

Request for Qualifications (RFQ) for:

Comprehensive Energy Management Services

Under the

Massachusetts General Laws, Chapter 25A, Section 11I

A Guaranteed Energy Savings Contract

Requested by: The Merrimack Valley Planning Commission (MVPC)
160 Main Street
Haverhill, MA 01830

On behalf of: MVPC Member Municipalities and
Merrimack Valley Regional School Districts

RFQ #1

July 27, 2010

1. INTRODUCTION

The Merrimack Valley Planning Commission (“MVPC”) hereby issues this Request for Qualifications (“RFQ”) seeking qualified Energy Service Companies (“ESCOs”) interested in implementing a comprehensive, performance-based, Energy Management Services Program (“EMSP”) with guaranteed energy savings at municipality and school buildings and facilities within the jurisdiction of Municipalities and which are members of the MVPC, and Regional School Districts (“RSDs”) that have elected to be listed in this RFQ. Additional municipalities and school districts, and Housing Authorities (“HAs”) in the region have expressed interest in participating in this RFQ and may decide to opt in at a later date.

The MVPC has formed a Selection Committee to select the most highly qualified ESCO for the Municipalities and RSDs to enter into an agreement with, pursuant to MGL Ch. 25A, § 11I. All ESCOs shall be certified by the Division of Capital Asset Management (DCAM) as eligible to provide Energy Management Services and not debarred from bidding under MGL Ch. 149, §. 44C, or any other applicable law. In addition to the other information requested herein, all Responses shall be accompanied by (1) a copy of a certificate of eligibility issued by the Commissioner of DCAM, and (2) a DCAM Update Statement.

ESCO Response Submittal Due: September 16, 2010 by 3:00 PM.

ESCOs shall submit one (1) original and five (5) hard copies, as well as one single-file electronic copy (on a portable media) of Responses according to the requirements set forth for the format described herein.

Responses shall be marked as follows and submitted to:

**Dennis DiZoglio
Executive Director
Merrimack Valley Planning Commission
160 Main Street
Haverhill, MA 01830
RE: Proposal for Comprehensive Energy Management Services**

Respondents shall be evaluated only on the criteria set forth in this Request for Qualifications (RFQ). The MVPC may cancel this RFQ, or may reject in whole or in part any and all Responses if the MVPC determines that cancellation or rejection is in its best interest.

Mandatory Pre-Bid Informational Meeting:

All prospective respondents must attend the mandatory pre-bid informational meeting to be held on August 19, 2010 at 10:00 AM. Respondents are requested to confirm participation and the number of attendees (please limit attendees to no more than three 3) by no later than 3:00 PM on August 16, 2010. Confirmation should be submitted by phone or email to:

**Nancy Lavallee
Merrimack Valley Planning Commission
(978) 374-0519
nlavallee@mvpc.org**

The location of the mandatory pre-bid information meeting is:

**Merrimack Valley Planning Commission
160 Main Street
Haverhill, MA 01830**

MVPC shall issue addenda if necessary post conference. Verbal exchanges during the conference will be considered informal and of no legal effect.

Questions and Inquiries:

MVPC has secured the services of Peregrine Energy Group, Inc. to support the administration of the RFQ. All questions and inquiries concerning this RFQ should be submitted in writing to Peregrine Energy Group, Inc. no later than Friday, August 27, 2010.

Please e-mail questions and inquiries to: MVPC_RFQ@peregrinegroup.com. Inquiries will not be answered directly. The MVPC will issue an addendum, which will address the written questions submitted by the deadline. Any addenda will be sent by email to those who attended the mandatory informational meeting.

It is the responsibility of the ESCO to contact the MVPC RFQ administrator Peregrine Energy Group, Inc. at the email address above prior to the submittal deadline to ensure that the ESCO has received all addenda issued by the MVPC.

Please note that electronic copies of the RFQ and Participant Data will be made available upon request. Please contact the MVPC RFQ administrator Peregrine Energy Group, Inc. at the email address above to request it.

1.1 GENERAL INFORMATION AND CONTACT

- **Dennis DiZoglio, Executive Director**

Address:	Merrimack Valley Planning Commission 160 Main Street Haverhill, MA 01830
Telephone:	(978) 374-0519
Fax:	(978) 372-4890
E-mail:	ddizoglio@mvpc.org

1.2 ANTICIPATED SCHEDULE

- RFQ Published in Central Register & Advertised, August 5, 2010
- Mandatory ESCO Informational Meeting, August 19, 2010 at 10:00 AM
- Deadline for ESCO Questions, August 27, 2010
- Proposal Responses Due, September 16, 2010
- Evaluation Team Kick-Off Conference Call, September 21, 2010
- Evaluation Team Proposal Review, September 28, 2010
- Evaluation Team Review Conference Call, October 5, 2010
- ESCO Interviews, October 14, 2010
- Anticipated ESCO Selection, October 28, 2010

2. GENERAL INFORMATION

2.1 PURPOSE

MVPC seeks Statements of Qualification from DCAM-certified Energy Service Companies (ESCOs) interested in implementing comprehensive, performance-based EMS Programs (the Projects) for buildings and facilities owned by MVPC Municipalities (the Municipalities), Regional School Districts (RSDs), and Housing Authorities (Has) listed in Attachment 2 of this RFQ. The MVPC intends to form a Selection Committee to select a qualified ESCO pursuant to MGL Ch. 25A, §. 11I.

