

**REQUEST FOR QUALIFICATIONS for ENERGY MANAGEMENT SERVICES
Under Massachusetts General Laws, Chapter 25a, Section 11i**

**CITY OF SALEM, MASSACHUSETTS
PURCHASING DEPARTMENT
120 WASHINGTON STREET, 3RD FLOOR
SALEM, MA 01970**

Invites sealed bids/proposals for furnishing and delivering to the City of Salem:

**PUBLIC WORKS ENERGY MANAGEMENT SERVICES PROGRAM
December 23, 2009**

The City of Salem, hereby seeks Statements of Qualifications for selection of a firm to provide a comprehensive program of Energy Management Services pursuant to M.G.L. c.25A, §11I in order to enter into a Energy Management Services Contract. All respondents shall be certified by the Division of Capital Asset Management (DCAM) as eligible to provide Energy Management Services and not debarred from bidding under section 44C of M G L c 149 or any other applicable law. In addition to the other information requested all responses should be accompanied by (1) a copy of a certificate of eligibility used by the Commissioner of DCAM, and (2) by a DCAM Update Statement. A copy of the Request for Qualifications may be obtained at the Purchasing Department, 120 Washington Street, 3rd Floor, Salem, MA 01970, and may be viewed and printed from www.comm-pass.com, search solicitation L-22, or www.salem.com within the Purchasing Department, under Bids and RFP's, L-22.

Office Hours:

Mon., Tues., Wed., 8:00AM – 4:00PM

Thurs. 8:00AM – 7:00PM

Fri. 8:00AM – 12:00PM (noon)

Statements must be received at the office of the Purchasing Agent **ON OR BEFORE** the time and date stated above, at which time and date they will be opened and registered. Late submissions, delivered by mail or in person, will be rejected. Faxed or emailed submissions are not acceptable and will be rejected.

If applicable, Statement/Bids/Proposals shall be in accordance with Chapter 149 of the M.G.L. as amended, M.G.L. Chapter 39 §39A, 39B and 39F-R. M.G.L. Chapter 149, § 26, 27, 29, 35 and 44A-44M, M.G.L. and Chapter 25A, §11I.

The City of Salem may cancel this RFQ, or reject in whole or in part any and all proposals when the City determines that cancellation or rejection serves in the best interests of the public.

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Introduction—Request for Qualifications

The City of Salem seeks Statements of Qualifications from qualified providers interested in implementing a comprehensive, performance-based, Energy Conservation Project¹ with guaranteed energy savings² at the City of Salem buildings and facilities.

The Awarding Authority intends, pursuant to G.L. c. 25A, Sec. 11I, to select and enter into an Energy Management Services Contract with the most highly qualified provider per the evaluation criteria herein.

All respondents shall be certified by the Division of Capital Asset Management (DCAM) in the category of providing Energy Management Services and not debarred from bidding under G.L. c. 149, Sec. 44C or any other applicable law. In addition to the other information requested herein, all responses must be accompanied by (1) a copy of a certificate of eligibility issued by the Commissioner of DCAM, and (2) by a DCAM Update Statement.³

Respondents shall submit one original and seven (7) copies of Responses and one single-file electronic version completed according to the requirements set forth and according to the format described herein. Respondents shall be evaluated only on the criteria set forth in this Request for Qualifications (RFQ).

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.

Questions and Inquiries: All prospective respondents may attend a pre-bid conference held at 120 Washington Street, Salem, MA in the 3rd Floor Conference Room as discussed below. Respondents interested in attending must confirm attendance by contacting Thomas P. Watkins, Acting Purchasing Agent via email at twatkins@salem.com. In the email correspondence, Respondents are required to provide the number of attendees, up to three (3), and the full contact information for the key contact attending the pre-bid conference.

Questions posed verbally at the pre-bid conference must be submitted in writing to the Awarding Authority in electronic form within five (5) calendar days after the pre-bid conference. The Awarding Authority shall issue a post conference addendum reciting each question and its response. Only the information contained in that addendum shall be relied upon when submitting a proposal. Verbal exchanges during the conference will be considered informal and of no legal effect. The burden shall be on a Respondent to seek further clarification from the Awarding Authority in writing if the

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.

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 state agency, local governmental body or building authority for the shortfall amount. 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.”

³ Guidelines for DCAM certification: http://www.mass.gov/cam/Creform/CR_CertGuideProc_GC_AA_2008_12_04.pdf

information contained in the post-conference addendum deviates from the Respondent's intent or understanding.

Final inquiry date: All questions and inquiries concerning this RFQ should be submitted in writing via email no later than five (5) business days prior to the bid opening. E-mail Acting Purchasing Agent Thomas P. Watkins at twatkins@salem.com

Inquiries **will not** be answered directly. The Awarding Authority will issue an addendum to address the written questions submitted by the aforementioned deadline. Any addenda will be posted (insert how the awarding authority plans to publish and distribute addendum, whether by web publishing, email, or registered letter). It is the responsibility of the Respondent to contact (insert contact and preferred method of communication) prior to the submittal deadline to ensure that the Respondent has received all addenda issued by the Awarding Authority.

Timeline and Contact Information

Primary Contact:

Thomas P. Watkins, Acting Purchasing Agent
 City of Salem, Massachusetts
 Purchasing Department
 120 Washington Street, 3RD Floor
 Salem, MA 01970

Phone: 978-619-5695
 Email: twatkins@salem.com



Projected Selection Timeline: [Insert projected timeline.](#)

Notification to the DOER:	Monday Nov 2, 2009
Published in Central Register:	Tuesday Nov 10, 2009
Published in (Salem News, City of Salem website, Comm-Pass, and posted outside Salem City Hall Purchasing Department):	Friday Nov 13, 2009 Monday Nov. 16, 2009
RFQ available:	Tuesday Nov 17, 2009
Voluntary Pre-bid Conference:	Tuesday December 1, 2009 10:00 AM, 120 Washington Street, 3rd Floor conference room
Final Inquiry Date:	Thursday December 17, 2009, 7:00 PM
Responses Due:	Wednesday December 23, 2009, 10:00 AM
Location:	CITY OF SALEM, MASSACHUSETTS PURCHASING DEPARTMENT 120 WASHINGTON STREET, 3RD FLOOR SALEM, MA 01970 ATTN: Tom Watkins
Anticipated Evaluation Complete:	Friday January 8, 2010
Anticipated Interviews:	Thursday January 14, 2010
Anticipated Selection for Negotiations:	Thursday January 21, 2010

Projected Investment Grade Audit Timeline: [Insert projected timeline.](#)

Negotiate Contract:	Target Friday February 5, 2010
Notification to the DOER:	Target Friday February 5, 2010
Sign Investment Grade Audit Agreement:	Target Friday February 12, 2010
Review Energy Study:	Target Wednesday April 28, 2010
Accept Energy Study:	Target Wednesday May 26, 2010

Projected Construction Timeline:

 Negotiate Scope of Work:	(TBD)
 Negotiate Energy Management Services Contract:	(TBD)
EMSC Notification to the DOER:	(TBD) Awarding Authority must file a copy of the EMSC (including IGA) thirty days after signing agreement
Sign Agreement:	(TBD)
Confirm Financing:	(TBD)
Design/ Install ECMs:	(TBD)
Inspect and Accept ECMs:	(TBD)
Issue Certificate of Substantial Completion:	(TBD)
Sign Agreement:	(TBD)
Monitor Performance:	(TBD)
Savings Guarantee:	(TBD)

Respondents must submit proposals that fully comply with the requirements set forth in this RFQ.






Section I – General Information


1. Purpose

The Awarding Authority seeks Statements of Qualification from qualified providers interested in implementing a comprehensive, performance-based Energy Management Services Project⁴ (“EMSP”) for the cities municipal and school facilities. The Awarding Authority intends to select a qualified provider pursuant to G.L. c. 25A, §11I.

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 of City of Salem staff that will be customized for the City of Salem staff, buildings, and facilities. The Awarding Authority intends to leverage energy savings to fund the cost of the project to the greatest extent possible.

Objectives: The Awarding Authority intends this Project to include a comprehensive range of energy conservation measures⁵ and services including the design and installation of systems and/or maintenance programs to conserve energy and water and/or shift energy loads to on-site renewable power sources, including, without limitation, (a) energy management services utility-demand reduction projects, (b) innovative project financing (optional at the (Awarding Authority)’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, nal at the Awarding Authority sole discretion) (d) the installation or modification of new and existing equipment to reduce energy  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, (e) proactive maintenance and service programs and City of Salem staff training (f) a detailed Investment Grade Energy Audit⁶ with City of Salem specific information, and (g) the work associated with monitoring and verifying project savings and the study and/or design of the subject work.

 **Context of Project:** The Awarding Authority intends to use this Project to address, meet, or exceed several of the goals, objectives, strategies, and actions identified by City staff including elements:


⁴ “**Energy management services**”, a program of services, including energy audits, energy conservation measures, energy conservation projects or a combination thereof, and building maintenance and financing services, primarily intended to reduce the cost of energy and water in operating buildings, which may be paid for, in whole or in part, by cost savings attributable to a reduction in energy and water consumption which result from such services.

