition of the Respondent. Such report must include a balance sheet, income statement and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding three years ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the Submitting Entity. Non-public entities may attach either unaudited financial statements or copies of tax forms and schedules that are filed with the Internal Revenue Service where applicable.
8. 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.
9. 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.
10. Lawsuits and Disputes. Discuss whether your firm has ever been involved in a lawsuit or dispute regarding a performance contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit or litigation. Further, please discuss whether your firm has been barred from providing performance contracting or other services in any states.

C. General Reputation and Performance Capabilities

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1. Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Awarding Authority.
2. Provide the number of years Respondent has been engaged in providing ESPC services.
3. 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 RFQ. Please list at least five (5) examples of ESPC projects in the Northeast, and if possible, specifically in Massachusetts, which included varying types of mixed-use facilities.
4. Provide the number of projects and aggregate dollar value of ESPC 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.
5. Provide the number of full-time personnel employed by the Respondent. Please segment the data, as appropriate, into categories of personnel providing ESPC services, Non-ESPC Operations/Maintenance Services and Non-ESPC Equipment Installation Services.
6. 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.
7. Discuss any accreditations or pre-qualifications for EMS work, describing the relevance or importance of such qualifications to the project.

D. Experience and Project References

1. Fully describe five (5) EMS projects 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

2. Identify projects that involve facilities similar in type, size or scope to the Awarding Authority's facilities.
3. 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.
4. 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.
5. 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.
6. 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

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performance as part of the RFQ submittal review process.

E. Investment Grade Audit

1. 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.
2. 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.
3. 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.
4. List all procedures, formulas and methodologies including special metering or equipment, which Respondent would use to calculate energy, water, and O&M savings.
5. Does your firm use multiple baselines for different ECMs? If so, please discuss approach.
6. Discuss the frequency of baseline adjustments over the course of the EMSA, define the drivers that influence such adjustments and how frequently such data is collected.
7. 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.
8. 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.
9. Discuss Respondent's approach to relying on energy and non-energy related operational savings in the savings calculation supported by the guarantee.
10. 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".
11. Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or capital savings.
12. 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.

F. Construction and Commissioning

1. 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.
2. Describe Respondent's reporting and client liaison protocols to be employed throughout the construction process.
3. 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.
4. 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?
5. 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

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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.

6. 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?
7. 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?
8. For any design work conducted by third-party experts, please identify whether Respondent takes engineering risk including stamping engineering submittals.
9. 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.
10. Discuss Respondent’s approach to the timing of commissioning and training with respect to the commencement of the warranty.

G. Methodology of Determining and Guaranteeing Energy Savings

225 CMR 19.00 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.

H. 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.

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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.

I. Pricing Structure

1. 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.
2. 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.
3. Under a Guaranteed Maximum Price contract, what level (percentage) does your firm include as a contingency to contractually eliminate any Change Orders?
4. Under an EMSA, will Respondent accept a ten-percentage holdback Retainage on all progress payments until final completion?
5. Respondents must complete the chart in Attachment 4 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.
6. 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:
 - a) Under 1,000,000 total square feet
 - b) $1,000,001 \geq 1,250,000$ total square feet
 - c) $1,250,001 \geq 1,500,000$ total square feet
 - d) $1,500,001 \geq 2,000,000$ total square feet
 - e) Over 2,000,001 total square feet
7. 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.

J. Other Factors

1. Provide specific information regarding experience and expertise with the various types and uses of buildings and facilities under consideration in this Project, including but not limited to the particular needs of public schools, public safety buildings, and historic buildings. Provide a list of public buildings in Massachusetts for which Respondent has furnished comprehensive services valued at \$500,000 or greater.
2. Describe the services your firm will provide to identify, abate, and otherwise address hazardous materials that may be present in buildings or facilities under consideration for this Project. Materials may include but not be limited to asbestos and lead.
3. Describe the type, method, formatting, and frequency of the Project reporting recommended and required. The selected ESCO shall provide access to records and preserve them for a period of six (6) years after final payment.
4. 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.

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5. 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.
6. 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).

K. 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.

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ATTACHMENT C: 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		

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Section 3: Comparative Evaluation Criteria

RATING CATEGORY	WEIGHT
<p>Relevant Company Experience (10,000 foot view)</p> <ul style="list-style-type: none"> • Company-wide Experience and Capability • Local Experience and Capability • Technical Approach and Capability • Experience of Similar Projects • Record of Satisfactory Performance • Financial Soundness 	
<p>Project References</p> <ul style="list-style-type: none"> • 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 	
<p>Personnel Experience</p> <ul style="list-style-type: none"> • 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 	
<p>Project Approach</p> <ul style="list-style-type: none"> • Comprehensiveness of Overall Proposed Approach • Comprehensiveness of Scoping Audit • Technical and Engineering Approach • Construction Management Approach • Operations and Maintenance Approach • Training Approach • Commissioning Approach 	
<p>Measurement and Verification</p> <ul style="list-style-type: none"> • 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 	
<p>Cost and Pricing</p> <ul style="list-style-type: none"> • Cost of the IGA • Approach to Pricing (Open/Closed/Hybrid) • Competitiveness of Markups • Margin Pancaking • Approach to Rebates, Incentives and Grants 	