The Projects will upgrade facilities of the Municipalities and RSDs, listed in Attachment 2 of this RFQ, 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 that will be customized for the Project buildings and facilities. The Municipalities and RSDs intend to leverage energy savings to fund the cost of the program to the greatest extent possible. The Municipalities and RSDs may consider additional improvements resulting in an overall program which is paid in whole or, at the sole discretion of the Municipalities and RSDs, in part from guaranteed energy savings to ensure a comprehensive renewal of facilities.

The Municipalities and RSDs intend for the Projects to include a comprehensive range of energy management systems and services including the design and installation of systems or maintenance programs to conserve energy. The services and systems include, without limitation:

- (a) Performance-contracting energy saving Projects
- (b) Innovative Project financing (optional at each Municipality's sole discretion)
- (c) innovative project funding (e.g., sale of RECs or GHG credits or sale of efficiency benefits on the ISO New England Forward Capacity Market, optional at each municipality's sole discretion)
- (d) The installation or modification of new and/or existing equipment which will reduce energy and water consumption associated with heating, ventilation, and air conditioning systems, lighting systems, building envelopes, domestic hot water systems, on site electric generation, and other energy and water using devices
- (e) Proactive maintenance and service programs and municipality and RSD staff training
- (f) A detailed Investment Grade Energy Audit ("IGA") with specific information and formatting (the Audit) and
- (g) The work associated with monitoring and verifying Project savings and the study and/or design of the subject work.

2.2 PRE-RESPONSE INFORMATION MEETING

A mandatory pre-response information meeting will be held on August 19, 2010 at 10:00 AM at MVPC offices located at 160 Main Street, Haverhill, MA 01830. Respondents interested in submitting a proposal are required to attend this conference and must contact Dennis DiZoglio by email at ddizoglio@mvpc.org to confirm participation and the number of attendees (please limit attendees to no more than three 3), by no later than 3:00 PM on August 16, 2010.

2.3 FACILITY PROFILES

A list of each Municipality's and RSD's buildings and facilities to be evaluated pursuant to this RFQ is contained in Attachment 2. It is possible that additional facilities which were not included in this list may be added later at the discretion of the municipality or RSD. The final list of facilities to be included in the IGA will be stipulated in the IGA contract agreement scope of work.

2.4 ENERGY AUDIT AGREEMENTS

A list of each Municipality's and RSD's buildings and facilities to be evaluated pursuant to this RFQ is contained in Attachment 2. It is possible that additional facilities which were not included in this list may be added later at the discretion of the municipality or RSD. The final list of facilities to be included in the IGA will be stipulated in the IGA contract agreement scope of work.

2.5 ENERGY MANAGEMENT SERVICES CONTRACT

Upon completion of the IGA Report and its review and acceptance by the Municipalities and RSDs and any third-party agent the Municipalities and RSDs may choose to engage to conduct a technical review of the IGA Report, the Awarding Authority anticipates that the parties will negotiate a Scope of Work for the implementation of all or a portion of the ESCO's recommended improvements as presented in the IGA Report. Upon agreement as to the final Scope of Work, the parties will enter into an Energy Management Services Contract ("EMSA"), incorporating the negotiated Scope of Work, the Guaranteed Energy Savings requirements, the methods of measurement and verification and any operating, and maintenance and training support services, among other provisions. The EMSA shall contain provisions detailing the ESCO's approach to implementing the accepted IGA Report, including its approach to demonstrating how the guaranteed savings are achieved. Such EMSA shall provide the ESCOs implementation and measurement strategies with respect to the construction term and the performance term.

2.6 CONTRACT RESPONSIBILITY

The selected ESCO shall assume total responsibility for the design and implementation of the Project(s) as defined in the EMSA. The ESCO will be the prime contractor and the sole point of contact with regard to all contractual services, including but not limited to design, supervision, construction, installation, security, training and savings guarantee. Service and maintenance support, if required by the individual Municipalities or RSDs, shall be negotiated into the EMSA or under a separate agreement for a term and scope determined by the individual Municipalities or RSDs.

2.7 STANDARD CONTRACT

The IGA and EMSA Agreements stemming from this RFQ shall meet the requirements set forth in M.G.L. Ch. 25A Sec. 11I. MVPC has engaged a third-party to develop standardized IGA and EMSA agreements for use by participating MVPC Municipality's and RSD's. MVPC will negotiate the specific terms and conditions with the selected ESCO and provide fully vetted commercial agreements to the participating MVPC Municipalities and RSDs.

2.8 SAVINGS GUARANTEE

The guaranteed savings provision shall be fully defined in the EMSA and shall be the measured reduction in fuel, energy, water usage and costs as well as a reduction in operating or maintenance costs resulting from the

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

The selected ESCO shall provide the individual Municipality or RSD with a written guarantee that either the units of energy and water savings guaranteed will be achieved on an annual basis or the ESCO shall reimburse the Municipality or RSD 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 Municipality or RSD. The overall term of the EMSA, including the performance term shall not exceed 20 years. The guarantee shall be a first party direct guarantee from the ESCO to Municipality or RSD. 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 Municipality or RSD and shall not carry forward or applied in arrears to any past or future shortfalls. The Municipality or RSD reserves the right to terminate the EMSA and understand that under such early termination, the ESCO's obligation for guaranteed savings will also terminate.

