City of Lowell
Purchasing Department
City Hall
375 Merrimack Street, Room 60
Lowell, Massachusetts 01852

Project Name: **Data Analytics for G-3 Accounts**

RFP No.: **16-57**
Date: **November 30, 2015**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

The City of Lowell is seeking proposals from Proponents to provide an electricity data analytics platform for eleven G-3 Time-of-Use accounts within the City. The platform procured would utilize interval meter data to analyze and disaggregate energy usage and peak demand; benchmark energy usage; recommend energy saving opportunities; identify and monetarily quantify operational, retrofit and retro-commissioning opportunities; weather normalize energy information; and allow for monitoring and tracking of events online. The City intends to select and enter into an Agreement with the most highly qualified Proponent providing the most advantageous proposal as determined from the evaluation criteria herein.

DUE DATE

Sealed proposals will **not be publicly opened** on: **December 17, 2015** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 11:00 AM, EST/EDST, for the work described herein. BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES. All information received shall remain confidential. Submissions must include one original and seven (7) copies accompanied by a signed cover letter. No faxed or electronically transmitted responses shall be accepted.

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **five (5) business days prior to the Due Date.**

Should the City make changes to any specification, stipulation, requirement, or procedure notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda. (**attached – form B**).

APPROPRIATION CONTINGENCY

If the City fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The City's fiscal year begins July 1st.

CONDITIONS, REQUIREMENTS AND COVENANTS
PROJECT DOCUMENTS

Article 1. Acceptance or Rejection of Bids

The Purchasing Agent reserves the right to reject any or all bids and to accept any bid, in whole or in part which it considers to serve the best interest of the City of Lowell.

Any bid which is not according to prescribed form, not properly signed, or otherwise contrary to instructions may be rejected by the Purchasing Department.

All bids received by the Purchasing Department will be stamped in when received and said stamp shall indicate the time and date of receipt. All bids received will be opened and read in the Purchasing Department at date and time shown above.

NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

Article 2. Identification of Sealed Envelopes

Bids shall be placed in sealed envelopes that are marked on the outside with the name and address of the bidder, the title of the project and the scheduled date for the opening of bids. No responsibility will be attached to the City of Lowell or the Purchasing Department for the premature opening of any bid that is not properly identified.

Article 3. Certified Check and/or Performance/Payment Bond

A certified check made payable to the "City of Lowell" in the amount of **0%** must accompany this bid. **Bid bonds** are acceptable.

A **performance bond** in the amount of **0%** of the total dollar award is required prior to contract execution.

A **payment bond** in the amount of **0%** of the total dollar award is required prior to contract execution.

Article 4. Mailing of Bids

Bids which are mailed should be addressed to the Purchasing Department at 375 Merrimack St., Lowell, MA. 01852.

Article 5. Bid Forms

It is advisable that bids be submitted on appropriate Bid Forms prepared by the Purchasing Department in order to avoid errors, misconception or ambiguities in reference to the Project Documents.

Article 6. Possible Discrepancies in Specifications

Any inadvertent errors, omissions or discrepancies in the applicable specifications should be brought to the attention of the Purchasing Agent who shall then send written instructions to all bidders in order to effect the correction and clarification of the Project Documents. Failure of any bidder to receive any such addendum shall NOT relieve the bidder from any obligation under his bid as submitted.

Article 7. Waiver Of Informalities, Deviations, Mistakes, And Matters Of Form

The City reserves the right to waive any informalities, deviations, mistakes, and matters of form rather than substance of the bid documents, which can be waived or corrected without prejudice to the Bidder. No officer or agent of the City is authorized to waive this reservation.

Article 8. General Bidding Instructions

Within any context of specifications wherein the item required is defined by using a particular trade name, or by the designation of a specific manufacturer, or by reference to a Dealer's catalogue, the phrase "or approved equal" is not intended to exclude the consideration of other products. Any consideration of an "approved equal", however, will be predicted on the basis that such an item is of equal value in terms of physical attributes, durability, and functional use. The final decision concerning the acceptability of any equipment item shall rest with the Purchasing Agent.