⁵ “**Energy conservation measures**”, measures involving modifications of maintenance and operating procedures of a building or facility and installations therein, which are designed to reduce energy consumption in such building or facility, or the installation or modification of an installation in a building or facility which is primarily intended to reduce energy consumption.

⁶ “**Energy audit**”, a determination of the energy consumption characteristics of a building or facility which: (a) identifies the type, size and rate of energy consumption of such building or facility and the major energy using systems of such building or facility; (b) determines appropriate energy conservation maintenance and operating procedures; and (c) indicates the need, if any, for the acquisition and installation of energy conservation measures or alternative energy property. An Investment Grade Audit is a bankable document.

Proposed Project Elements:

1. Provide the Awarding Authority with energy and water efficiency upgrades at no up-front cost to the Awarding Authority and in such a way as to use the money saved through increased efficiency to increase building performance to national energy performance ratings⁷, including the installation of renewable energy projects where feasible.
2. Seek utility rebates, State and Federal energy efficiency and renewable energy technology funds that facilitate the incorporation of renewable energy resources, demand resource programs, and/or grants for the renovation of schools with high performance standards.
3. Complete a structural review of the Awarding Authority's buildings to determine viability of retrofitting them with photovoltaic installation on roofs including application of any available grant funds.
4. Review maintenance and operation procedures facility use against energy saving options in each department.
5. Install integrated energy management systems for all public buildings.
6. Review energy source (e.g., electric, natural gas, or heating oil) and to identify potential alternatives for each department to use to meet (Awarding Authority) greenhouse gas emission reduction targets.

2. Investment Grade Audit Agreement

In accordance with G.L. c. 25a, Sec. 11I (g), the Awarding Authority and the selected most qualified provider (ESCO) will negotiate the scope of work for the Investment Grade Energy Audit (IGA Agreement). The successful ESCO and the Awarding Authority will enter into the IGA Agreement, which shall 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 proposal.

All components of the IGA Agreement will be presented in a detailed written report (see Attachment 7), hereinafter referred to as IGA Report.

⁷ The **national energy performance rating** is a type of external benchmark that helps energy managers determine how efficiently their buildings use energy, relative to similar buildings nationwide. The rating system's 1–100 scale allows everyone to understand quickly how a building is performing — a rating of 50 indicates average energy performance, while a rating of 75 or better indicates top performance.

3. Acceptance of the Audit

As part of its consideration of the completed IGA Report and the recommendations/proposals of the successful ESCO, the Awarding Authority may, in its sole discretion and prior to the execution of the IGA Agreement, elect to proceed with all or any portion of the improvements proposed or recommended by the ESCO including elimination of any building and/or facility from the scope of the IGA. 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.

4. Energy Services Management Contract



Upon completion of the IGA Report and its review and acceptance by the Awarding Authority (and any third-party agent the Awarding Authority 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 (“EMSC”), 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 EMSC 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 EMSC shall provide the ESCOs implementation and measurement strategies with respect to the construction term and the performance term.

5. Contract Responsibility

The selected ESCO shall assume total responsibility for the design and implementation of the Project as defined in the EMSC. The ESCO shall be the designer of record, and provide an engineer’s stamp on all appropriate materials. 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 Awarding Authority, shall be negotiated into the EMSC or under a separate agreement for a term and scope determined by the Awarding Authority.

6. Standard Contract

The IGA Agreement and the EMSC stemming from this RFQ shall meet the requirements set forth in M.G.L. Ch. 25A Sec. 11I, and will include, at a minimum, the Awarding Authority standard contract language in its entirety as required.

7. Savings Guarantee

The guaranteed savings provision shall be fully defined in the EMSC and shall be the measured unit reduction in fuel, energy, water and operating or maintenance costs resulting from the implementation of the Scope of Services defined in the EMSC. 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 EMSC.

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 EMSC, 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.

8. Financing

Respondents shall include in their responses information regarding financing provided by the ESCO directly, or through a third party, however, the Awarding Authority reserves the right to secure financing from whichever source(s) the Awarding Authority determines is in its best interest. Financing costs must be fully open book costs. ESCOs may not earn any overhead or profit on financing costs.

9. 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; 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 EMSC and that are deemed to have a monetary or societal value shall be the sole property of the Awarding Authority.**

10. 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 Awarding Authority's residents and businesses) and green technologies (such as green roofs, rainwater reclamation, etc) .

11. 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 Awarding Authority reserves the right to waive minor irregularities and formalities in the selection of the ESCO for this project.

12. Required Insurance and Bonds

The ESCO will be expected to provide the Awarding Authority with 100% payment and performance bonds for this Project from a surety company licensed by the Massachusetts Division of Insurance and whose name appears on United States Treasury Department Circular 570. The successful ESCO shall procure and maintain in effect during the life of the agreement insurance as required in the form of the IGA Agreement and the EMSC.

13. 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 EMSC. The ESCO shall be responsible for compliance with all applicable laws and regulations. If there are tax credits that Awarding Authority is not qualified for but the ESCO is, those savings will be passed on to the Awarding Authority. The City of Salem will waive all permit and license fees under its jurisdiction.



14. References and Disclosure of Information

Submission of a response shall be deemed permission to the Awarding Authority to make inquiries concerning the ESCO to any persons or firms deemed appropriate by the Awarding Authority. The ESCO's submission of a response shall be deemed acknowledgement that it is familiar with the Massachusetts Public Records Law, G.L. c. 66, Sec.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 G.L. 66, §10.

15. Cost of Responses

The Awarding Authority assumes no liability and will not reimburse any costs or expenses incurred by any Respondent (whether or not selected) in developing responses to this RFQ.

16. Use of and Information Relating to Proprietary Equipment, Controls, or Services

Unless no other manner of description suffices, and the Awarding Authority so approves in writing, no technical requirements and scope of work within the EMSC 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 Awarding Authority at the time of installation at no extra charge.

17. Facility Profile

Please refer to detailed list in Attachment 1.

18. CORI Clearance Requirements

In accordance with G.L. c. 71, Sec. 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 pursuant to this RFQ, and prior to commencement of any work, the successful ESCO shall complete and sign a Request Form to obtain CORI if, in the determination of the Awarding Authority, some or all of the employees or contractors of the ESCO “may have direct and unmonitored contact with children” during the performance of their work on school property. As required by the Awarding Authority, the ESCO shall be responsible to have all of its contractors complete and sign a Request Form to obtain CORI.

19. Division of Project

The Awarding Authority reserves the right, in its sole discretion, to select more than one qualified provider and divide the Project as the Awarding Authority determines is in its best interest.

20. Inconsistent Standards

If any requirement or standard set forth in this herein is inconsistent with any requirement or standard set forth elsewhere in this 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 Awarding Authority shall prevail.

21. Addenda

The Awarding Authority may issue addenda to the RFQ.

22. DCAM Certification

DCAM will certify a Respondent based on its Certification of Eligibility process, conducted in accordance with MGL Ch. 149, Section 44D. Interested companies must be certified prior to submitting their proposal.

APPLICATION FOR CERTIFICATE OF ELIGIBILITY CONTRACTOR QUALIFICATION STATEMENT

To be eligible to offer a proposal for the Energy and Water Energy Management Services Program, Respondents must be certified by the Division of Capital Asset Management's Office of Contractor Certification. Interested Companies must be certified in the Standard Category of Energy Management Systems. DCAM certifies all companies carrying out work for the Commonwealth based on its Certification of Eligibility process. Detailed below is the application process for submittal of proposals for this project.

A. APPLICATION PROCESS-Standard Category of Energy Management Systems:

The application process for Standard Category has two parts:

1.) Standard Contractor Qualification Statement (CQS)

Interested Company's that have not been issued a Certificate of Eligibility in the Energy Management Systems category of work within the previous twelve (12) months must submit a standard CQS to the DCAM Certification Office. Companies who are not currently certified or who are seeking changes to their certification should get appropriate forms to the certification office at least five weeks prior to bid date. There is a processing time associated with certification. Companies who are not certified by the proposal bid date are not eligible to bid. Interested Companies expecting to submit proposals in this category will apply to be certified under Standard category of Energy Management Systems.

2.) Update Statement:

Certified Interested Companies submitting proposals in response to the RFP must include with their proposal their Update Statement and Certificate of Eligibility. With the Update Statement, Interested Companies notify the Office of Construction Services of any changes in projects, company organization, or other items in their CQS since the most recent CQS was filed with the Office of Contractor Certification.

B. OTHER INFORMATION:

Please note: the estimated cost proposed for this project may not exceed the Single Maximum Project Limit for either certification category as approved by the Office of Certification. Proposals exceeding this limit will be deemed non responsive and will be returned to the proposer. The required forms are attached. **No proposals will be accepted unless the firm has been certified through this process.**

Questions about any of the attached forms or about what form(s) to submit should be directed to Natasha Bizanos, Contractor Certification Office, One Ashburton Place, 15th Floor, (617) 727-9320. Information and forms for certification are also located at:
<http://www.state.ma.us/cam/DCPCERT.htm>.

23. The minimum wage rates provided in this RFQ have been provided by the Division of Occupational Safety of the Massachusetts Department of Labor and Workforce Development. The Awarding Authority is not responsible for errors or omissions in such wage rates.

