

RFQ - Request For Qualifications
for
Energy Savings Performance Contracting

July 31, 2008

Contact: Stephen P. Maio
Title: Town Administrator
Address: One Lafayette Street
Wakefield, MA 01880
Phone: (781) 246-6390
Email: smaio@wakefield.ma.us
Responses Due: October 14, 2008 -11:00 am
Location: Town Administrator's Office

Town of Wakefield
REQUEST FOR QUALIFICATIONS
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RFQ - Request For Qualifications
for
Comprehensive Energy Management Services

The Town of Wakefield (“Wakefield”) will receive Statements of Qualifications for selection of a firm to provide a comprehensive program of Energy Management Services, including the installation of energy management systems. Wakefield intends to select the most qualified contractor per the evaluation criteria herein with whom it will enter into a Performance Contract. All respondents shall be certified by the Division of Capital Asset Management as eligible to provide Energy Management Systems services and not debarred from bidding under section 44C of said chapter 149 or any other applicable law. All responses shall be accompanied by (1) a copy of a certificate of eligibility issued by the commissioner of the division of capital asset management, and (2) by an update statement.

"Energy management systems" are defined as the design and installation of systems or maintenance programs to conserve energy use within a building, including, without limitation, performance-contracting energy saving projects; the installation or modification of new and existing equipment which will reduce energy and water consumption associated with heating, ventilation, and air conditioning system, lighting system, building envelope, domestic hot water system, and other energy and water using devices; and the work associated with monitoring and verifying project savings and the study or design of the subject work, whether performed directly or managed through subcontractors. Please submit three (3) paper copies of responses, and one single-file electronic version completed according to the format described herein. Respondents shall be evaluated only on the criteria set forth in the request for qualifications.

Wakefield may cancel this request for qualifications, and may reject in whole or in part any or all proposals received in response hereto, if it determines, in its sole discretion, that such cancellation or rejection serves the best interests of Wakefield. All questions concerning this request, including general information, instructions, etc. should be addressed to:

Stephen P. Maio
Title Town Administrator
Address: One Lafayette Street
 Wakefield, MA 01880
 Phone: (781) 246-6390
 Email: smaio@wakefield.ma.us

Projected Selection Timeline

File copy of RFQ with Commonwealth	July 31, 2008
Advertisement in Central Register	August 7, 2008
Statements of Qualifications/Responses Due	October 14, 2008
Evaluation of Responses	November 3, 2008
Review, ranking and selection for negotiations	November 2008

Section I - General Information

1. Purpose

Wakefield will receive Statements of Qualifications from firms interested in implementing a comprehensive, performance-based energy conservation program at its school and / or municipal facility(s). The intent Wakefield is to enter into a contract for energy management services pursuant to M.G.L. Chapter 25A, 11i. Wakefield intends to negotiate and execute a guaranteed energy savings contract with the selected firm as described herein and according to the process set forth in M.G.L. Chapter 25A, 11I. The firm shall develop the comprehensive program and present a detailed contract proposal to Wakefield if selected hereunder.

2. Energy Management Services

Energy Management Services are defined as 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 one or more 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 the services.

3. Savings Guarantee

The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the amount of energy savings guaranteed will be achieved or the qualified provider shall reimburse the public agency for the shortfall amount. Methods for measurement and verification of guaranteed savings shall conform to the most recent standards established by the Federal Energy Management Program of the U.S. Department of Energy. The value of guaranteed savings may represent either all, or part, of annual payments at the discretion of Wakefield. The guaranteed energy savings contract term for providing a guarantee, measurement and verification, maintenance, service and installment or lease payments shall not exceed 20 years. The guarantee shall be a first party direct guarantee from the performance contractor to Wakefield. No third-party guarantee shall be accepted. All savings in excess of the guaranteed savings shall be the sole property of Wakefield.