(a) Any clarification of specifications requested by bidders must be in writing addressed to the Purchasing Agent and received no later than ten (10) working days prior to the bid opening in order to be acknowledged.

(b) Bidders must state the name of the manufacturer and the material model of each item for which they submit a bid.
(c) All prices to be firm.
(d) Bid offerings must be based on INSIDE DELIVERY F.O.B. DESTINATION unless otherwise indicated by the City.
(e) All bidders must clearly state their terms of sale and maximum delivery time after receipt of order (ARO).
(f) All bidders must clearly state the terms and conditions of the manufacturer's and/or dealer's warrantee and guarantee.
(g) Any deviations from specifications must be clearly listed on bid sheet.
(h) Quantities are for bidding purposes only; the exact quantities to be determined by purchase orders.
(i) Bidders must submit brochures with their bid.
(j) All bids must be totaled and where indicated, please list unit cost and the total price of each item. Awards will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to the City.
(k) Proposals shall be type-written or written in ink. Erasures on bids will not be considered.
(l) Conditional bids will not be accepted by the Purchasing Agent.

Article 9. Requirements of City Departments

The actual requirements of the City Departments shall govern the actual amount delivered under a contract to be drawn and entered into between bidder and the City of Lowell, Purchasing Agent and approved by the City Auditor as to the availability of appropriation to pay for the materials and supplies to be furnished under the Contract aforesaid, shall be made a part of said Contract.

Article 10. Discount

In determining the amount of any bid, a discount is in the amount of 1% or more City pay day.

Article 11. Taxes

The City of Lowell is exempt from payments of Federal Excise Taxes and Mass. Sales Tax, and the attention of all bidders is invited to this fact. The City will furnish to successful bidders properly executed tax exemption certificates upon request. Such taxes should not be included in bid prices.

Article 12. Contractor's Responsibility for Specifications

Any measurements, calculations or estimates included herein are believed to be correct, but each bidder should conduct a thorough examination of the project himself, since no allowance will be made because of any inaccuracy that inadvertently appears within the context of the Bid Documents. The failure of any bidder to acquaint himself with conditions as they actually exist shall not relieve him from any obligations and responsibilities inherent within Bid Documents.

Article 13. Unloading, Assembling and Installing of Equipment

The Contractor is responsible for the unloading of any trucking units or vans involved in the delivery of project items, and for overseeing the assembly, placement and installation of all such equipment in areas specified by the Purchasing Agent.

Article 14. Cleaning Up

Following the delivery or installation of any equipment items, the Contractor shall remove from the site all rubbish, waste and surplus materials and the premises shall be left in neat, orderly and broom-clean conditions.

Article 15. Contractor's Liability Insurance

(a) Workmen's Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract adequate Workmen's Compensation Insurance for all his employees assigned to the project in the manner and to the extent provided for in Chapter 152 of the General Laws and the amendments thereto.

In the event that any employees of the Contractor are engaged in hazardous work at the site of the project and are not protected under Workmen's Compensation Insurance, the Contractor shall be responsible for providing sufficient insurance to cover such employees.

(b) Public Liability Insurance: The Contractor shall take out and maintain during the life of this Contract (1) Bodily Injury Insurance which includes coverage for accidental death and (2) Property Damage Insurance.

The Contractor further agrees to indemnify and save the Owner harmless from any responsibility arising under the context of the aforesaid paragraphs.

(c) Approval of Certificate and Evidence of Compliances: A true copy of a properly endorsed Insurance Certificate, issued by a company or companies duly licensed and authorized by the Commonwealth of Massachusetts to write the various types of insurance as specified above, shall be submitted to the Purchasing Agent as evidence of compliance with the requirements of the preceding paragraphs prior to the commencement of any work herein specified.

Article 16. Breach of Contract

If at any time the Contractor is unable to furnish material or services as ordered by the City, the City may order such material or services from such places as are available, and the Contractor shall pay to the City all expense incurred above the contract price.

Article 17. Signatures on the Bid Forms

If a bid is submitted by an individual, the full name and post address of this person shall be designated.