M.G.L. c. 149, s. 26 and 27 provide as follows:

". . . Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between

organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

. . . The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in said section twenty-six, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction "

Mass General Laws c. 149, section 27 as amended on August 8, 2008 requires annual updates to prevailing wage schedules for all public construction projects lasting longer than one year. The Contractor is required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The Contractor and all subcontractors are required to anticipate such annual updated prevailing wage schedules and neither the Contractor nor any subcontractors shall be entitled to claim additional compensation for base contract work due to updated prevailing wage schedules.

Section II – Statement of Qualifications Format and Preparation Instructions

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

Respondents are required to submit proposals that fully comply with the requirements set forth in this RFQ. In addition, alternative proposals may also be offered if the respondent feels such proposals provide measureable value to the (Awarding Authority); but such alternative proposals must meet the full requirements of this RFQ. Please provide eight (8) copies of your response, and one single-file electronic version.

1 Table of Contents

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

2 Approach and Opportunities for Energy Management Services for Salem

Respondents shall summarize their approach to working with the City of Salem, including who will have primary responsibility for the interface with City personnel on an ongoing basis.

Respondents will describe where the major opportunities for energy management improvements and investments are, based on the facilities information and utility consumption data provided herein. Specifically, Respondents shall address,

- What are the likely projects that will be identified for investment grade analysis in each of the City buildings described in this RFQ?
- Which properties have the greatest energy use reduction opportunities?
- Where are the infrastructure upgrades and their locations that could likely be included in the project?
- Are there properties which are unlikely to fall within the scope of an energy management services contract (and why)?


3 Contractor Qualifications Data

3.1 Minimum Required Items

- 3.1.1 Proposal completeness and adherence to format. Substantial conformity with the specifications and other conditions set forth in the request for qualifications.
- 3.1.2 References of other energy savings contracts performed by the qualified providers.
- 3.1.3 Department of Capital Asset Management (DCAM) Certificate of Eligibility (DCAM Form CQ7) and Update Statement (DCAM Form CQ3)
- 3.1.4 Quality of the products proposed
- 3.1.5 Methodology of determining energy savings
- 3.1.6 Time specified in the qualifications for the performance of the contract.

- 3.1.7 General reputation and performance capabilities of the qualified providers.
- 3.1.8 Prevailing Wage

3.2 Other Required Items

- 3.2.1 Evidence of bond capability of at least five (5) million dollars from a surety company licensed by the Massachusetts Division of Insurance and whose name appears on United States Treasury Department Circular 570. Please provide the mark-up or fee your firm will charge for the performance and payment bonds as a percentage of the construction costs.
- 3.2.2 Form of legal entity and year entity was established.
- 3.2.3 Describe any changes in ownership status over the past ten (10) years.
- 3.2.4 Other entity names, if any.
- 3.2.5 Ultimate parent company, if applicable.
- 3.2.6 Federal Tax Identification Number for Respondent
- 3.2.7 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.
- 3.2.8 Lawsuits and Disputes. Discuss whether your firm has ever been involved in a lawsuit or dispute regarding a energy management services contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit or ation. Further, please discuss whether your firm has been barred from providing energy management services in any states.

3.3 General Reputation and Performance Capabilities

- 3.3.1 Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Awarding Authority.
- 3.3.2 Provide the number of years Respondent has been engaged in providing EMSP services.
- 3.3.3 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 EMSP projects in the Northeast, and if possible, specifically in Massachusetts, which included varying types of mixed-use facilities.
- 3.3.4 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 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 Provide the number of full-time EMSP 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.
- 3.3.7 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 Fully describe five (5) EMSP that the Respondent has implemented within the last five (5) years.
- 3.4.2 Identify projects that involve facilities similar in type, size or scope to the Awarding Authority's facilities.
- 3.4.3 Identify projects that have been managed by individuals who Respondent anticipates will be assigned to the Awarding Authority's project, in particular the Audit Manager and the Construction Manager. Discuss the level of technical/economic expertise of the staff. Provide resumes of the project team members and indicate which branch office each project team member is assigned. For each project team personnel, please list the current projects such employee is currently involved with and the status of the project. Please provide an organizational chart.
- 3.4.4 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.
- 3.4.5 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.
- 3.4.6 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 performance as part of the RFQ submittal review process.

3.5 Investment Grade Audit

- 3.5.1 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?
- 3.5.2 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.
- 3.5.3 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.

- 3.5.4 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 Does your firm use multiple baselines for different ECMs? If so, please discuss approach.
- 3.5.6 Discuss the frequency of baseline adjustments over the course of the ESMC, define the drivers that influence such adjustments and how frequently such data is collected.
- 3.5.7 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.
- 3.5.8 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  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.
- 3.5.9 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 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".
- 3.5.11 Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or capital savings.
- 3.5.12  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  A of February 1, 2009.

3.6 Construction and Commissioning

- 3.6.1 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.
- 3.6.2 Describe Respondent's reporting and client liaison protocols to be employed throughout the construction process.
- 3.6.3 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.
- 3.6.4 Discuss Respondent's perspective on integrating customer contractors into the ESMC. 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?
- 3.6.5 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 standards in municipal buildings and the public school environment. Also describe how Respondent anticipates those standards would be maintained throughout the term of the ESMC.

- 3.6.6 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? If so, how much. Please note that all costs will be open book.
- 3.6.7 Discuss the role Respondent takes in managing subcontractors. The Respondent must oversee all work performed by subcontractors, including any work performed during occupied and unoccupied times. Please discuss your approach to Construction Management.
- 3.6.8 For any design work conducted by third-party experts, please identify who the designer of record will be.
- 3.6.9 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 five (5) reference customers.
- 3.6.10 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

M.G.L. c.25A, §11I 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.

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 Describe how excess savings is documented, and how Respondent treats excess annual savings. Excess savings will accrue to the awarding authority. **(Annual savings must stand alone in the year they are realized and cannot be carried over or credited to another year.)**
- 3.7.4 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? How will the respondent guarantee savings during construction if they are part of the project savings?
- 3.7.5 Describe Respondent’s standard measurement and verification procedures, including reporting frequency, reconciliation methods and timing.
- 3.7.6 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.



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 Provide detailed information on any proposed training programs for Awarding Authority maintenance personnel and staff, including course content, location, and schedule.
- 3.8.2 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.
- 3.8.3 Provide the numbers of accessible truck based service and maintenance professionals and describe their level of training and experience.
- 3.8.4 State Respondent's general recommendations as to benefits of contracted service and maintenance vs. training of Awarding Authority personnel.
- 3.8.5 Please note that the Awarding Authority must be fully notified of any ECM that requires an increase in maintenance compared to existing maintenance.

3.9 Pricing Structure

- 3.9.1 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 provide mark-ups for any approach. Please note that the Awarding Authority will determine its final preferred approach.
- 3.9.2 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. Please state what issues or items would result in a Change Order.
- 3.9.3 Under a Guaranteed Maximum Price contract, what level (percentage) does your firm include as a contingency to contractually eliminate any Change Orders?
- 3.9.4 Please note, under an ESMC, up to twenty percent will be held as Retainage on all progress payments until final completion? Please state your acceptance of this provision.
- 3.9.5 Respondents must complete the chart in Attachment A for contracted mark ups. If other categories are to be considered, please provide such additional information. Please also note that mark-ups not included by the Respondent in this response will not be considered in the development of the IGA Report, project development and the ESMC negotiations. ESCOs are encouraged to provide additional detail on mark-up categories as needed.
- 3.9.6 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:
 - Under 1,000,000 total square feet
 - 1,000,001 \geq 1,250,000 total square feet
 - 1,250,001 \geq 1,500,000 total square feet
 - 1,500,001 \geq 2,000,000 total square feet

- Over 2,000,001 total square feet
- 3.9.7 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 ESMC. Please provide a fixed price break up fee for each of the tiered levels above.

Project Soft Costs Mark Ups	Lighting and Controls	Major mechanical/ HVAC systems	Chilled water systems	EMS/DC	Building envelope & window upgrades	Air distribution/ exhaust systems	Pool improvements	Wall water systems	DEW construction	Motor/driver	Kitchen equipment	On-site generation & renewables	Vending, PC controllers, fire & safety
	Investment Grade Energy Audit												
Engineering, Design and Spec													
Project Management													
On-site Construction Management													
Commissioning													
Training													
M&V During Construction													
Cost of Risk													
P&P Bonds													
Construction interest													
Travel													
Site Conditions													
Hazardous Waste													
Other -Warranty													
TOTAL													
Overhead													
Profit													

Section III - Other Factors the Awarding Authority Shall Consider

1 Experience

- 1.1.1 **Experience with Public Buildings:** 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.
- 1.1.2 **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.
- 1.1.3 **Method of Record Keeping Satisfying Awarding Authority and DOER Annual Reporting 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 seven (7) years after final payment. All requests for records and information by the City of Salem shall be provided at no cost.
- 1.1.4 **Financing:** 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.
- 1.1.5 **Innovative Project Funding:** 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.
- 1.1.6 **Experience with Renewable Energy and High-Efficiency Power Production:** 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).

2 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.