2.9 RESPONSE FORMAT

Responses shall be submitted in the format outlined in Section II of this RFQ. Each response will be reviewed to determine if it is complete. Incomplete responses will not be considered. Respondents shall use the prescribed format to indicate their experience and qualifications, describe their approach to the project, and explain their proposal. In addition, the MVPC reserves the right to waive any irregularities and formalities in the selection of the ESCO for this project. While respondents are required to submit proposals that fully comply with the requirements set forth in this RFQ, alternative proposals may also be proposed if the respondent feels such proposals provide measureable value to the participating Municipalities and RSDs. Such alternative proposals must meet the requirements set forth in this RFQ.

2.10 ADDENDA

The MVPC may issue addenda to this RFQ; however it is the responsibility of the ESCO to determine that they have received all addenda prior to submitting a Response.

2.11 REQUIRED INSURANCE AND BONDS

The ESCO shall be required to provide the Municipalities and RSDs with 100% payment and performance bonds for each of the Municipalities', RSDs' Projects from a surety company licensed to do business in the Commonwealth of Massachusetts and whose name appears on United States Treasury Department Circular 570. In response to this solicitation, ESCOs shall provide documentation demonstrating its ability to secure the aforementioned payment and performance bonds. The successful ESCO shall procure and maintain, in effect for the life of the agreement, insurance as required in the IGA Agreements and in the EMSA.

2.12 TAXES, FEES, CODE COMPLIANCE, LICENSING

The ESCO shall be responsible for payment of any required permits, licenses, taxes or fees associated with the execution of the EMSA. The ESCO shall be responsible for compliance with all applicable laws and regulations. If there are tax credits that the Municipalities and RSDs are not qualified for, but the ESCO is, those savings will be passed on from the ESCO to the Municipalities and RSDs.

2.13 REFERENCES AND DISCLOSURE OF INFORMATION

Submission of a Response shall be deemed permission to the MVPC Selection Committee to make inquiries concerning the ESCO to any persons or firms deemed appropriate by the Selection Committee. The ESCO's submission of a Response shall be deemed acknowledgement that it is familiar with the Massachusetts Public Records Law, MGL Ch. 66, § 10 and is bound thereby. Disclosure of any information provided by any ESCO in connection with this RFQ shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to MGL Ch. 66, § 10.

2.14 COSTS OF RESPONSES

Neither the MVPC nor the Municipalities and RSDs assume liability and will not reimburse any costs or expenses incurred by any ESCO (whether or not selected) in developing Responses to this RFQ.

2.15 USE OF AND INFORMATION RELATING TO PROPRIETARY EQUIPMENT OR SERVICES

Unless no other manner of description suffices, and the Municipalities and RSDs so approve in writing, no technical requirements and scope of work within the EMSA shall require the use of a proprietary supply or service, or procurement from a sole source. Any and all software, pass-codes and other information or documents required for the operation, maintenance or upgrades of energy management systems and energy conservation measures or Projects will be provided to the Municipalities and RSDs at the time of installation at no extra charge.

2.16 EXISTING MUNICIPALITY SYSTEMS AND INFRASTRUCTURE

The ESCO shall include recommendations and proposals in its Audit, to be incorporated in whole or in part, into the EMSA, that seamlessly integrate with the Municipalities', RSDs' existing systems and infrastructure. The ESCO shall apply the principals of value engineering to insure cost effective recommendations.

2.17 EXISTING CONTRACTS AND WARRANTIES

During the IGA phases of the Project, the ESCO shall coordinate with the Municipalities and RSDs and make itself familiar with the existing maintenance and operation agreements and existing warranties of the Municipalities and RSDs affecting any recommended or proposed Project improvements. The ESCO shall modify its recommendations and proposals so as to maximize favorable existing agreements, integrate with third party contracts, and maintain existing warranties.

2.18 CORI CLEARANCE REQUIREMENTS

In accordance with MGL Ch. 71, §. 38R, the Municipalities and RSDs 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, the elderly and/or the disabled. As a condition of the award of any contract pursuant to this RFQ, and prior to commencement of any work, the ESCO shall

require all individuals, whether employees, agents, contractors or others working on behalf of the ESCO, who are involved in the provision of energy savings performance contracting services to complete and sign a Request Form to obtain CORI if, in the determination of the Municipalities and RSDs, some or all of the employees, contractors, agents or others working on behalf of the ESCO may have direct and unmonitored contact with children, the elderly and/or the disabled during the performance of their work on school and/or Municipal property.

2.19 ACCEPTANCE OF THE AUDIT

The Municipalities and RSDs may, in their sole discretion, eliminate any building and/or facility from the scope of the IGA prior to the execution of the Agreements. As part of its consideration of the completed IGA Report and the recommendations of the successful ESCO, the Municipalities and RSDs may elect to proceed with all or any portion of the improvements proposed or recommended by the ESCO. The Municipalities and RSDs may also elect to proceed with certain improvements on a “phased” basis, whether over a period of months or years if they determine that proceeding with all of the selected improvements simultaneously is not in the best interests of the Municipalities and RSDs. Any such election under this subsection by the Municipalities and RSDs shall constitute “acceptance” of the Audit and “entry” into an EMSA for the purposes of payment of the IGA break-up fee.

2.20 DIVISION OF PROJECT

Although it is intended that one ESCO will be selected for the Project, the Municipalities and RSDs reserve the right, in their sole discretion, to select more than one ESCO and divide the Project as the Municipalities and RSDs determine is in their best interest.

2.21 INCONSISTENT STANDARDS

If any requirement or standard set forth in this RFQ is inconsistent with any requirement or standard set forth elsewhere in this RFQ, or in any exhibit, attachment or appendix, or the IGA or the EMSA, or any scope of work or specification related thereto, the requirement or standard most favorable to the Municipalities and RSDs shall prevail.