4. Proposal Format

Proposals must be submitted in the format outlined in this document. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Proposals not containing the information requested 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 proposed contract. In addition, Wakefield reserves the right to waive any irregularities and formalities in the selection of the firm for this project.

5. Contract Responsibility

The selected contractor will be required to assume total responsibility for the design and implementation of the project. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters for design, installation, service, maintenance, training and savings guarantee.

6. Required Insurance and Bonds

Before entering into a guaranteed energy savings contract, Wakefield shall require the qualified provider to file a payment and performance bond 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 respondent 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 Wakefield.

7. Taxes, Fees, Code Compliance & Licensing

The qualified provider shall be responsible for payment of any required permits, licenses, taxes or fees associated with the execution and performance of the contract. The qualified provider shall be responsible for compliance with all applicable codes and laws. All energy savings measures shall comply with current local, state, and federal construction and environmental codes and regulations.

8. References and Proprietary Information

Submission of a response shall constitute permission to make inquiries concerning the respondent to any persons or firms deemed appropriate by Wakefield. Any proprietary information that the submitting contractor does not want disclosed to the public shall be so identified on each page on which it is found. Data or information so identified will be used by Wakefield solely for the purpose of evaluation and contract negotiations for the project as stated herein. Disclosure of any proprietary information by Wakefield shall be in strict accordance with the laws and regulations regarding disclosure in the Commonwealth of Massachusetts.

9. Description of the Services to be Procured

Wakefield is interested in contracting for a comprehensive range of energy management systems and services including the design and installation of systems or maintenance programs to conserve energy, including, without limitation, performance- contracting energy saving projects; innovative project financing; the installation of new or modification of existing equipment which will reduce energy and water consumption associated with heating, ventilation, and air conditioning systems, lighting systems, building envelopes, domestic hot water systems, and other energy and water using devices; and the work associated with monitoring and verifying project savings and the study or design of the subject work. It is anticipated that the successful proposer will be responsible for taking into account that proposed new systems meet the needs of users (e.g., that school rooms remain comfortable), and also for commissioning new systems.

10. Objectives for the Program

Objectives for the program are to upgrade facilities and optimize utility and operating budgets through comprehensive infrastructure renewal and to ensure continued peak efficiency for the contract term through proactive maintenance and service programs to be customized for Wakefield facilities. Wakefield intends to leverage energy savings to fund the cost of the program to the greatest extent possible and may consider additional improvements resulting in an

overall program which is paid in part or in whole from guaranteed energy savings to ensure a comprehensive renewal of facilities as required.

11. Facility Profiles:

Wakefield is located in Middlesex County, in the eastern section of Massachusetts bordered on the northeast by Lynnfield, the northwest by Reading, the southwest by Stoneham, the south by Melrose and on the southeast by Saugus. Wakefield is about 12 miles from downtown Boston. The population is approximately 25,000 persons and the town has a land area of 7.91 square miles. It is considered part of the Boston North Metropolitan Area.
(<http://www.wakefieldma.org/demographics.html>)

1. Public Buildings of the Town of Wakefield

Energy and water usage data for 19 (nineteen) buildings is attached to this RFQ and will also, along with the entire RFQ, be posted electronically.

Attachment 1, titled “Property Descriptions” includes square footage, year built/renovated, heating fuel type(s) and whether irrigation is included in water usage.

Attachments 2a and 2 b, titled “2006 Annual Energy Use” and “2007 Annual Energy Use” lists oil, natural gas and electricity data for the 19 buildings.

Attachments 3a-3s, titled “2006 & 2007 Monthly Energy Use” presents detailed energy use data for each of the 19 buildings broken down by monthly usage.

Attachment 4a and 4b, titled “2006 Annual Water Use” and “2007 Annual Water Use” contains available water usage data for the 19 buildings.

Attachments 5a – 5s, titled “2006 & 2007 Quarterly Water Use” presents detailed water usage data as available for each of the 19 buildings.