3 Evaluation of Responses

A. Evaluation Process

The Awarding Authority has established a Program Evaluation Team consisting of Awarding Authority representatives to formally evaluate each Response. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information as the Project Evaluation Team deems appropriate. The Project Evaluation Team will conduct interviews as required by G.L. c. 25A, Sec. 11I, and such additional interviews as it may deem necessary to evaluate the Respondents. The Awarding Authority reserves the right to request or obtain additional information about any and all Responses.

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

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

B. Minimum Required Items

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

Minimum factors the city of Salem will consider as required under MGL c.25A, § 11I include:

Criteria		Supplied
Minimum Required Items Under MGL c. 25A, § 11I		Y/N
	references of other energy savings contracts performed by the qualified providers	
	the certificate of eligibility and update statement provided by the qualified providers	
	quality of the products proposed	
	methodology of determining energy savings	
	general reputation and performance capabilities of the qualified providers	
	substantial conformity with the specifications and other conditions set forth in the request for qualifications	
	time specified in the qualifications for the performance of the contract	

Other factors the City of Salem will consider and make a matter of record include:

Criteria		Supplied
Minimum Required Items		Y/N
2.1.1.	Proposal Completeness and Adherence to Format	Y/N
2.1.2.	Department of Capital Asset Management (DCAM) Certificate of Eligibility	Y/N
2.1.3.	Department of Capital Asset Management (DCAM) Update Statement	Y/N
2.1.4.	Debarment Statement	Y/N
2.1.5.	Evidence of Bond Capability	Y/N
2.1.6.	Form of Legal Entity	Y/N
2.1.7.	Changes in Ownership	Y/N
2.1.8.	Other Entity Names	Y/N
2.1.9.	Parent Company	Y/N
2.1.10.	Federal Tax Identification Number	Y/N
2.1.11.	Financial Statements	Y/N
2.1.12.	Form of Performance Guarantee	Y/N
2.1.13.	Lawsuits and Disputes	Y/N

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Project Criteria

Respondent's submittal describes a firm:

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

11. With a history of identifying creative opportunities to employ energy and water efficiency, renewable energy, and combined heat and power and/or district heating solutions to the client's advantage.
12. With a history of working with clients to identify pricing structures that minimizes risk and maximizes return for the client.
13. With a proven history of understanding client's goals and developing effective strategies to achieve them.

D. Evaluation Format

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

Scoring will be summarized on a Formal Evaluation Form. The Awarding Authority may adjust the scores following interviews as required by G.L. c. 25A, Sec. 11I, and such additional interviews as the Awarding Authority may deem necessary to evaluate the Respondents.

E. Weighting

RATING CATEGORY	WEIGHT
Relevant Company Experience (10,000 foot view) <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 	5%
Project References <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 	10%
Personnel Experience <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 	10%
Project Approach <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 	30%
Measurement and Verification <ul style="list-style-type: none"> • Comprehensiveness of Overall Proposed M&V Approach 	15%

<ul style="list-style-type: none"> • 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 Cost of the IGA Approach to Pricing (Open/Closed/Hybrid) Competitiveness of Markups Margin Pancaking Approach to Rebates, Incentives and Grants</p>	30%

F. Final Decisions

The decision of the Awarding Authority regarding the selection of a qualified provider shall be final and, to the fullest extent allowed by law, shall not be subject to appeal except on the grounds of fraud or collusion.

Attachment 1 - Building Inventory 2009

Facility Name	SERVICE ADDRESS	Sq Ft	Year Built	Renovation	BTU/SF/ YR	ANNUAL USAGE (FY 2008)				ANNUAL COST (FY 2008)			TOTAL COST
						KWh	Therms	gallons	Electric \$	Gas \$	Oil \$		
Bates Elementary School	53 Liberty Hill Ave	91,223	1970	1999	57,921	538,400	34,467		\$99,604	\$49,555		\$149,159	
Bentley School	23 Memorial Drive	89,592	1967		63,311	409,120	42,762		\$75,687	\$61,075		\$136,762	
Bowditch School	79 Wilson St	96,016	2001		42,919	506,000	23,944		\$96,140	\$34,925		\$131,065	
Carlton School	10 Skerry Street	52,399	2004		39,003	198,100	13,678		\$36,649	\$20,693		\$57,341	
Collins Middle School	29 Highland Ave	240,000	1909	1992	61,534	1,022,000	112,810		\$172,235	\$169,215		\$341,450	
Salem High school	77 Wilson St	465,000	1974	2003	32,394	2,492,000	64,910	500	\$473,156	\$99,961	\$1,125	\$574,242	
Saltontall School	211 Lafayette St	84,005	1915	1994	60,056	366,960	37,929		\$67,888	\$54,354		\$122,242	
Witchcraft Heights	1 Fredrick St	107,271	1972		55,727	510,900	42,347		\$94,517	\$60,492		\$155,009	
SALERNO AUTOMOTIVE	77 Wilson St	6,500	1990		140,589	89,124	7,121		\$10,988	\$8,250		\$19,188	
City Hall Annex	118 Washington St					169,276	2,827		\$31,316	\$8,074		\$39,391	
City Hall	93 Washington St	18,108	1857		72,568	89,760	7,250		\$16,606	\$18,785		\$35,391	
Old Town Hall	32 Derby Sq	?	1829	2006		8,474	52	5,051	\$1,568	\$484	\$10,093	\$12,145	
Police Substation	50 Leavitt St	1,352	1950		67,130	8,429	620		\$1,559	\$2,039		\$3,598	
Police Headquarters	91 Margin St (billed to 9	31,160	1991		88,959	356,320	15,562		\$65,919	\$23,302		\$89,221	
Harbormaster	Winter Island rd					16,339			\$3,023			\$3,023	
Municipal Golf Course	79 Wilson st					33,804	2,225	1,209	\$6,254	\$3,698	\$2,701	\$12,653	
Mack Park	1 Mack Park						4,797			\$7,702		\$7,702	
?	3108 Essex St						891			\$1,712		\$1,712	
Garage-1 Liberty	50 Winter Island Rd					48,360			\$8,947			\$8,947	
Garage-10 Congress	1 Liberty Street	Parking				327,800			\$60,643			\$60,643	
Garage-Crombie	10 Congress St	Parking				127,228			\$23,537			\$23,537	
Garage-2 Church	Crombie St	Parking				3,848			\$712			\$712	
Garage-Church	2 Church Street	Parking				9,205			\$1,703			\$1,703	
Garage-Sewall	Church Street	Parking				1,377			\$255			\$255	
Salem Library	Sewall St PKG Park	Parking				3,272			\$605			\$605	
Fire Dept-NORTH ST	370 Essex St	27,782	1850		60,948	257,520	8,146		\$47,641	\$13,030		\$60,671	
Fire Dept-LAFAYETTE ST	142 North Street	5,514	1950		97,775	16,100	4,842		\$2,979	\$7,753		\$10,732	
Fire Dept-LORING AVE	48 Lafayette Street	19,620	1950		64,272	152,000	7,424		\$28,120	\$12,616		\$40,736	
Fire Prevention-FORT AVE	62 Loring Avenue	4,726	1950		117,923	13,659	5,107		\$2,527	\$8,167		\$10,694	
Fire Dept-ESSEX ST	27 Fort Avenue	6,270	1950		36,799	11,473	1,378		\$2,123	\$3,712		\$5,835	
DPW Garage?	415 Essex Street	6,588	1920		108,820	29,100	60	4,547	\$4,274	\$431	\$9,655	\$14,359	
	3 Jefferson Ave	38,587			54,244	132,160	16,422		\$24,450	\$24,491		\$48,941	
	Ravenna Ave					32,497			\$6,012			\$6,012	
	20R Rice St					3,082	594		\$561	\$2,196		\$2,757	
Forest River Park	32 Clifton Avenue	8,637	1950		17,804		1,106		\$0	\$2,478		\$2,478	
Greenlawn Cemetary	57 Orne St	mult bldgs				21,507	4,963		\$3,979	\$10,153		\$14,132	
DPW Building	Colby Street Ext					6,600			\$1,221			\$1,221	
DPW Building	Swampscott Rd					17,200			\$3,182			\$3,182	
Council on Aging	5 Broad St	21,672	circa 1850		96,638	79,320	13,120		\$14,674	\$33,331		\$48,005	
		1,422,022				8,072,264	449,537	39,126	\$1,491,200	\$674,216	\$92,032	\$2,257,449	

Attachment 2 – Energy Consumption Utility Data

Provided electronically

Attachment 3 – Certificate by Corporation to Sign Contract

PROPOSAL TO CITY OF SALEM, MASSACHUSETTS

To the Acting Purchasing Agent
City of Salem, Massachusetts

Date offered: _____ 20_____

Gentlemen:

The undersigned hereby proposes to furnish the City of Salem, complete or any part thereof, the listed services, articles, commodities and materials, all in accordance with the attached list, conditions, specifications and the Information and Instructions to Bidders made a part hereof.

The undersigned furthermore agrees that he will execute the necessary and satisfactory bond together with necessary contract in sextuplicate within ten (10) days from the date when he shall have been notified that his proposal has been accepted in whole or in part by the City of Salem.