If a bid is submitted by a firm, partnership or corporation, it shall be signed by the person having the legal authority to execute such a document in behalf of the bidder, the individual signing the bid form shall then indicate his title or position in addition to the Full name and address of the firm, partnership or corporation (**certification attached – form D**).

Article 18. Guarantee

The bidder to whom a contract is awarded guarantees to the City of Lowell all equipment, materials and/or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

Article 19. Withholding of Contract Award

The Purchasing Agent reserves the right to withhold the awarding of any contract under its jurisdiction when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements and specifications.

Article 20. Modifications

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Contractor and of the City. Any variance from the terms and conditions of this Agreement or any order or other written notification given by either Party to the other that is not duly authorized shall have no force or effect.

Article 21. Change Order

The City may, at any time throughout the Term of the Agreement or any extensions thereof, issue a written Change Order requiring the Contractor to make changes within the general scope of the Agreement that may include additions, modifications, and improvements to the services. A Change Order shall not modify the overall purpose of this Agreement. No change order can exceed twenty-five (25) percent of the total price.

The Contractor may, at any time, propose in writing to the City for acceptance or denial, modifications to the Contract documents, which will benefit the City. The City shall review the Contractor's proposal and may request such modifications. Denial of a proposed modification shall neither provide the Contractor with any basis for a claim for damages nor release the Contractor from contractual responsibilities.

If the Change Order issued by the City causes an increase or decrease in the Contractor's cost to provide the services and/or requires a change to the schedule that, in the City's reasonable discretion, is determined to be necessary, an equitable adjustment will be made and incorporated into this Agreement.

Change Order Notice. Upon receipt of a Change Order issued by the City, the Contractor shall within ten (10) business days of receipt of the Order give written notice (including preliminary cost and time estimates) to the City stating the Change Order to be either an alteration to, deviation from, addition to, or deletion from the Contract. Within thirty (30) days of receipt of the Order or other time period mutually agreed to by the City and the Contractor, the Contractor shall submit a detailed Change Order proposal, which includes the following information:

- Description of change and details of work to be done.
- Detailed cost and pricing data, the cost detail should be comprehensive and readily traceable into the Contractor's accounting records and underlying supporting documentation.
- The Contractor's statement of additional time shall include a detailed schedule analysis identifying which schedule activities and key milestones are impacted.

Change Order Authorization. The Contractor shall not proceed with any Change Order work until the City gives written authorization. The City shall not accept any responsibility whatsoever for Change Order work performed by the Contractor without proper authorization by the City. All Change Orders shall be executed in accordance with the terms and conditions of the Contract. All executed Change Orders shall constitute the entire agreement between the City and the Contractor with regard to any and all costs and time extensions related to Change Order work.

Article 22. Samples

The Purchasing Agent may require the submission of samples either before or after the award of a contract, at no charge to the City, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official BID OPENING. Failure to submit said samples may be regarded as a basis for rejecting a bid. Samples may be impounded until satisfactory completion of the contract. Otherwise all samples must be called for by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Purchasing Agent will dispose of them as he sees fit.

Article 23. Compliance with Laws, By-Laws and Regulations

The Contractor shall keep fully informed and shall comply with the provisions of applicable federal, state, and municipal laws, rules, and regulations that in any manner regulate the Contractor's performance of this Contract and those engaged or employed with the services herein described, other than any such laws, rules and regulations that relate to City's own operations. The Contractor shall indemnify, protect, defend, and save harmless the City and its officers, agents and employees harmless from all fines, penalties, and liabilities imposed upon the City under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard, provided that if any public agency, authority or court seeks to impose such fine, penalty or liability on the City, the City shall promptly notify the Contractor and allow the Contractor, in consultation with the City, to object to and defend such imposition.

Article 24. Permits and Licenses

The Contractor shall secure at his own expense all permits and licenses, pay all necessary charges and provide all notices that are due in connection with the lawful prosecution of the work.

Article 25. Liens

The final payment on any project may be deferred until the Contractor has delivered to the Owner a complete release from all liens arising out of the applicable contract, or receipts covering all labors and materials for which liens could be filed, or a bond that satisfactorily indemnifies the Owner against all possible liens.