All data is available in excel and .pdf format at <http://wakefeldecc.wikidot.com>

For all questions concerning the above, contact:

Rob Darnell: 781-801-6984; darnell.robert@gmail.com

Jenn Kallay: 617-877-6413; jlindak@gmail.com

Section II

Statement of Qualifications Format and Preparation Instructions

Statements of Qualifications must be submitted in the format outlined in this section. Each will be reviewed to determine if it is complete prior to evaluation. Wakefield reserves the right to eliminate from further consideration any response which does not follow the format or is deemed non-responsive; however, Wakefield reserves the right to waive any irregularities or informalities, or to cancel this Request for Qualifications, or reject in whole or in part any energy savings measures, if Wakefield determines that such cancellation or rejection is in the best interests of the public.

Please submit three (3) paper copies of responses, and one single-file electronic version, including a Table of Contents properly indicating the section and page numbers of the information included. Statements of Qualifications should include the following:

1. Minimum Required Items

- 1.1 Annual report or audited financial statement
- 1.2 Department of Capital Asset Management (DCAM) Certificate of Eligibility
- 1.3 DCAM Update Statement
- 1.4 Certificate of Insurance
- 1.5 Substantial Conformity with Specifications and Other Conditions as set forth in the RFQ
- 1.6 Audit of Galvin Middle School
- 1.7 Experience and Willingness for Open Book Pricing

2. Contractor Qualifications Data

2.1 General Reputation and Performance Capabilities

Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the Wakefield. Please include the years in business under current name, annual revenues (most recent year) and resumes of project team members.

2.2 References

Provide 3 references for Performance Contracting projects. Each reference shall describe the services and equipment provided, project cost, and benefits to the owner. Provide the owner's name, address, telephone number, and contact person for each reference. References for projects where the responding firm was not the prime contractor are not acceptable.

2.3 Quality of Products Proposed

Describe the quality of products to be considered to improve facilities, improve comfort and efficiency in the learning/working/service environment while reducing energy consumption and operating costs.

2.4 Methodology of Determining and Guaranteeing Energy Savings

Describe your methodology of determining energy savings and explain how your approach will minimize risk. Describe also your approach to verifying energy savings.

2.5 Projected Timeline for the Performance of the Contract

2.6 Owner Training

Provide detailed information on the training programs available to Wakefield maintenance personnel and staff, including course content, location, and schedule. Training should include step by step commissioning of all new systems. It should be documented, and become part of the training for the town employees.

2.7 Service and Maintenance

Describe your capability to provide ongoing service and maintenance. Provide number of accessible truck- based service and maintenance professionals and describe their level of training and experience and specify how you will maintain or enhance the operation of the equipment from a comfort standpoint.

2.8 Audit

Include in your response an Audit formatted as a Technical Assistance (“TA”) Energy Study of The Galvin Middle School. The TA study shall be submitted with a letter signed and stamped by a registered professional mechanical engineer certifying the study meets good engineering practices.

2.9 Open Book Pricing

Include in your response your firms experience and willingness to provide open-book pricing. Describe your firm's approach in providing open-book pricing. Note that open book pricing will be required, such that the selected firm will fully disclose all costs, including all itemized costs of subcontractors and vendors. The selected firm will maintain actual cost accounting records on authorized work performed under contract with Wakefield, including all labor and materials. The selected firm will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Cost markups will be clearly disclosed.

Section III - Selection Criteria

1. Completeness

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order.

2. Evaluation of Responses

A. Evaluation Process

Wakefield has appointed an Energy Conservation Committee to formally evaluate each response. The evaluation process will be used to grade the responses as described herein. The evaluation process may include verification of references, confirmation of financial information and may include other information as directed by Wakefield.

B. Minimum Required Items

Each of the items listed on the following table shall be marked "yes" if supplied and "no" if not supplied. RFQ responses that do not contain all 7 items shall be disqualified.