The undersigned furthermore agrees that, in case of default in executing such contract, with necessary bond, that the check accompanying this bid, and the money payable thereon, shall be fortified thereby to and remain the property of the City of Salem.

This offer and/or proposal has been given after having had the complete bid call to work from and considered the same.

This offer and bid has been made and given all in accordance with Article and Paragraph Number Eighteen (XVIII) and made a part hereof.

TERMS:

- (a) The discount period shall not be less than twenty (20) days.
- (b) The City will receive the benefit of any general price decrease effective during the life of the contract.
- (c) The City will be notified of all price decreases.
- (d) This is a firm *price* meaning guarantee against price increase.
- (e) Delivered F.O.B. to using department, as directed.

(f) This offer to be accepted on or before _____ 20_____

Delivery Offered: _____

Priority Required: _____

Firm Name: _____

Signed by: _____ Corporate Seal or *LS*.
Signature and Title

Address: _____

Signature of Partners: 1. _____ 2. _____

“ “ “ 3. _____ 4. _____

Name of Corporation President: _____

Name of Corporation Secretary: _____

Corporation organized under State of: _____

Partner’s Residential Address:

1. _____

2. _____

3. _____

4. _____

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the _____
(Name Of Corporation)

held on _____ **at which all the Directors were present or waived notice, it was VOTED, that:**
(DATE)

(NAME)

(OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the mane and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____
(OFFICER)

under seal of the Company, shall be valid and binding upon this Company It was further voted that the City of Salem may rely on such authorization for future Contracts until notified to the contrary.

_____ A true copy,

ATTEST: _____

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is
(company) (name)

the duly elected _____ of said Company, and
(TITLE)

that the above VOTE has not been amended or rescinded and remains in full force and effect as of the date of this Contract.

Attachment 4 – Tax and Reporting Compliance Certification

**CITY OF SALEM MASSACHUSETTS
Purchasing Department
120 Washington Street, 3rd Floor
Salem, MA 01970**

TAX COMPLIANCE CERTIFICATE MASS. GENERAL LAWS, CR. 62C, 5: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

Individual Contractor

(Contractor's Name and Signature)

Social Security Number

Corporation, Association

or Partnership

(Contractor's Name)

Federal Tax ID Number,
or Social Security Number

By:

(Authorized Signature)

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 1 19A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 1 19A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 641. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters **59** to **64J**, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.

Attachment 5 – Foreign Corporation Certification

Form is available at the following URL:

<http://www.sec.state.ma.us/cor/corpdf/c156ds1503950c11348.pdf>

Attachment 6 – Insurance Requirements

Required Insurance and Bonds

Before entering into a Guaranteed Energy Savings Contract, City of Salem shall require the ESCO to file with it a payment or a performance bond relating to the installation of energy savings measures, in an amount equal to 100 per cent of the estimated contract value from a surety company licensed to do business in the Commonwealth and whose name appears on United States Treasury Department Circular 570. The successful ESCO shall procure and maintain in effect during the life of the agreement commercial general liability insurance in amount not less than \$5,000,000 for each occurrence, comprehensive automotive liability insurance in amount not less than \$5,000,000, and workers compensation insurance as required by Massachusetts law. Evidence of required insurance shall be presented prior to contract execution. Insurance coverage shall not be canceled without prior written notification to City of Salem.

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 performance contract or unless otherwise waived by the City of Salem. The ESCO shall be responsible for compliance with all applicable codes and laws. If there are tax credits that City is not qualified for but the ESCO is, those savings will be passed on to the City.

Attachment 7 – Investment Grade Audit

Form of Energy Audit Agreement

1. Cover

A. The cover page should provide the following information:

- 1) The words “Energy study for (the facility’s name)”
- 2) Name(s) and address(es) of the building(s) analyzed in the study
- 3) Name of the firm producing study
- 4) Date

2. Table of Contents

Must be complete with page numbers and descriptive title for each section, table, exhibit, attachment, etc. Tables, charts, attachments, and exhibits should be listed separately by number, title and page number.

3. Page Numbers and Revisions

Each page should be numbered and dated. Should revisions be requested, a listing of original pages and replacement pages should be provided. Each revised page should indicate at bottom right corner “Revised--date.”

4. Executive Summary

A short (one or two page) narrative summary of the project, including discussion of the project’s energy savings and financing.

A. The following tables must be included:

- 1) A summary of ECM measures for the project ([Table 1](#));
- 2) A summary of the project cost ([Table 2](#));
- 3) Maintenance services provided by equipment covered, scope, frequency ([Table 3](#));
- 4) A cost savings calculation ([Table 4](#)); and
- 5) A payment schedule ([Table 5](#))

B. Suggested language for savings guarantee.

“The ESCO guarantees that in each year of the Term following Substantial Completion, the Customer will realize energy savings of at least _____ kWh (therms, gallons, etc.). At current rates, these energy savings have a value of _____ Dollars (\$_____).”

Technical Audit Agreement

Preamble

This Technical Audit Agreement (“Agreement”) is made and entered into this _____, 20__ by and between _____ (“ESCO”) and _____ (“Awarding Authority”) for the purpose of identifying, analyzing, designing and specifying conservation measures to improve thermal efficiency, conserve energy, conserve water, reduce waste water, and, when specified, generate electrical power at Awarding Authority properties. This Agreement is entered pursuant to a Request for Responses, and any changes thereto, (“RFQ”) issued by the Awarding Authority dated _____, 20__ and ESCO’s response to said RFQ and any revisions thereto (“Response”), said RFQ and Response incorporated herein by reference. A product of this Agreement shall be a Technical Audit which, together with any and all related drawings, plans and revisions shall become the specifications for work to be performed by the ESCO under a separate Energy Management Services Agreement (“Contract”) to be executed *after* the acceptance by the Awarding Authority of the Technical Audit.

1. Price and Terms

A. Agreed Price: As payment for the Technical Audit prepared by the ESCO, the Awarding Authority shall pay ESCO the sum of _____ dollars (\$), (“Agreed Price”), subject to the following conditions:

- 1) The Technical Audit is accepted by the Awarding Authority and not rejected.
- 2) A Contract is executed between the ESCO and the Awarding Authority.

The Awarding Authority reserves the right to reject the Technical Audit if a) the Awarding Authority, upon review of the Technical Audit, finds it deficient or unacceptable provided ESCO shall have fifteen (15) business days to revise the Technical Audit to the satisfaction of the Authority.

To the extent that materials and supplies are used or incorporated in the performance of this Agreement, the ESCO is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. ESCO shall be responsible for paying all other taxes and tariffs of any sort related to the work performed.

B. Payment Terms: The Awarding Authority shall pay the ESCO the Agreed Price upon closing the financing or lease upon which the Contract is conditional. The Agreed Price shall be part of the Contract Price as described in the Contract.

C. Services Subsequent to Acceptance of Technical Audit: The Agreed Price is the final price for all work related to the Technical Audit, including revisions thereto subsequent to acceptance of the Technical Audit, revisions required during the course of carrying out the work and monitoring as described in the Contract, and revisions resulting from Contract amendments. The Agreed Price may be modified for performing professional services during the term of the Contract that are not otherwise required or that could not have been reasonably anticipated under this Agreement.

D. Agreed Price All Inclusive: The Agreed Price is all inclusive of the ESCO’s costs and expenses and there are no items subject to reimbursement.

E. Agreement Termination: This Agreement is coterminous with the Contract unless otherwise agreed to in writing.

2. Technical Audit Services

A. Time for Performance: Execution and approval by the Authority of this Agreement shall serve as a Notice to Proceed. ESCO shall commence preparation of the Technical Audit in sufficient time to meet the following schedule: *(insert schedule)*

Site visits	As needed and scheduled with Authority
Draft Technical Audit submitted	, 20__
Authority review draft	Within 15 business days of receipt of draft
Technical Audit submitted	Within 15 business days of receipt of review by Authority
Technical Audit accepted or rejected	Within 15 business days of receipt of Technical Audit

The deadline for an acceptable Technical Audit shall be no later than **4:00 PM**, _____, **20__**. After this date, Authority may terminate this Agreement upon written notice to ESCO. All drafts, plans, materials, calculations, specifications and draft Technical Audits shall be retained by the Authority as liquidated damages.

B. Technical Audit Procedures:

1) Purpose

- a) Identify the size, scope and payback of utility conservation measures by a documented analysis of various conservation opportunities as identified in the RFQ, the ESCO’s Response to the RFQ and as negotiated and listed in Facility Profile
- b) Prepare sufficient design, plans, equipment, material and other detail suitable for use as proof of concept, projected use and cost savings, and projected construction budget for work to be performed under the subsequent Contract, and,
- c) Document baseline and projected utility data for use in connection with the performance guarantee of the Contract. Utilities shall refer to all energy and water systems. Utility data will be disaggregated for heating, ventilation, air conditioning, domestic hot water, water, sewer, illumination, and plug loads. The accuracy of the baseline consumption, savings projections and capital budget are of the essence of this Agreement and the subsequent Contract.