Article 26. Contractor's Expenses

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, incidental services and other facilities necessary for the execution and completion of the project. The contractor shall be responsible for royalties and costs associated with patents, trademarks, and copyrights in any way involved in the project.

Article 27. Payment Schedule

Bills in triplicate for the amount of Materials and Supplies furnished by the successful bidder under the contract to be entered into should be submitted before the first day of the month in which payment is to be made to insure payment on the twentieth day of the month, except that where the time conditioned in the bid for the allowance of discount differs from the above successful bidder agrees to submit bill to the Purchasing Agent in sufficient time for such discount to be taken advantage of by the City which, in any event, shall not be less than ten days from the submission to the Purchasing Agent of such bills.

Article 28. Assignment

Neither the Contract nor any interest herein shall be assigned, pledged or otherwise transferred by the Contractor without the written consent of the City, except in the case of a transfer of all or substantially all of the Contractor's assets provided that all obligations of this Contract are assumed by the controlling entity. If the Contractor makes any such assignment, pledge or other transfer without the written consent of the City, the Contract shall be voidable at the election of the City. The City's consent to any such assignment, pledge or other transfer may impose such additional conditions thereon as may be deemed necessary to ensure the performance of the terms of the Contract by the assignee. Moreover, unless otherwise agreed to in writing by the City, any transfer by the Contractor shall not release the Contractor of its liability under the Contract.

Article 29. No Waiver

None of the provisions of this Agreement, unless otherwise specified, shall be considered waived by either party hereto unless such waiver is in writing and signed by both parties. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

Article 30. Limitation Of Liability

Notwithstanding anything herein to the contrary, the Contractor's maximum aggregate liability for any loss or damages (other than death or personal injury) incurred by the City as a result of or in consequence of the acts or omissions of the Contractor, its employees, subcontractors or agents in the performance of services covered by this Agreement shall not exceed one hundred percent (100%) of the Contract value plus any adjusted value per executed change order; provided, however, that if the Contractor's applicable insurance coverage is greater than this amount, the limit of liability for the Contract shall be the total insurance coverage.

> IT IS AGREED AND UNDERSTOOD THAT THE CITY SHALL BE ENTITLED TO RECOVER DIRECT DAMAGES INCLUDING "BENEFIT-OF-THE-BARGAIN" EXPECTATION DAMAGES AND DAMAGES FOR BREACH OF WARRANTY SUBJECT TO THE LIMITATION OF LIABILITY, AND THAT IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OR FAILURE TO REALIZE ANTICIPATED SAVINGS OR EFFICIENCIES ARISING IN CONNECTION WITH THIS AGREEMENT.

Article 31. Indemnification of the City

The Contractor agrees to indemnify, save harmless, and defend the City and all of its officers, agents, and employees from and against any and all third party suits, claims, or proceedings ("Claims"), and any losses, damages, charges or expenses, whether direct or indirect, and liability of every name and nature related to such Claims ("Liabilities") for or due to any loss or injury to persons or damages to real or tangible property to the extent caused by the Contractor or its employees, subcontractors or agents.

Article 32. Termination Of Contract

Default Termination.

The City may, without prejudice to or waiver of any other right or remedy available to it, terminate or suspend this Agreement, in whole or in part, either immediately upon receipt of such notice by the Contractor or upon written notice to the Contractor seven (7) days prior to the effective date of such termination or suspension for an "Event of Default" as defined hereunder.

Termination for Convenience.

The City may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties. If the Contractor is not in default or in breach of any material term or condition of this Agreement, the Contractor shall be paid its reasonable, proper and verifiable . Such payment shall be the Contractor's sole and exclusive remedy for any Termination

for Convenience, and upon such payment by the City to the Contractor, the City shall have no further obligation to the Contractor. The City shall not be responsible for the Contractor's anticipatory profits or overhead costs attributable to unperformed work.