2.22 CURRENT ENERGY EXPENSES

Current energy consumption data for the listed facilities of each Municipality and RSD is referenced in Attachment 3 and provided in individual electronic files for participating Municipalities and Regional School Districts.

2.23 PREVAILING WAGES

Massachusetts Prevailing Wages: The Division of Occupational Safety issues prevailing wage schedules to cities, towns, counties, districts, authorities, and agencies of the commonwealth for construction projects and several other types of public work. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project. The wage schedules for this RFQ are attached in Attachment 13.

3. STATEMENT OF QUALIFICATIONS FORMAT AND PREPARATION

INSTRUCTIONS

Statements of Qualifications must be submitted in the format outlined in this Section. Each Response will be reviewed to determine if it is complete. The Selection Committee may reject from further consideration any Response that does not follow the format or is deemed non-responsive; however, the MVPC Selection Committee reserves the right to waive any minor irregularities or informalities, or to cancel this Request for Qualifications, or reject in whole or in part any energy savings measures, if the MVPC determines that such cancellation or rejection is in the best interest of the public..

Please provide one (1) original and five (5) hard copies plus one single-file electronic copy (on portable media) of your Response. Requested attachments of sample documents must be provided electronically in a separate file(s) from the Response.

3.1 TABLE OF CONTENTS

Statements of Qualifications shall include a table of contents properly indicating the section and page numbers of the information included.

3.2 MINIMUM REQUIRED ITEMS

- **3.2.1 Proposal completeness and adherence to format**
- **3.2.2 Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7)**
- **3.2.3 Department of Capital Asset Management (DCAM) Update Statement (DCAM Form CQ3)**
- **3.2.4 Debarment Statement**
- **3.2.5 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 or unit dollar amount of the construction costs (e.g., 1% or \$2/thousand \$).
- **3.2.6 Form of legal entity and year entity was established**
- **3.2.7 Ownership status.** Describe any changes in ownership status over the past ten (10) years and/or anticipated changes in the next two (2) years.
- **3.2.8 Other entity names, if any**
- **3.2.9 Ultimate parent company, if applicable**
- **3.2.10 Federal Tax Identification Number for respondent**

- **3.2.11 Financial Statements.** 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.
- **3.2.12 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.
- **3.2.13 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.
- **3. 2.14 Certificate of Insurance**
- **3.2.15 Certificate of Tax Compliance**
- **3.2.16 Signature Authorization Certificates**
- **3.2.17 Non-Collusion Statement**

3.3 GENERAL REPUTATION AND PERFORMANCE CAPABILITIES

- **3.3.1 Reputation and performance.** Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Municipality or RSD.
- **3.3.2 Years of service.** Provide the number of years Respondent has been engaged in providing EMSP services.
- **3.3.3 Municipality & public school experience.** 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.
- **3.3.4 Projects and dollar value.** Provide the number of projects and aggregate dollar value of EMSP 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.
- **3.3.5 Full-time personnel.** Provide the number of full-time personnel employed by the Respondent. Please segment the data, as appropriate, into categories of personnel providing EMSP services, Non-EMSP Operations/Maintenance Services and Non-EMSP Equipment Installation Services.

- **3.3.6 Full-time EMSP personnel.** Provide the number of full-time EMSP personnel located in any applicable local or branch office to be utilized for the Municipality or RSD project, and the site address of that local or branch office.
- **3.7 Accreditations / pre-qualifications.** Discuss any accreditations or pre-qualifications for EMSP work, describing the relevance or importance of such qualifications to the project.

3.4 EXPERIENCE AND PROJECT REFERENCES

- **3.4.1 Project experience.** Fully describe five (5) EMSP projects that Respondent has implemented within the last five (5) years.
 - (a) Identify projects that involve facilities similar in type, size or scope to the Municipality or RSD’s facilities.
 - (b) Identify projects that have been managed by individuals who Respondent anticipates will be assigned to the Municipality’s or RSD’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.
 - (c) Provide detailed project information for all five (5) reference projects including: customer name, project dates, total project cost at proposal stage, total final project cost, projected annual 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 non-compliance.
 - (d) 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.
- **3.4.2 References.** 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 Municipality or RSD may contact any or all of the above references regarding the project and personnel performance as part of the RFQ submittal review process.

3.5 INVESTMENT GRADE AUDIT

- **3.5.1 IGA approach.** Describe Respondent’s general approach to conducting an IGA. Specifically, what is the process? How will the Municipality or RSD be involved? Detail the level and depth of the information and resources that will be required of the Municipality or RSD?

- **3.5.2 Technical project design approach.** 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.
- **3.5.3 Baseline adjustment.** 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.
- **3.5.4 Calculating savings.** List all procedures, formulas and methodologies including special metering or equipment, which Respondent would use to calculate energy, water and O&M savings.
- **3.5.5 Multiple baselines.** Does your firm use multiple baselines for different ECMs? If so, please discuss approach.
- **3.5.6 Baseline adjustment frequency.** 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.
- **3.5.7 Interactivity between ECMs.** 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 Municipality or RSD.
- **3.5.8 Example IGA.** Provide an example, in electronic form, of a comprehensive IGA developed by Respondent for a project where the specific project team proposed for the Municipality or RSD was involved and completed similar work as contemplated for this project. This IGA must include energy and economic methodologies and engineering approaches. Provide a sample copy of the IGA in electronic form as an attachment.
- **3.5.9 Operational savings.** Discuss Respondent’s approach to relying on energy and non-energy related operational savings in the savings calculation supported by the guarantee.
- **3.5.10 Risk factor.** 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 Municipality or RSD) has any impact on such “risk factor”.
- **3.5.11 Assigning dollar values to savings.** Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or capital savings.
- **3.5.12 Draft schedule.** Provide a draft IGA schedule for a typical municipality or RSD project, including key milestones and timeframes. MVPC anticipates an award announcement by September 17, 2010 and requires a realistic implementation schedule from Respondents.