Criteria	Supplied
1. Minimum Required Items	Y / N
1.I Annual report of audited financial statement	Y / N
1.2 DCAM Certificate of Eligibility	Y / N
1.3 DCAM Update Statement	Y / N
1.4 Certificate of Insurance	Y / N
1.5 Substantial Conformity with Specifications	Y / N
1.6 Audit of Galvin Middle School	Y / N
1.7 Experience and Willingness for Open Book Pricing	Y / N

C. Grading Format

Each section or subsection of the response will be considered a separate selection criterion and will be graded individually. All scores will be summed to give the grand total score. The maximum possible total score for the response is 100 points. Scoring will be summarized on the Formal Evaluation Form.

D. Point Value for Items to be Graded

Criteria	Points Value
3. Contractor Qualifications Data	100 Total Points
2.1 General Reputation and Performance Capabilities	10
2.2 References	10
2.3 Quality of Products Proposed	10
2.4 Methodology of Determining Energy Savings	10
2.4 Time specified for performance of the contract	10
2.5 Owner Training	10
2.6 Service and Maintenance	10
2.7 Audit of Galvin Middle School	20
2.8 Experience/Willingness for Open Book Pricing	10
RFQ Total possible grade	100 points

E. Percentage Grades

Grade	Description
0 %	Criterion was not addressed or the material presented was totally without merit.
20%	Criterion was addressed minimally, indicated little capability, experience, or understanding of topic
40%	Criterion was addressed minimally, but shows some capability, experience, or understanding of topic
60%	Criterion was addressed adequately. Overall, a basic capability, experience, or understanding of topic
80%	Criterion was addressed well. Indicates some superior features
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability

F. Example

A typical criterion has a point value of 10 points. If a response addresses the topic well (the definition of the 80% grade) the 10 point value for the criterion would be multiplied by 80%, resulting in a score of 8.0.

Point Value	Grade	Score
10	80%	8.0

Selection:

Wakefield may contact respondents with questions on their responses, request oral interviews or presentations, or select a firm after reviewing and ranking written responses. Wakefield’s Energy Conservation Committee shall select the three highest scoring respondents, as required by M.G.L. Chapter 25A, 11Ii. Wakefield’s Board of Selectmen will then enter into negotiations for a guaranteed energy savings contract with the highest scoring respondent. If the said Selectmen and the highest scoring respondent are unable to negotiate a satisfactory contract at a price Wakefield determines to be fair, competitive, and reasonable, Wakefield shall formally terminate negotiations with the highest scoring respondent. The Selectmen shall then enter into negotiations with the second highest scoring respondent. Failing accord with the second highest scoring respondent, the Selectmen shall terminate negotiations with this respondent, and undertake negotiations with the third highest scoring respondent. If Wakefield cannot negotiate a satisfactory contract with any of the selected firms, the Selectmen may select additional qualified providers who responded to the Request for Qualifications, in order of competence and qualifications, and continue negotiations in accordance with M.G.L. Chapter 25A, 11i. Wakefield may cancel this request for qualifications, and may reject in whole or in part any or all proposals received in response hereto, if it determines, in its sole discretion, that such cancellation or rejection serves the best interests of Wakefield.

**Town of Wakefield
Performance Contracting Formal Evaluation Form**

*** Name of Respondent ***

Name of Respondent		
Criteria	Point Value	Actual Grade
2. Contractor Qualifications Data	100 Total Points	
2.1 General Reputation and Performance Capabilities	10	
2.2 References	10	
2.3 Quality of Products Proposed	10	
2.4 Methodology of Determining Energy Savings	10	
2.5 Time specified for performance of the contract	10	
2.6 Owner Training	10	
2.7 Services and Maintenance	10	
2.8 Audit of Galvin Middle School	20	
2.9 Experience / Willingness for Open Book Pricing	10	
RFQ Total possible grade	100 Points	