Article 33. Force Majeure

Neither party hereto shall be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by a Force Majeure Event. Should Contractor's services be delayed by a Force Majeure Event, the Agreement and Contractor's schedule for completion of tasks affected by such delay shall be extended. "Force Majeure" or a "Force Majeure Event" is an event beyond the control of a party and not due to the act or omission of such party, which materially and adversely affects the party's ability to meet its obligations under the Agreement and which event or the effects of the event would not have been anticipated and avoided by a prudent party acting commercially reasonably. Force Majeure Events may include, but are not limited to, Acts of God; acts or failures to act of government agencies and delays related to the City in either their contractual, sovereign or regulatory capacities; fires, floods, earthquakes, epidemics quarantines, strikes, wars, riots, terrorism, interruptions of energy supply or civil disturbances. Within thirty (30) calendar days after the last day of delay, the Contractor shall furnish the City with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Agreement references, and the measures taken to prevent or minimize the delay. Upon review of the detailed information concerning the delay, the City shall assess the impact the delay may have on price and schedule of the work and modify the Contract as needed.

Article 34. Mutual General Representation and Warranties

Corporate Power. Each party represents (a) that it is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and (b) that it has full corporate power to own, lease, and operate its properties and assets, to conduct its business as such business is currently being conducted, and to consummate the transactions contemplated by this Agreement.

Authority. Each party represents that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding Agreement, enforceable against such party in accordance with this Agreement's terms, subject to the effect of bankruptcy, insolvency, moratorium and other laws now or hereafter in effect relating to and affecting the rights of creditors generally and to equitable principles of general application.

No Breaches. Each party represents that neither the execution nor delivery of this Agreement, nor the consummation of any of the transactions contemplated herein, will result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, or material agreement (subject to any applicable required consent), order, law, rule or regulation to which it is a party or which is otherwise applicable to it.

Article 35. Conflict of Interest

Massachusetts Conflict of Interest Law, G.L. c. 268A, governs the conduct of all public officials and employees, including all dealings with potential contractors. Therefore, it is the responsibility of Contractor to ensure compliance with the Commonwealth's Conflict of Interest Laws and avoid any conduct which might result in or give the appearance of creating for Board members, officers or employees of the Authority in their relationship with the Contractor any conflicts of interest or favoritism and/or the appearance thereof or any conduct which might result in a Board member, officer or employee failing to comply with G.L., c. 268A. Non-compliance with these Conflict of Interest terms shall constitute a material breach of this Contract.

For purposes of this solicitation, it is understood and agreed that no gift, loan or other thing has been or will be given to any employee, agent or officer of the City by the Bidder, Bidder's employees, subcontractors, or agents in connection with the award or performance of this Contract. It is further understood and agreed that no Board member, officer, or employee of the City; no officer or employee of any independent authority or political subdivision of the Commonwealth of Massachusetts, no officer, employee, or elected official of the Commonwealth of Massachusetts, executive or legislative of the City; and no member or delegate to the Congress of the United States, during his/her tenure shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

If, during the performance of this Contract and any extension thereof, the Contractor becomes aware of any relationship, financial interest, or other activity in which it or an affiliated person or company is involved which is not in compliance with these provisions, the Contractor shall promptly notify the City's Chief Procurement Officer in writing and fully disclose all circumstances thereof. The City reserves the right to grant an exception to the requirements of this Section, if so allowed

by law, and notify the Contractor thereof. If the City does not grant an exception, the Contractor shall, within ten (10) days of written notice from the City, take all action necessary to comply with the terms stated herein.

The Bidder shall certify compliance with these terms and the Massachusetts Conflict of Interest Laws (**certification attached – form A**).

Article 36. Collusion

The Bidder shall sign an affidavit stating that Bidder understands that any bid submitted to the City is made without collusion with any other Bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud (**certification attached – form C**).

Article 37. Award or Rejection of Bids

The contract will be awarded to the lowest responsible and responsive bidder complying with the provision of the invitation provided the bid price is reasonable and it is to the interest of the city to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or wavier is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of bidder who has previously failed to perform properly or complete on time contacts of similar nature or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility the following qualifications, in addition to price will be considered by the Purchasing Agent

(a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
(b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(c) The quality of performance of previous contracts or services.
(d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contacts with the City and to the bidders employment practices.
(e) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
(f) The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
(g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
(h) Whether the bidder is in arrears to the City in debt on contract or is a defaulter on surety to the City or whether the bidder's taxes or assessments are delinquent.
(i) The resale value of the subject of the contract.
(j) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

Article 38. Purchases of all Types of Vehicles

Good and clear title to each vehicle must be made to the City of Lowell at time of delivery of said vehicle.