3.6 CONSTRUCTION AND COMMISSIONING

- **3.6.1 Critical path schedule protocols.** 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.
- **3.6.2 Reporting and client liaison protocols.** Describe Respondent's reporting and client liaison protocols to be employed throughout the construction process.
- **3.6.3 Construction coordination.** 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.
- **3.6.4 Customer contractor integration.** Discuss Respondent's perspective on integrating customer contractors or clerk of the works into the EMSA. If desired by the Municipality or RSD, is Respondent willing to solicit qualifications and expertise from local area contractors provided such contractors meet Respondent's requirements?
- **3.6.5 Standards of comfort and functionality.** Describe standards of seasonal 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, public school, and public housing indoor environments. Also describe how Respondent anticipates those standards would be maintained throughout the term of the EMSA.
- **3.6.6 Subcontractor management.** 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?
- **3.6.7 Engineering risk.** For any design work conducted by third-party experts, please identify whether Respondent takes engineering risk including stamping engineering submittals.
- **3.6.8 ECM commissioning.** Discuss Respondent's approach to commissioning ECMs and describe any differences in commissioning Respondent employs on an ECM basis. Please provide an electronic copy of a commissioning plan previously executed for one of the five (5) reference customers. Such electronic copy should be provided in a separate file. Discuss Respondent's ability to integrate a third party commissioning agent selected by the Customer into the EMSA.
- **3.6.9 Timing.** Discuss Respondent's approach to the timing of commissioning and training with respect to the commencement of the warranty.

3.7 METHODOLOGY OF DETERMINING AND GUARANTEEING ENERGY SAVINGS

The Municipalities and RSDs requires that methods for monitoring, measurement, and verification of guaranteed energy and water savings shall conform to the most recent International Performance Measurement & Verification Protocol (IPMVP) and standards established by the Federal Energy Management Program of the U.S. Department of Energy.

- **3.7.1 Energy savings methodology.** Describe in detail the firm’s methodology to determine energy savings and explain how this approach will minimize risk and maximize return for the municipalities and RSDs 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.
- **3.7.2 M&V protocol.** Discuss Respondent’s general approach to identifying the appropriate M&V protocol on an ECM specific basis. Please provide a chart by ECM category listing the anticipated FEMP protocol for each ECM.
- **3.7.3 Excess savings.** Describe how excess savings is documented, and how Respondent treats excess annual savings.
- **3.7.4 Savings during construction.** 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 Municipality or RSD? Discuss Respondent’s ability to integrate a third party commissioning agent selected by the Customer into the EMSA.
- **3.7.5 Measurement and verification procedures.** Describe Respondent’s standard measurement and verification procedures, including reporting frequency, reconciliation methods and timing.
- **3.7.6 Sample measurement and verification report.** Provide an electronic copy of 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 was compensated. Redacted copies protecting confidential information will be accepted. Such electronic copy should be provided in a separate file.
- **3.7.7 Third-Party monitoring and verification.** Discuss Respondent’s ability to integrate a third-party commissioning agent if requested by the Customer into the EMSA.

3.8 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:

- **3.8.1 Proposed training.** Provide detailed information on any proposed training programs for Municipality or RSD maintenance personnel and staff, including course content, location, and schedule.
- **3.8.2 Ongoing service and maintenance.** Describe Respondent’s capability to provide ongoing service and maintenance with Municipality or RSD in-house personnel and with third party contractors selected by the Municipality or RSD.
- **3.8.3 Recommendations.** State Respondent’s general recommendations as to benefits of contracted service and maintenance vs. training of Municipality or RSD personnel.

3.9 PRICING STRUCTURE

- **3.9.1 Pricing approach.** Describe Respondent’s approach and preference to project pricing including: (a) Open Book/Open Book with contracted mark-ups, (b) Open Book/Closed Book/Firm Fixed Price and (c) Closed Book/Firm Fixed Price. Please note that each individual Municipalities and RSDs will determine its final preferred approach.
- **3.9.2 Change orders.** Under a Firm Fixed Price contract, what level (percentage) does your firm include as a contingency to contractually eliminate any Change Orders?
- **3.9.3 Hold-back retainage.** Under an EMSA, will Respondent accept a ten percentage hold-back retainage on all progress payments until final completion? In addition will Respondent accept a negotiated hold-back retainage for ECMS that require seasonal commissioning and staff training?
- **3.9.4 Margin pancaking.** Discuss how Respondent will ensure that the Municipality or RSD 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?
- **3.9.5 Contracted mark ups.** Respondents must complete the following chart 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.