2) Provisions

- a) All recommended conservation measures shall meet all applicable current codes including the State Sanitary Code (105 CMR 410.000), Plumbing and Fuel Gas Codes (248 CMR 2.00-7.00), Fire Prevention Regulations (527 CMR 1.00-50.00) Massachusetts Electrical Code (527 CMR 12.00), State Building Code (780 CMR) and all other applicable laws, regulations and codes of federal, state, and local town or city government. The ESCO will

not be expected to resolve any existing code violations but shall make a best effort to report to the Authority any such violations if found.

- b) ESCO shall furnish appropriate competent personnel consistent with ESCO's Response to the RFQ to assure professional and technical accuracy and to obviate a detailed review and checking by the Authority.
- c) ESCO shall conduct and report on detailed site surveys of all Properties listed in Facility Profile. Such surveys shall entail all utilities identified for conservation measures including all energy and water systems. ESCO shall inspect a random sampling of items (e.g. toilets, lamps, or other equipment) in sufficient detail to assure itself of a statistical level of confidence sufficient to undertake and honor the guarantee of the capital costs of the Work and performance of the conservation measures. ESCO shall utilize all available resources such as construction documents, equipment manuals, maintenance records and interviews of persons familiar with each Property and its operation.
- d) ESCO shall examine all utility data presented in the RFQ to check for accuracy against actual bills and utility data printouts and to assure all appropriate adjustments as described in the RFQ in order to confirm that baseline data is accurate and complete.
- e) ESCO shall conduct a detailed Technical Audit of those conservation items listed with the Properties in Facility Profile together with others, which may surface during the preparation of the Technical Audit.
- f) ESCO shall prepare the Technical Audit pursuant to conventions and instructions described in Facility Profile, Special Instructions and consistent with RFQ.
- g) ESCO shall present a thorough description of each recommended conservation measure including, but not limited to, conceptual summary, equipment and material specifications, plans, schematics or detail sketches as appropriate, cost, useful life, savings in utility consumption and expense, maintenance and operating expenses, assurances that the original design performance shall be maintained throughout the useful life of the equipment and systems installed, monitoring requirements, impact, if any, of each measure on the buildings, other building systems and occupants, and payback. This information shall be prepared consistent with the RFQ and with Facility Profile.
- h) ESCO shall summarize conservation measures that are rejected and state the reasons for rejection. ESCO shall be prepared to provide backup data, calculations and other information as requested by the Authority but need not include this detail in the Technical Audit.
- i) ESCO shall specify "Energy Star" or other comparably rated energy or water efficient products when appropriate. ESCO shall specify products exceeding ASHRAE 90.1 energy requirements for lighting when appropriate.
- j) ESCO shall not specify equipment that will require additional personnel to be hired by the Authority for operation or maintenance. ESCO, to the maximum extent feasible and consistent with the optimization of conservation measures, shall specify similar or comparable equipment of the same manufacturer at each building and Property in order to achieve as much standardization of equipment as possible throughout the Authority.

- k) ESCO shall explore and report alternative utility rate options such as peak or master metering, commodity purchases or other more favorable rate possibilities and ascertain any needed capital improvements and costs and determine the economic and operating feasibility.
- l) ESCO shall prepare a detailed operational plan showing the sequence of operations for the Work to be performed.

C. Existing Conditions

Document the existing conditions of the facility, including the following information itemized for each building in the facility:

- 1) Building physical condition;
 - a) Hours of use or occupancy;
 - b) Area of conditioned space;
 - c) Area of unconditioned space;
 - d) Inventory of energy consuming equipment or systems;
 - e) Energy consuming equipment operating conditions and loads;
 - f) Standards of service and comfort observed and measured (e.g. light levels, ventilation, and temperatures); and
 - g) Current practices that unnecessarily increase energy use or impact baseline.

3. Energy Conservation Measures (ECM)

A. ECM--Energy Conservation Measure

Provide a narrative description of each proposed cost effective energy conservation measure (ECM) to be installed including:

- 1) The proposed upgrade, replacement, operational change, or maintenance requirement ;
- 2) The interface between the proposed ECM and remaining Authority equipment;
- 3) The impact on remaining Authority equipment (changes in load, run time, etc.);
- 4) Any impact on standards of service and comfort; and
- 5) Complete Table 1 for all measures.
- 6) Describe ECM's analyzed but disqualified under cost effectiveness criteria.

B. General Information

- 1) ECM's should be presented in the order that interactions are considered;
- 2) Energy Management System (EMS) savings must **not** be calculated as a percentage of total energy use. Each process controlled by the EMS should be analyzed separately, and savings associated with that process improvement calculated;
- 3) An ECM summary sheet must be provided for each measure (See Table 2).

4. Energy Savings Proposed

Provide a detailed energy analysis for each ECM proposed, documenting the estimated annual energy savings. Document assumptions on current and proposed equipment operating conditions and energy savings calculations.

A. Computer models/ energy analysis calculations

When computer modeling or similar energy analysis is used, the model/ energy analysis methodology and each set of results must be properly documented. Minimum documentation required is:

- 1) Name of the program/ energy analysis methodology
- 2) Description of the calculations the program performs/ energy analysis methodology used
- 3) Table showing the model's calculation of the building's energy consumption for each month of the base year, and actual consumption for those months
- 4) An electronic copy of the computer model/ energy analysis building and equipment performance assumptions used to determine the baseline and projected use energy consumption for each facility. Building performance assumptions will include roof, wall, window, door, and foundation areas and estimated R values air changes per hour, and total conduction and

infiltration UA values. Mechanical equipment performance assumptions will include equipment rated energy input and estimated seasonal efficiency.

- 5) Estimated hours of operation for major equipment and for proposed indoor environment conditions changes (e.g. temperature setback, light levels reduced, electrical equipment turned off)

5. Facility Support Required

For each ECM proposed, identify any utility interruptions needed and any other facility support that may be required during installation.

6. ECM Installation Schedule

For each ECM provide a proposed implementation schedule. Include the following milestones:

- 1) Design completed;
- 2) Permits;
- 3) Submittals (plans and specifications);
- 4) Equipment/Material acquisition;
- 5) Mobilization;
- 6) Installation;
- 7) Clean up;
- 8) Startup/Testing;
- 9) Final inspection and Notice of Substantial Completion;
- 10) Post installation submittals; and
- 11) Training.

7. Hazardous Waste Disposal Plan

Provide a descriptive hazardous waste disposal plan for the project.

8. Energy Baseline and Savings Measurement⁸

The ESCO shall establish and document on a site-specific basis:

- 1) An Energy Baseline, including data, methodology, and variables used to compute it.
- 2) The method it will use to measure energy savings and energy cost savings for each energy type after proposed ECMs have been installed.

⁸ Must be based on the most recent version of the FEMP M&V Guidelines

- 3) The method it will use to verify installed ECM compliance with requirements of Standards of Service and Comfort (insert information).
- 4) The method of determining energy savings and compliance with Standards of Service and Comfort annually throughout the contract term.
- 5) If a computer program or programs will be used to establish the baseline, modify the baseline, or measure savings, furnish the name of the program, the name, address, and phone number of the program developer or supplier, and descriptive literature. The Authority may require ESCO to furnish a properly licensed copy of the program(s) to the Authority for its use in administering the contract, at no cost to the Authority.

9. Description of Maintenance Services and Training

Provide a complete description of the maintenance services ESCO will provide, including schedules. Summarize on Table 3. Describe any training being provided.

10. Pricing and Project Financing

ESCO shall complete Tables 4 through 7. This includes a payment schedule with termination value for each year of the contract.

11. Calculations

- 1) All calculations must be complete and easy to follow. Spreadsheet formats must include a description of the assumptions and calculations.
- 2) Units must be indicated and only so many significant digits as the accuracy of the calculation warrants included.
- 3) Weather data source should be described.
- 4) Calculation details and supporting documentation shall be placed in an Appendix.

12. Utility Rebates

The ESCO shall prepare all applications and process all documents necessitated by rebates offered by the utility company. Any savings generated by rebates shall be credited to the facility's utility bills. If utility rebates will be included as part of the energy study recommendations, it may be necessary for the ESCO to develop a system that reports annual savings by meter and/or account number. ESCOs should contact the local utility for further information.

Table 1
Energy Efficiency Measure Summary

Company Name: _____

Building or Facility Name: _____

(Aggregate data from summary sheets)

ECM No.	Energy Conservation Measure (ECM)	Electricity Savings (kWh/yr.)	Peak Demand Reduction (kW)	Fuel Savings (include units)	Energy Cost Savings (\$/yr.)	Estimated Measure Cost (\$) from Table 2	Estimated Life of Measure (years)	Refer to Page(s)
	Totals							

Table 2
Summary Sheet for ECM Number _____

Building: _____

Name of ECM: _____

1. Description (include quantities, types, sizes, locations, etc.)

a) Existing Conditions: _____

b) Proposed Conditions with ECM: _____

2. Net First Year Energy Savings

Fuel Type (electric, gas, oil)	Fuel Units (kWh, Therms, CCF, KW, gallons)	First Year Fuel Savings (kWh, Therms, CCF, KW, gallons)	Unit Cost for the Fuel	Cost Savings
Totals				

3. Cost Estimate Summary of Measure

Materials \$ _____

Labor \$ _____

Contingency \$ _____

Other (Specify) \$ _____

Total \$ _____

- 4. Expected useful life: _____years.
- 5. The measure interacts with ECM No(s) _____
- 6. The measure impacts ECM No(s) _____
- 6. Impact on standards of service and comfort.