Article 39. Transaction by Third Parties

The City of Lowell will reject any and all bids for the purchase or lease purchase of equipment if any third party has or intends to have a security interest in said equipment.

The City will further reject any and all bids which would require the City to sign any agreement or agreements concerning financing of the transaction by third parties.

Article 40. Pass Through Restrictions

The Contractor will not provide any good or service that was not specifically indentified and defined in the scope of service contained within the contract. Any good or service provided by the Contractor to the City that would be considered a "pass-through" is strictly prohibited.

Article 41. Insurance

The Contractor will carry insurance in the amount of 10% of the total cost of the project or $1 million, whatever is less.

Form A

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A and with the City's Conflict of Interest terms stated in Article 33 of these Contract Documents.

Signature of Bidder _____

Print Name and Title _____

Company Name and Address _____

_____

Telephone Number _____

Email _____

Form B

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER	DATE ISSUED
_____	_____
_____	_____
_____	_____
_____	_____

Form C

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date:_____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

_____
(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

_____
(Signature and Title of Person Making Affidavit)

Sworn to before me this _____day of _____, 20 ___

Notary Public: _____ My commission expires: _____

Form D

IN WITNESS WHEROF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Lowell as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

_____	_____
Signature of Person Signing Bid or Proposal	BY: Corporate Officer (Type/Print)
_____	_____
Corporate Name (Full Business Name)	BY: Corporate Officer (Sign)
_____	_____
Social Security or Federal Tax ID#	State of Incorporation/City of Business (DBA) Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine weather you have met tax filing or tax payment obligations. The City of Lowell is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than $5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.

Form E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of (insert name of corporation)

Held _____ at which all the Directors

Were _____

Present or waived notice, it was voted that _____ (name)

_____Of this corporation, be it he or she, hereby is (corp. office)

authorized to execute bid documents, contracts and bonds in the name and on (corp. office)

behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid

document or contract or obligation in this corporation's name on its behalf under seal of the

corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or secretary)

Place of Business: _____

I hereby certify that I am the clerk/secretary of the _____
(Name of Corporation)

And that _____
(Name)

is the duly elected _____ of said corporation,

and _____
(Corp. office)

that the above vote has not been amended or rescinded and remains in full force and effect as of

the date set forth below.

ATTEST_____
(Clerk or secretary)

Date:*
* This date must be on or before the date of the Contract

TECHNICAL SPECIFICATION
Scope of Services

Duration

This is a one year contract, with an option year, to be exercised at the City's sole discretion at the same terms.

Overview

The City of Lowell is seeking proposals from Proponents to provide a platform for electricity data analytics for 11 Time-of-Use G-3 electrical accounts within the City for the purposes of identifying operational efficiencies and energy-saving opportunities for each associated building. The initial Work Order term will be for one year with an option to extend for an additional two-year period. The platform procured must be able conduct a remote building audit (RBA). Assessments must include features that provide detailed energy consumption, savings recommendations, and efficiency performance tracking views across commercial building portfolios. The Proponent's system must also allow for on-going monitoring of interval meter data to ensure persistence of measures and interventions implemented.

Facilities

The following facilities will be analyzed utilizing the data analytics platform:

- Daley Middle School, 150 Fleming St
- Robinson Middle School, 110 June St
- Morey Elementary School, 114 Pine St
- Stoklosa Middle School, School St & Broadway St
- Lowell High School, 50 French St (has two G-3 accts)
- Pyne Arts School, 145 Boylston St
- Greenhalge Elementary School, 149 Ennell St
- Butler Middle School, 1140 Gorham St
- Sullivan Middle School, 150 Draper St
- Pollard Memorial Library, 401 Merrimack St

The City will initially supply two years of interval meter data and thermal data for the affected facilities from National Grid.

Remote Building Audit (RBA)

Each assessment will be performed once for each location, unless otherwise instructed by Lowell. The results shall be available for viewing by multiple parties within the City. If a website portal is utilized, the site will be subject to meeting appropriate security protocols established by the City.