Project Soft Costs Mark- ups	Lighting and Controls	Major mechanical/HVAC systems	Chilled water systems	EMS / DDC	Building envelope & window upgrades	Air distribution / exhaust systems	Pool improvements	Well water systems	DHW conservation	Motors / drives	Kitchen equipment	On-site generation & renewable	Vending, PC controllers, fire & safety
Investment-grade energy audit													
Engineering, design, and spec													
Project management													
On-site construction mngmt.													
Commissioning													
Training													
M & V during construction													
Cost of risk													

P&P bonds														
Construction interest														
Travel														
Site conditions														
Hazardous waste														
Other – warranty														
TOTAL														
Overhead														
Profit														

- **3.9.6 Schedule of fees.** The municipalities and RSDs desire pricing for the IGA break up. Please provide a schedule of fees for the IGA Report based on a tiered unit cost per square foot using the following tiers:
 - Under 250,000 total square feet
 - 250,001 ≥ 500,000 total square feet
 - 500,001 ≥ 750,000 total square feet
 - 750,001 ≥ 1,000,000 total square feet
 - Over 1,000,001 total square feet

- **3.9.7 Fixed price break up fee.** Respondents are required to provide a fixed price break up fee for the IGA if the IGA is completed in accordance with the IGA Agreement and the Municipality and/or RSD does not proceed with an EMSA. Please provide a fixed price break up fee for each of the following tiers listed above.

3.10 OTHER FACTORS THE MUNICIPALITIES AND RSDs SHALL CONSIDER

- **3.10.1 Experience with Public Buildings.** Provide specific information regarding Respondent’s experience and expertise with the various types and uses of buildings and facilities under consideration in this Project, including but not limited to the particular needs of public schools, public safety buildings, historic buildings, and public housing. Respondents shall provide a listing of public buildings in Massachusetts it has provided comprehensive services valued at \$250,000 or greater, and describe experience working with small towns (under 10,000 population) and regional school districts.

- **3.10.2 Hazardous Materials.** 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.

- **3.10.3 Method of Record Keeping Satisfying Municipal, RSD and DOER Requirements.** 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.
- **3.10.4 Financing.** Respondents shall include in their responses information regarding financing provided by the ESCO directly, or through a third party, however, the individual Municipality or RSD reserves the right to secure financing from whichever source(s) the Municipality or RSD determines is in its best interest.
- **3.10.5 Innovative Project Funding.** Respondents shall 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, and/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 EMSA and that are deemed to have a monetary or societal value shall be the sole property of the Municipality or RSD and used to reduce the overall cost of the Project(s).
- **3.10.6 Experience with Renewable Energy and Green Technologies.** Respondents shall include in their responses information on their firm's 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 Municipality's residents and businesses, including RSD facilities). Respondents shall include information on any projects implemented under power purchase agreements and shall provide details on the scope, term and pricing strategy of such projects.

4. SELECTION CRITERIA

4.1 COMPLETENESS

The Selection Committee 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.

4.2 EVALUATION OF RESPONSES

The MVPC will establish a Selection Committee consisting of representatives of the Municipalities and RSDs to formally evaluate each Response and select the preferred ESCO. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information as the Selection Committee deems appropriate. The ESCO may be asked to clarify or provide additional information through the interview process or through additional formal discovery. The Selection Committee will conduct interviews as required by MGL Ch. 25A, § 11I and such additional interviews as it may deem necessary to evaluate the ESCO. The Selection Committee will make the final recommendation, based upon its evaluation, of the best qualified ESCO to the Municipalities and RSDs.

The Selection Committee reserves the right to request or obtain additional information about any and all Responses.

The Selection Committee shall select for interview the three most qualified ESCOs, as required by MGL Ch. 25A, § 11I. Each of the Municipalities and RSDs intends to enter into negotiations for an IGA Contract, with guaranteed energy savings, with the most qualified ESCO. If the Municipalities and RSDs and the most qualified ESCO are unable to negotiate satisfactory contracts at prices the Municipalities and RSDs determine to be fair, competitive, and reasonable, the Municipalities and RSDs shall continue the negotiation process in compliance with MGL Ch. 25A, § 11I.

4.3 MINIMUM REQUIRED ITEMS

Each of the items listed on the following table shall be marked “Y” if supplied and “N” if not supplied. RFQ Responses that do not contain all items enumerated “Minimum Required Items”, as set forth below, shall be disqualified prior to further qualification review at the discretion of the Selection Committee.

Criteria		Supplied (Y/N)
2.1	Minimum Required Items	
2.1.1	Proposal completeness and adherence to format	
2.1.2	Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7)	
2.1.3	Department of Capital Asset Management (DCAM) Update Statement (DCAM Form CQ3)	
2.1.4	Debarment Statement	
2.1.5	Evidence of bond capability	
2.1.6	Form of legal entity and year entity was established	
2.1.7	Describe any changes in ownership status over the past ten (10) years and/or anticipated changes in the next two (2) years	
2.1.8	Other entity names, if any	
2.1.9	Ultimate parent company, if applicable	
2.1.10	Federal Tax Identification Number for Respondent	
2.1.11	Financial Statements.	
2.1.12	Performance Guarantee.	
2.1.13	Lawsuits and Disputes.	
2.1.14	Certificate of Insurance	
2.1.15	Certificate of Tax Compliance	
2.1.16	Signature Authorization Certificates	
2.1.17	Non-Collusion Statement	
2.1.18	Software; Building Energy and Project Management	

5. KEY PROJECT CRITERIA

Respondent's submittal describes a firm:

5.1 Whose anticipated project team has an extensive record of highly successful performance contracting experience with facilities similar in type, size, and scope to those of the listed Municipalities and RSDs.

5.2 With ample ability to properly staff such a team with the requisite skills and expertise throughout the term of the contracts with the individual Municipalities and RSDs.

5.3 Who has a history of, and can describe a rationale 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 balance between risk and cost that is most advantageous to the client.

5.4 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.

5.5 With extensive experience in performing IGAs including establishing energy and water use baselines and baseline adjustments, identifying opportunities, estimating performance of improvements, and proposing reasonable M&V strategies.

5.6 Committed to completing projects while under a strong contractual incentive(s) to ensure that work is completed on time and to expected performance levels.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 With a history of working with clients to identify pricing structures that minimizes risk and maximizes return for the client.

5.13 With a proven history of understanding client's goals and developing effective strategies to achieve them.

6. COMPARATIVE EVALUATION CRITERIA

Each section or subsection of the Response will be evaluated individually for completeness and to determine the most advantageous option for the Municipalities and RSDs. The Municipalities and RSDs reserve the right to select the ESCO that provides the most responsive and responsible Response, which best meets the needs of the Municipalities and RSDs, taking into account the ESCO qualifications, submittal quality, and evaluation criteria.

The ESCO must meet the minimum requirements as specified above. Failure to meet the minimum evaluation criteria may result in immediate rejection of the qualification submittal and to further review, at the discretion of the Selection Committee.

Each section has been assigned a weight, which will be applied to the category criteria to determine a final score for that criterion. Each proposal will be rated as highly advantageous, advantageous, non-advantageous, or unacceptable. Any proposal that receives an unacceptable rating for any of the criteria may be rejected from further consideration at the discretion of the MVPC Selection Committee. The MVPC Selection Committee's decision or judgment on these matters shall be final.

7. EVALUATION CRITERIA RESPONSE WEIGHTING

RATING CATEGORY	WEIGHT
Relevant Company Experience (10,000 foot view)	5%
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	10%
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	20%
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	30%
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	20%
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

15%

Cost of the IGA

Approach to Pricing (Open/Closed/Hybrid)

Competitiveness of Markups

Margin Pancaking

Approach to Rebates, Incentives and Grants

The MVPC Selection Committee plans to develop a shortlist of three (3) firms prior to making a selection. Scoring will be summarized on a Formal Evaluation Form. The MVPC Selection Committee may adjust the scores following interviews as provided in MGL. Ch. 25A, Sec. 11I, and such additional interviews as the MVPC Selection Committee may deem necessary to evaluate the Respondents.

8. ATTACHMENTS

8.1 ATTACHMENT 1: INSURANCE REQUIREMENTS

The ESCO shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Municipality and RSD. Upon award, the ESCO will furnish the Municipality and/or RSD with certificates of insurance or other evidence satisfactory to Municipality and/or RSD to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation: This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

For the purpose of the Agreement, ESCO shall carry the following types of insurance in at least the limits specified below:

COVERAGE LIMITS OF LIABILITY

Workers' Compensation: Statutory

Employers' Liability: \$500,000

Bodily Injury Liability: \$2,000,000 each occurrence (except auto)
\$4,000,000 aggregate (except auto)

Property Damage Liability: \$2,000,000 each occurrence (except auto)
\$4,000,000 aggregate (except auto)

Automobile Bodily Injury Liability: \$2,000,000 each person
\$4,000,000 each occurrence

Automobile Property Damage Liability: \$2,000,000 each occurrence

Excess Umbrella Liability: \$2,000,000 each occurrence

Professional Liability: \$2,000,000

CUSTOMER shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

8.2 ATTACHMENT 2: MUNICIPALITIES AND RSDs PARTICIPATING IN RFQ

The following MVPC Municipalities and Regional School Districts are participating in this RFQ. Such participation does not commit or bind any individual Municipality or RSD to engage in an IGA with the selected ESCO:

Municipalities

Amesbury	Haverhill	Newburyport
Boxford	Lawrence	North Andover
Georgetown	Methuen	

As referenced in Attachment 3, the Municipalities listed above have provided comprehensive information on energy usage, building profile and operating performance of their buildings and facilities.

Regional School Districts

Greater Lawrence Regional Vocational Technical
Pentucket Regional High School

As referenced in Attachment 3, the Regional School Districts listed above have provided comprehensive information on energy usage, building profile and operating performance of their buildings and facilities.

8.3 ATTACHMENT 3: CURRENT ENERGY DATA BY MUNICIPALITY/FACILITY

As companion files to this RFQ, data for each of the participating Municipalities and RSDs is provided in electronic form due to the comprehensive and cumbersome nature of the data. Such data includes Facility Profile Data, prior Energy Audits conducted by local distribution companies and/or MA DOER and energy usage data.

It is possible that additional facilities or data that were not provided in the companion files may be added at a later time at the discretion of the Municipality or RSD. The final list of facilities to be included in an IGA and EMSA Agreements will be stipulated in the scope of work for the specific agreements after review and approval by MA DOER.

8.4 ATTACHMENT 4 - RFQ MINIMUM REQUIREMENTS

Each of the items listed on the following table shall be marked “Y” if supplied and “N” if not supplied. RFQ Responses that do not contain all items enumerated in “Minimum Required Items” as set forth below, shall be disqualified prior to further qualification review at the discretion of the Selection Committee.