Table 3

1.1.1 Maintenance Services
(ESCO-installed, existing facility)

Building (if appropriate): _____

MM No.	Equipment	Scope	Frequency	Party Responsible (ESCO/Customer)

**Table 4
Price Formula**

For each item, enter the proposed price as a lump sum and as a percentage of construction cost.

4.1	Energy Study Fee	\$ _____			
4.2	Design Services	\$ _____	OR	_____ %	% of Construction Cost
4.3	Construction/Project/ Management Services	\$ _____	OR	_____ %	% of Construction Cost
4.4	General ESCO Overhead and Profit		Overhead	_____ %	% of Construction Cost
			Profit	_____ %	% of Construction Cost
4.5	Commissioning and Initial Training	\$ _____	OR	_____ %	% of Construction Cost
4.6	Interest During Construction	\$ _____	AT	_____ %	
4.7	Bond Fees	\$ _____	OR	_____ %	% of Construction Cost
4.8	Miscellaneous Fees and Permits	\$ _____	OR	_____ %	% of Construction Cost
4.9	Term Financing Interest Rate			_____ %	% of Principal (APR)
4.10	Monitoring, Verification, and Savings Guarantee	\$ _____	OR	_____ %	% of Energy Savings

**Table 5
Project Cost**

Installed Measure Cost	_____	
Energy Study Cost	_____	
Design Services	_____	
Construction/Project Management Services	_____	
General ESCO Overhead and Profit	_____	
Commissioning and Initial Training	_____	
Interest During Construction	_____	
Bond Fees	_____	
Miscellaneous Fees and Permits	_____	
Other	_____	Specify
	Less Utility Rebate ⁹	_____
	TOTAL Project	_____

⁹ ESCO must provide written confirmation of proposed utility, system benefit charge, or other rebates or economic incentives proposed to reduce the project's total cost

Table 6
Calculation of Cost Savings

Year	Annual Energy Cost Savings {A}	Total Payments {B}	Net Savings (C={A}-{B})
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			

**Table 7
Payment Schedule and Termination Value**

Year	Contract Payments	Total Payments
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Total		

Year	Termination Value	Total Payments from Above	
		Date	Amount
1			
2			
3			
4			
5			
6			
7			
8			

Notes: Enter the date and amount of each payment. Show additional payments on another sheet if necessary. "Termination Value" is the lump sum payment required to buy out of the contract and receive title to all equipment in each year. If this option is not proposed in any year(s), indicate by "NA."

Energy Study Report Acceptance Form

The undersigned hereby accepts the content and form of the Energy Study Report.

IN WITNESS WHEREOF, the parties have executed this Form, the _____ day of _____, 20____

[ESCO]

[MUNICIPALITY]

Name _____
By _____
Title _____
Date _____

Name _____
By _____
Title _____
Date _____

[MUNICIPAL AGENCY]

Name _____
By _____
Title _____
Date _____

Approved as to Form:

Office of General Counsel

Attachment 8 – City of Salem Requirements

CITY OF SALEM, MASSACHUSETTS PURCHASING DEPARTMENT INFORMATION AND INSTRUCTIONS TO BIDDERS

I. INVITING BIDS

(a) Sealed bids are invited for furnishing to the City of Salem, Massachusetts, the described materials, commodities or services all in accordance with the specifications and conditions attached hereto and made a part thereof

(b) Form of proposal to be used and copies of specifications and conditions are available at the Purchasing Agent's office, 120 Washington Street, 3rd Floor, Salem, MA 01970.

(c) All bids must be filed with the Purchasing Agent of the City of Salem, Massachusetts, at or before the hour of time set forth in the legal and published advertisement, a copy of which is here attached, also at the definite place so stated, and on the forms furnished by the Purchasing Agent. Each bid shall be accompanied by bid bond or certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Salem, Massachusetts. The amount of such cash or check shall be not less than five percent (5%) of the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred dollars nor more than fifty thousand dollars. This deposit above mentioned shall be as a guarantee that the bidder will enter into the proposed contract, if awarded to him. This requirement shall become effective unless stated to the contrary or deleted under "Detailed Specifications and Requirements." This certified check will be returned after the awarded contracts have been completely signed and proper delivery made, together with any performance bond if required in the bid form.

(d) This proposal is genuine and not collusive or made in the interest of or in behalf of any person not herein named, and that the bidder has not directly, or indirectly, induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder. Any bid made in violation thereof, shall not be considered. This agreement in detail shall be found under paragraph XVIII (18) entitled "Affidavit and/or Agreement."

(e) The successful bidder shall, within ten (10) days after the award, enter into a written contract with said City in accordance with the draft of contract furnished by the City Solicitor for furnishing the described materials, commodities or services and execute as a part of said contract, a satisfactory performance bond in the amount of (100%) one hundred percent of the aggregate amount of the contract unless otherwise stated in the "Detailed Specifications and Requirements," and shall be continued for the faithful performance of the contract and executed by the Contractor and a responsible surety company.

(f) The right is reserved to reject any and all bids or to accept any bid or to accept any part of a bid or the one deemed best for the City.

II. FORM OF PROPOSAL AND SIGNATURE

The proposal must be made on this form provided for that purpose, unless otherwise stated, enclosed in a sealed envelope and plainly marked: "Bid Enclosed Date: and Time of bid opening, (envelope provided,) and addressed to the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, Massachusetts. If the bid is made by an individual it must be signed by the full name of the bidder, whose address must be given; if it is made by a firm — (partnership) — it must be signed with the co partnership name and by a member of the firm, and the name and residential address of each member of the firm must be given. If made by a corporation it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature. A certificate under oath authorizing the proposal or contract signature as legal and binding upon the corporation must be submitted with the proposal, especially before a contract is issued. No telegraphic or telephonic proposal will be considered or accepted.

III. PROPOSALS

Blank spaces in the proposal must be properly filled in, using ink, indelible pencil or typewriter. Alterations by erasure or inter-lineation must be explained or noted in the proposal over the signature of the bidder. Unless otherwise stated bids will be received on one or more or all items, and the bidder may name a lump sum conditional on two or more items being awarded to him. Bidders are invited to be present at the opening of proposals. Bidders must specifically quote on units as shown on specification sheet. In case of error in extension of prices, the unit price will govern.

IV. QUANTITIES

The quantities given are approximate, meaning more or less and are herein given and attached and are a Part of the bid and/or proposal.

V. QUOTATION OFFERED

- (a) Firm price bids will be given first consideration. The city desires to have the advantage of any general price decrease effective during the life of the contract, Will you, if the successful bidder, so grant?
- (b) All quotations must be properly and correctly extended against each unit price offered.
- (c) Every quotation sheet must be labeled at the bottom right hand section with the bidder's firm name. This identification shall not be considered as a signature.
- (d) Upon signing and offering his or their bid to the City, it shall be considered that he has seen, read and had in his possession a full and complete bid call, all forms and information pertaining thereto.

VI. SAMPLES

Whenever samples are required, and so stated in specifications, all samples will be received at sender's risk and expense. However, if samples are used by or retained as City Property, other than those considered as gift or free or so stated in proposal, they will be paid for at the quoted unit price as offered in the proposal. Otherwise, all samples will be returned with postage paid by the City. All samples must be properly marked or tagged with complete identification and to also include: (1) firm name, (2) firm address, (3) catalogue number, and (4) quoted price.

VII. PRODUCT

- (a) The product shall meet the requirements and satisfaction of the City of Salem and the using and/or ordering department, Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality under each item on which they bid. If brand names are not given under each item, it shall be considered "*NO BID.*" WE MUST KNOW WHAT HAS BEEN OFFERED.
- (b) Unless otherwise stated in writing under "Detailed Specifications" all products, material, commodities, supplies or articles herein called for must be brand new, unused and the latest product manufactured in the current year of any name and nature, whenever offered. Used or rebuilt or shopworn materials will not be acceptable, unless otherwise stated in writing by the City.

VIII. BRAND NAMES

Wherever brand names are given or their particular specifications are mentioned or referred to, it is not the City's intent to limit competition, but merely to indicate to the bidder the general type Of commodity to be supplied. The City invites bids on comparable commodities in all cases. All specifications and its basis are: "Or Equal"

IX. TERMS

The cash discount period shall not be less than twenty (20) days. All prices quoted or offered shall be net and delivered F.O.B. using or ordering department. The cash discount will not be considered for a deciding factor when determining the low bidder.

X. DELIVERY

All deliveries shall be as required and requested according to the using and/or ordering department. All goods must be delivered in first class condition, if otherwise, they are subject to rejection. All deliveries shall conform in every respect with all laws applicable to the Federal Government and/or the Commonwealth of Massachusetts and/or the City of Salem.