Each assessment shall consist of the following:

1. Benchmarking by End Use – Must be able to distinguish the load associated with various end uses including, but not limited to: cooling, lighting, electrical heating, pumps, plug load, ventilation, and miscellaneous electric features. The RBA shall be able to determine how the load varies across the year and benchmark these against comparable commercial and institutional buildings by size, region and type.

2. Weather Normalization – Must provide detailed hourly consumption responses of each location to ambient weather inputs (including Wet and Dry bulb temperatures, Wind Speed, Solar Irradiance, etc. for each end use, for every hour of the year). Use of change point and other single linear models to understand weather related consumption is insufficient to provide the level of accuracy and explanation required for this application.

3. Recommendations – A customized set of Energy Conservation Measures (ECMs) based on a detailed model of the actual building being analyzed for energy savings opportunities, including consumption and demand response opportunities. Recommendations shall include low cost, immediate operational savings and recommend specific actions. A sample set of basic physical asset information for each location shall also be provided for information purposes. Opportunities shall include a usage (kWh), demand (kW), and monetary projection of savings potential, as well as estimated payback.

4. Supporting Analyses – Provide analyses to support recommendations with charts and detailed summary. These analyses of operational/occupancy, weather, daily, monthly, annual and end-use electric consumption patterns of the building may be used by Lowell or Lowell customers to further analyze and improve the performance of the buildings.

   The following must be derived solely from the specific actual consumption patterns of the building being analyzed, using techniques such as inverse modeling, time-series econometric analysis, pattern matching and optimization, and self-learning algorithms. This does not include:
   - Models based on comparisons to other buildings with similar physical or interval data profile characteristics.
   - Modeling techniques using eQuest, EnergyPlus, DOE-2 or other building simulation models.
   - Use of external building databases to drive conclusions about individual buildings. Proponents should indicate the model utilized in their platform as part of their response.

5. The model output must match actual consumption for each hour of the year, except for hours for which actual consumption data is missing.

6. Ability to aggregate the analytical results for individual buildings into a portfolio view:
   - Aggregated performance view of entire portfolios, including Total Consumption, Total Savings potential, and retrofit and operational savings potential
   - Performance views of 'sub-portfolios'
   - Graphical visualizations of Total Consumption and Total Savings potential across entire building portfolios or sub-portfolios

Performance Monitoring

After remote audit is completed, the platform shall allow for performance monitoring. The tool shall allow for continuous energy data feeds (daily, weekly or monthly) to enable Lowell to monitor the performance of the building relative to the energy consumption baseline established at the time of the remote building assessment. The monitoring and verification shall consist of the following at a minimum:

- The capability to track ECM implementation and the resultant impacts to energy use.
- Actual vs. Baseline Performance: The contractor will update the platform with the actual energy consumption of each building, based on the availability of data, following the completion of the remote building assessment. This actual consumption will be compared to the consumption baseline established in the remote building assessment to understand if the building is performing 'worse' or

'better' than anticipated. Alerts shall be available to Lowell on a monthly basis to notify users of significant changes in the building's energy consumption profile.

- The monitoring tool will identify changes in performance as well as ensure sustained compliance with operational measures that have been enacted.
- Continuous, accurate estimates of savings or losses at the hourly level when compared to actual meter consumption during the baseline time period.
- Whole Building savings analysis consistent with IPMVP Option C and exceeding the metrics requirements set under ASHRAE Guideline 14.

Support and Maintenance

For each location included in the Lowell's list of buildings, to be assessed, the Contractor shall provide the following:

1. One (1) 60-minute webinar to review the results of the remote assessments by the building engineer that conducted the evaluation;
2. Two (2) additional calls/webinars per building per year for additional questions and advising of building personnel;
3. Unlimited online support via email;
4. Maintenance and updates of the web-based portal. Updates will include technical (i.e. new features, releases) as well as building specific updates that reflect new or updated data/information on a specific building;
5. Technical support of web-portal to include adding/deleting users and updating user data;

The services will be available to Lowell via a dedicated web-based portal or appropriate alternative. The web-portal will available to multiple users and will ensure data security and privacy that meets SAS70 protocols. The Contractor will continue to provide and maintain this web-based portal for the term of the Work Order.