Criteria	Supplied (Y/N)
2.1 Minimum Required Items	
2.1.1 Proposal completeness and adherence to format	
2.1.2 Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7)	
2.1.3 Department of Capital Asset Management (DCAM) Update Statement (DCAM Form CQ3	
2.1.4 Debarment Statement	
2.1.5 Evidence of bond capability	
2.1.6 Form of legal entity and year entity was established	
2.1.7 Describe any changes in ownership status over the past ten (10) years and/or anticipated changes in the next two (2) years	
2.1.8 Other entity names, if any	
2.1.9 Ultimate parent company, if applicable	
2.1.10 Federal Tax Identification Number for Respondent	
2.1.11 Financial Statements.	
2.1.12 Performance Guarantee.	
2.1.13 Lawsuits and Disputes.	
2.1.14 Certificate of Insurance	
2.1.15 Certificate of Tax Compliance	
2.1.16 Signature Authorization Certificates	
2.1.17 Non-Collusion Statement	
2.1.18 Software; Building Energy and Project Management	

8.5 ATTACHMENT 5: CERTIFICATION OF NON-COLLUSION

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or 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 of individual submitting bid or Response

Name of business

Date

9.

8.6 ATTACHMENT 6: TAX COMPLIANCE CERTIFICATION

Tax Compliance Certification

Pursuant to MGL c. 62C, § 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(1) Individual Contractor:

(Contractor's Name and Signature)

Social Security Number: _____

(2) Corporation, Association or Partnership:

(Contractor's Name)

Federal Tax ID Number or Social Security Number:

By: _____

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

8.7 ATTACHMENT 7: CERTIFICATION OF VOTE

Certificate of Vote of Authorization

_____, 200__

I hereby certify that at a meeting of the Board of Directors of the:

(Name of Corporation)

duly called and held at: _____

(Location of meeting)

on the ____ day of _____, 200__, at which a quorum was present and acting,

it voted that _____

(Name of Authorized Person)

of the Corporation, be and hereby is authorized to execute and deliver for and in behalf of the Corporation a Contract with the Municipalities and RSDs, for work to be done at the Municipalities and RSDs, and as Principal to execute Bonds in connection therewith, which Contracts and Bonds were presented to and made a part of the records of said meeting. I further certify that _____ is duly qualified and acting

(Name of Corporate Officer)

_____ of the Corporation and that said vote has not

(Title)

been repealed, rescinded or amended.

A true copy of the record,

ATTEST:

(CORPORATE SEAL)

STATE/Commonwealth of _____

County, SS.

On this ____ day of _____, 2010, before me the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

(Notary Public)

My commission expires: _____

8.8 ATTACHMENT 8: REFERENCE FORM

Reference Form

(ESCO may use own form if it contains all required information)

RFQ ESCO: _____

RFQ Title: _____

RFQ ESCO must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.

Reference: _____ **Contract:** _____

Address: _____ **Phone:** _____

Fax: _____

Description, cost and date(s) of services and equipment provided and benefits to owner:

Reference: _____ **Contract:** _____

Address: _____ **Phone:** _____

Fax: _____

Description, cost and date(s) of services and equipment provided and benefits to owner:

Reference: _____ **Contract:** _____

Address: _____ **Phone:** _____

Fax: _____

Description, cost and date(s) of services and equipment provided and benefits to owner:

Reference: _____ **Contract:** _____

Address: _____ **Phone:** _____

Fax: _____

Description, cost and date(s) of services and equipment provided and benefits to owner:

8.9 ATTACHMENT 9: DEBARMENT STATEMENT

The undersigned contractor certifies to the Municipalities and RSDs that neither it nor its principals, officers or any affiliated entities has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions in accordance with the requirements of OMB Circular A-87 and with Executive Order 12549, “Debarment and Suspension.”

Furthermore, the contractor certifies that it shall not make any subcontract or permit any subcontract to be made with any party which is debarred or suspended or is otherwise excluded in accordance with said OMB Circular and with Executive Order 12549.

This certification shall be for the benefit of the Municipalities and RSDs, and their successors and/or assigns and is binding upon the contractor, its successors and assigned.

Executed under seal this _____ day of _____, 2010

Contractor Name

By its duly authorized agent,

Contract Number _____

Authorized Signature

8.10 ATTACHMENT 10: DRAFT TECHNICAL AUDIT AGREEMENT

A sample technical audit agreement is available at the following URL:

http://www.mass.gov/?pageID=eoeaterminal&L=3&L0=Home&L1=Energy%2C+Utilities+%26+Clean+Technologies&L2=Green+Communities&sid=Eocea&b=terminalcontent&f=doer_green_communities_gc-ems&csid=Eocea

8.11 ATTACHMENT 11: DRAFT ENERGY MANAGEMENT SERVICES AGREEMENT

A sample energy management services agreement is available at the following URL:

http://www.mass.gov/?pageID=eocceaterminal&L=3&L0=Home&L1=Energy%2C+Utilities+%26+Clean+Technologies&L2=Green+Communities&sid=Eocea&b=terminalcontent&f=doer_green_communities_gc-ems&csid=Eocea

8.12 ATTACHMENT 12: ANNUAL REPORT FOR ENERGY MANAGEMENT SERVICES PROJECT

A sample annual report is available at the following URL:

http://www.mass.gov/?pageID=eocceaterminal&L=3&L0=Home&L1=Energy%2C+Utilities+%26+Clean+Technologies&L2=Green+Communities&sid=Eocea&b=terminalcontent&f=doer_green_communities_gc-ems&csid=Eocea

8.13 ATTACHMENT 13: MASSACHUSETTS PREVAILING WAGES

The wage schedules for this RFQ are attached for the following communities:

Newburyport

Amesbury

Haverhill

Boxford

North Andover

Lawrence

Methuen