The contractor shall be responsible for the delivery of the full net weight or count at the point of delivery for which payment is made. Check weighing may be made by the City or any authorized representative at the point of delivery or at any other point the City may elect All original sworn certificates of weights at origin shall be attached to the contractor's certificate of weight at time and place of delivery. The same shall be surrendered to the City of Salem. Should the successful bidder fail to make delivery within a reasonable time after receipt of order, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

XI. TAXES

A tax exemption certificate will be issued in lieu of any refundable tax. It is desired that all prices be quoted, exclusive of any tax applicable to this transaction. Such tax or taxes should be itemized and shown as a separate rare item, preferably in dollars and cents, in both the proposal and on the invoices covering deliveries on a contract. If the tax is applicable to this transaction, and is not definitely shown in the bidder's quotation, then such quotation will be considered to be exclusive of such tax.

XII. INVOICING

Every commodity invoiced must be identified with the item number opposite such commodity shown and given on our bid form. All unit prices must be shown against each commodity invoiced; if not, invoice will be returned for such information. This information will expedite the payment of all invoices; invoices which do not carry a cash discount period shall be rendered once a month. All invoices shall be rendered in triplicate to the Purchasing Department, 120 Washington Street, 3rd Floor, Salem, Massachusetts 01970.

XIII. PAYMENTS

Complete or partial payment on the contract will be made in approximately thirty days from date of delivery or completion and acceptance, unless otherwise provided for in bidder's proposal or under "Detailed Specifications."

XIV. FORCE MAJETURE CLAUSE

(a) The contractor will be excused from the performance of the contact in whole or in part, only by reason of the following causes:

1. When such performance is prevented by operation of law.
2. When such performance is prevented by an irresistible super human cause.
3. When such performance is prevented by an act of the public enemies of the Commonwealth of Massachusetts, or of the United States of America, or by. strike, mob violence, fire, delay in transportation beyond the control of the contractor, or unavoidable casualty.
4. When such performance is prevented by the inability of the contractor to secure necessary materials, supplies or equipment by reason of:
 - (a) Appropriation or use thereof by the Federal Government; or
 - (b) Regulations imposed by the Federal Government.
5. No other Force Majeure Clause or conditions may pertain to or become a part of this bid; and any changes in the conditions stated herein will cause the bid to be rejected.

XV. ERRORS AND OMISSIONS

The contractor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the contractor's specifications submitted with his proposal. Full instructions will always be given when such errors or omissions are discovered.

XVI. PATENT RIGHTS

The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers or agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent rights of any person or persons in consequence of the use of the City, or by any of its officers or agents, of articles supplied under this contact, and of which the contractor is not the patentee or assignee, or which the contractor is not lawfully entitled to sell.

XVII. DEFINITIONS

The following meanings are attached to the defined words when used in these specifications and the Contract:

- (a) The word "City" means The City of Salem, Massachusetts.
- (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof
- (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract
- (d) The words "Firm Price" shall mean a guarantee against price increase.

(e) Additional definitions may appear hereinafter under “Detailed Specifications.”

XVIII. AFFIDAVIT and/or AGREEMENT

In all instances, the Affidavit terms and agreement contained herein shall become a part of the bid, and/or

proposal and/or contract in fact and without any reservation or secret evasion whatsoever.

The bidder named in the proposal and who has signed the same and who submits herewith to THE CITY OF SALEM, MASSACHUSETTS, the attached proposal states and agrees:

That he, she or they is (are) the person(s) whose name(s) is (are) signed to there hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest of behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant further deposes and says: That the bidder has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the public body which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the bidder has not in any manner sought by collusion to secure for himself, itself, themselves, an advantage over any other bidder.

Affiant further deposes and says that prior to the public opening and reading of bids the said bidder:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his, its, their price or that of anyone else;
- (d) did not, directly or indirectly, submit his, its, their bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his, its, their business. Bidder shall strike out words not appropriate to his bid and initial same.

XIX. INSURANCE

An approved and satisfactory bona fide certificate of insurance in effect, to protect the insured, the contractor and the City of Salem resulting from this agreement, must be submitted to the City of Salem through the Purchasing Agent before any work of any name or nature can be started. This insurance must cover workmen’s compensation, public liability and property damage. The certificate of insurance must clearly state thereon that it is a Certificate of Insurance, name of the insured and his or their address,

kind of policies in effect, number of the policy in effect for identification purposes, expiration date of said policy, limits of liability expressed in dollar value for one person, for one accident, also the aggregate for each person and each accident, description of operations or work covered and in what State or Commonwealth. There must also be a statement under signature to the effect that, "in the event of cancellation of the said policies the company will mail notice thereof to the City of Salem Purchasing Agent, at 1305 Hancock Street, Salem, Massachusetts at whose request this certificate is issued." This certificate must be properly dated and legally signed by an authorized agent for the insurance company. This certificate must state the name of the insurance company as underwriter and its home office address. All insurance must satisfy all legal requirements as set forth in the laws, rules and regulations of the Commonwealth of Massachusetts.

XX. CONTRACT

- (a) The bidder to whom the award is made will be required to enter into a written contract with the City of Salem, in the form approved by the City Solicitor. All materials or services given or supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, or Commonwealth of Massachusetts laws covering Labor, Wages, Insurance, Safety and all other legal requirements of any name or Nature, as well as conforming to the specifications contained herein. In case of default by the Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any and all excess costs occasioned by the City thereby.
- (b) The period to be covered by the contract will be found under "Detailed Specifications."
- (c) The City makes no guarantee as to the quantities to be delivered under the terms of the contract.
- (d) The City reserves the right to order small quantities at the quoted prices prior to the execution of the contract, as samples, testing, trial orders otherwise without any liability or commitment on the part of the City whatsoever.
- (e) Any qualifications or special information can be listed on a separate sheet and attached hereto with signature.
- (f) Any and all city purchases made as samples, testing, trial orders or of similar nature shall not be considered a breach of contract or give cause for any legal action or litigation.
- (g) Specifications, conditions, and Information and Instructions to Bidders are here attached and are a part of the bid and/or proposal.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or 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

(Name of person signing bid or proposal)
(Please print)

(Signature -required)

(NAME OF BUSINESS)

CERTIFICATION RELATING TO DEBARMENT AND SUSPENSION

The undersigned contractor certifies to the City of Salem 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 this transaction 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 City of Salem and its successors and/or assigns and is binding upon the contractor its successors and assigned.

Executed under seal-this _____ day of _____

Contractor Name
By its duly authorized agent;

Contract Number _____

Authorized Signature _____

INSTRUCTIONS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE YOUR CURRENT CERTIFICATE OF ELIGIBILITY WAS ISSUED (NOT EXTENDED). *

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
<i>[Enter Project Title & Location Here]</i>	<i>[Enter Work Category]</i>	<i>[Enter Contract Price]</i>	<i>[Enter Start Date]</i>	<i>[Date Completed]</i>
<i>[Enter Project Title & Location Here]</i>	<i>[Enter Work Category]</i>	<i>[Enter Contract Price]</i>	<i>[Enter Start Date]</i>	<i>[Date Completed]</i>
<i>[Enter Project Title & Location Here]</i>	<i>[Enter Work Category]</i>	<i>[Enter Contract Price]</i>	<i>[Enter Start Date]</i>	<i>[Date Completed]</i>
<i>[Enter Project Title & Location Here]</i>	<i>[Enter Work Category]</i>	<i>[Enter Contract Price]</i>	<i>[Enter Start Date]</i>	<i>[Date Completed]</i>
<i>[Enter Project Title & Location Here]</i>	<i>[Enter Work Category]</i>	<i>[Enter Contract Price]</i>	<i>[Enter Start Date]</i>	<i>[Date Completed]</i>
<i>[Enter Project Title & Location Here]</i>	<i>[Enter Work Category]</i>	<i>[Enter Contract Price]</i>	<i>[Enter Start Date]</i>	<i>[Date Completed]</i>

Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		

	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain: _____

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING *CONSTRUCTION* PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9) \$ _____

- Column 8
- If less than one year is left in the project schedule, write 1.
 - If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		
	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		

	<i>OWNER:</i>		
	<i>DESIGNER:</i>		
	<i>GC:</i>		

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship? YES NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship? YES NO

If you have answered YES to either question, explain: _____

PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information is to cover the period from the date your most recent annual Certificate of Eligibility was issued (not extended) to the date of the bid. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.]. **IF YOU HAVE ANY DOUBT AS TO WHETHER TO ANSWER “YES” IT IS BETTER TO BE OVER INCLUSIVE AND TO PROVIDE A DETAILED EXPLANATION.**

	YES	NO
1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your firm failed or refused to complete any punch list work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic’s lien against property in connection with work performed or materials supplied under any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information is to cover all judicial and administrative proceedings involving bidder’s firm, which were instituted or concluded (adversely or otherwise) from the date your most recent annual Certificate of Eligibility was issued (not extended) to the date of the bid.

The term “administrative proceeding” as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.). IF YOU HAVE ANY DOUBT AS TO WHETHER TO ANSWER “YES” IT IS BETTER TO BE OVER INCLUSIVE AND TO PROVIDE A DETAILED EXPLANATION.

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker’s compensation?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

7. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA's Web Site at www.osha.gov	<input type="checkbox"/>	<input type="checkbox"/>
11. Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	<input type="checkbox"/>	<input type="checkbox"/>
12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any other issues that you are aware which may affect your firm's responsibility and integrity as a building contractor?	<input type="checkbox"/>	<input type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm’s business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? Yes No

If YES, attach a separate page providing complete details.