<u>MINIMUM QUALITY REQUIREMENTS</u>:

1. Proposers must provide all of the services described in Section II: Scope of Services and comply with all Proposal Submission Requirements listed in Section I.

2. Proposers must be equipped to undertake and commence the services specified upon the execution of the Contract. Proposers shall include a brief schedule for the completion of the above services and the deliverables, including the proposed start and end dates and intermediate delivery dates. Describe projected resource availability for the anticipated duration of the project.

3. Proposers must possess the following qualifications to perform the services and must attach information demonstrating such qualifications titled "Description of Proposer's Qualifications" to the Proposal Form including documentation of the following:

   - A listing of a minimum of 30 remote energy assessments within the past 12 months. The list of assessments shall include buildings of similar size as described in this RFP.
   - Assessments must have been completed using only interval electric data, thermal data, and a basic set of building asset data. Also include any proposed energy conservation measures (ECMs) and savings opportunities uncovered and any actions that translated into actual savings;
   - Access to the proposer's active web-portal or other platform that demonstrates its ongoing RBA work and support activities;
   - A description of the proposer's experience providing remote energy assessments; monitoring

and verification of remote energy assessments products; and support and maintenance of remote energy assessments products. Provide the qualifications of engineers that will be working under any resultant Work Order on remote assessments;

- A minimum of two 3rd party evaluations that independently validate the technical accuracy of the RBA tool.

REFERENCES:

1. Proposers must submit three (3) remote assessment customer contacts for which the proposer provide services similar in size and scope to the services requested by the City herein. References must include firm names, contact persons, contact emails and contact numbers. The references must be for one of the 30 remote building assessments listed under the Minimum Quality Requirements section of this RFP.

2. Poor references may be a basis for a determination that the Proposer is not a responsible proposer.

COMPARATIVE EVALUATION CRITERIA:

All responsive and responsible non-price (technical) proposals will be evaluated and rated on the basis of the following comparative criteria.

1. Relevant experience of proposer and/or proposed staff:

   Highly Advantageous: The proposer has at least five (5) years or more of experience in working with RBA and performance monitoring.

   Advantageous: The proposer has at least three (3) years or more of experience in working with RBA and performance monitoring.

   Not Advantageous: The proposer has one (1) but less than three (3) years of experience in working with RBA and performance monitoring.

2 Proposer has the qualifications and resources necessary to perform the service objectives stated in the RFP for remote building assessments and performance monitoring activities:

   Highly Advantageous: The proposer possesses all of the qualifications necessary to meet all of the City's objectives stated in the RFP.

   Advantageous: The proposer possesses most of the qualifications necessary to meet all of the City's objectives stated in the RFP.

   Non Advantageous: The proposer possesses few of the qualifications necessary to meet all of the City's objectives stated in the RFP.

3. Proposer has the ability to complete the project within schedule while meeting client expectations.

   Highly Advantageous: All of the proposer's references indicate that the process was completed on schedule or with minimal, insignificant delays.

Advantageous: Only one of the proposer's references indicates that the process was completed with substantial delays attributable to the proposer, and no current process or process completed in the last three years experienced substantial delays attributable to the proposer.

Not Advantageous: Two of the proposer's references indicate that the process was completed with substantial delays attributable to the proposer, and no current process or process completed in the last year experienced substantial delays attributable to the proposer.

RULE FOR AWARD:

1. The Contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all evaluation criteria.

2. The Contract price will remain firm for the term of the Contract, including any extension option term which is exercised by the City in its sole discretion.

3. The Contract price cannot exceed $88,500

4. The award of the Contract will be made by the City Manager. To be eligible to receive a contract award, a Proposer must be equipped to undertake and perform all the services specified in the proposal documents, and must satisfy all other requirements of this RFP.

SUBMITTALS:

In one envelope, one original and one copy marked technical proposal

In a separate envelope, one original price proposal, marked price proposal

DO NOT GIVE ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL