

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

---

Project Name: **Energy Data Management and Analytics**

RFP No.: **17-12**  
Date: **August 15, 2016**  
Buyer: **P. Michael Vaughn**  
Tel. No.: **978-970-4110**  
Fax No.: **978-970-4114**  
Email: **pmvaughn@lowellma.gov**

---

The City of Lowell is seeking responses from Respondents capable of fulfilling the City's needs for a solution that will comprehensively manage utility demand and usage across all City assets. The Solution shall include software-as-a-service on a subscription basis for a commercially available, off-the-shelf product with necessary customizations. The awarded Proponent will also be required to collect and input the City's utility bills into a database for further demand and usage analysis. The City has issued this Request for Proposals ("RFP") to define minimum contract requirements; solicit responses; detail response requirements; and outline the City's process for evaluating responses and selecting a Contractor to provide the needed goods or services. Through this RFP, the City seeks to procure necessary goods or services at the most favorable, competitive prices and to give all qualified Proponents, including those that are owned by minorities, women, disabled veterans, and small business enterprises, an opportunity to do business with the City as contractors, subcontractors or suppliers.

#### **DUE DATE**

Sealed proposals are due on and will not be publicly opened on: **August 30, 2016** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 2:00 PM, 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 five (5) hard 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 1<sup>st</sup>.

# 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 five (5) 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 waiver 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 contracts 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 contracts 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 identified 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.

## 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.

BIDDER'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

---

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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: \_\_\_\_\_

**IN WITNESS WHEREOF, 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.

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

# Scope of Work

## 1. INTRODUCTION

---

The City of Lowell (the “City”) is seeking responses from Respondents capable of fulfilling the City’s needs for a solution (the “Solution”) that will comprehensively manage utility demand and usage across all City assets. The Solution shall include software-as-a-service (“SaaS”) on a subscription basis for a commercially available, off-the-shelf product with necessary customizations. The awarded Respondent will also be required to collect and input the City’s utility bills into a database for further demand and usage analysis. The City has issued this Request for Proposals (“RFP”) to define minimum contract requirements; solicit responses; detail response requirements; and outline the City’s process for evaluating responses and selecting a Contractor to provide the needed goods or services. Through this RFP, the City seeks to procure necessary goods or services at the most favorable, competitive prices and to give all qualified Respondents, including those that are owned by minorities, women, disabled veterans, and small business enterprises, an opportunity to do business with the City as contractors, subcontractors or suppliers.

### 1.1. Statement of Procurement Purpose

The City was one of the first communities in Massachusetts to be designated as a Green Community. Lowell also recently committed to implementing Best Practices in the area of Maximizing Energy Efficiency and Renewable Opportunities as part of the Governor’s Community Compact. These designations demonstrate Lowell’s commitment to:

- (1) Reduce energy costs and consumption across City owned and managed buildings and facilities by:
  - Relating utility usage to facility characteristics, weather, and occupancy levels
  - Measuring and controlling energy use/cost and
  - Investing in energy efficiency with data-informed decision-making
- (2) Create an operational environment of excellence by:
  - Providing a detailed review of utility bills for accuracy and anomalies
  - Eliminating manual entry of utility bill data
  - Benchmarking utility data against similar facilities
  - Utilizing relevant utility bills parameters to assist in budgeting and forecasting

The City of Lowell spends an estimated \$8M annually on utility bills. Significant savings could be achieved with a disciplined focus on energy management, energy efficiency, and conservation across all City energy users. In furtherance of the goals of the Green Communities Act and the Governor’s Community Compact, this RFP is being released to solicit a system to collect and analyze utility data and help manage the City’s energy needs. The City asks that Respondents provide a list of standard configurations, functions, features, reports, tools, and other information that will allow the City to understand how the Respondent will fulfill its obligations to the City.

### 1.2 Background

The City seeks a Solution that will be the backbone of a system to collect, correlate, and analyze the utility invoice data. The Solution shall: (i) collect historic and ongoing utility invoice data from City-owned and operated facilities; and (ii) organize and analyze utility invoice data.

This Solution shall consolidate the account management and reporting of utility information to a SaaS system that allows for multiple user access. The City’s buildings and facilities include structures of varying shapes and sizes, recreational facilities, offices, parks, parking garages and parking lots, outdoor lighting areas, water and wastewater treatment facilities, and emergency facilities. Many of these buildings and facilities have one or more separate utility accounts. For the purpose of this RFP, “utility data collection” means data acquired from utility invoices. City government currently processes an estimated 500 utility invoices each month from ten different utility providers for electricity, natural gas, and solar energy. In FY 15, the City:

- Consumed 42,389,105 kWh in electricity
- Consumed 1,726,672 therms of natural gas
- Generated 983,731 kWh of solar electricity
- Allocated \$1,550,478 worth of net metering credits

The Solution shall provide utility cost and consumption data Citywide. Similarly, facility data relevant to energy management such as size, age, occupancy and function shall be harvested from within the City’s network. The Solution shall include the option for data upload to existing accounts payable system (MUNIS) for General City Government.

## 2. RESPONSE REQUIREMENTS

---

### 2.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

- 2.1.1. **Technical Response.** RFP Attachment A, Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information of any type (even pricing relating to other projects) is included in any part of the technical response, the City may deem the response to be non-responsive and reject it.**

- 2.1.1.1. A Respondent must use the RFP Attachment A, Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 2.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" pages (although oversized exhibits are permissible). All response pages must be numbered.
- 2.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment A. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 2.1.1.4. **The City may determine a response to be non-responsive and reject it if:**
- a. The Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment A; or
  - b. The Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment A.
- 2.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment B, Cost Proposal.

**NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the City may deem the response to be non-responsive and reject it.**

- 2.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment B, Cost Proposal and must NOT record any other rates, amounts, or information.
- 2.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 2.1.2.3. A Respondent must sign and date the Cost Proposal.
- 2.1.2.4. A Respondent must submit the Cost Proposal to the City in a sealed package separate from the Technical Response

## 2.2. **Response Preparation Costs**

The City will not pay any costs associated with the preparation, submittal, or presentation of any response.

## 3. **EVALUATION**

---

### 3.1. **Evaluation Process**

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the City to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria.

- 3.1.1. **Technical Response Evaluation.** The Chief Purchasing Officer and the Proposal Evaluation Team (consisting of three (3) or more City employees) will use the RFP Attachment A, Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.
- 3.1.1.1. The City reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the City. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the City.
  - 3.1.1.2. Proposal Evaluation Team members will independently evaluate each Technical Response to RFP Attachment A – Sections A & B (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment A Section A & B, Technical Response & Evaluation Guide.
  - 3.1.1.3. The Proposal Evaluation Team Coordinator will evaluate each Respondents response using the formula outlined in RFP Attachment A – Section C, Solution Checklist.
  - 3.1.1.4. Dependent on the amount of responses received, the City may decide to hold Oral Presentations with only the top 3 Respondents based on the evaluation scores from RFP Attachment A Technical Response & Evaluation Guide.
  - 3.1.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 3.1.2. **Cost Proposal Evaluation.** The Chief Purchasing Officer will open for evaluation the Cost Proposal of each Respondent deemed by the City to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment B, Cost Proposal
- 3.1.3. **Clarifications and Negotiations:** The City reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent’s best terms and conditions from a technical and cost standpoint. The City reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION A: GENERAL QUALIFICATIONS & EXPERIENCE.** The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). **The Respondent must also detail the response page number for each item in the appropriate space below.** Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section A— General Qualifications & Experience Items. If the Respondent to this Solicitation plans to use a subcontractor for any of the major functions of this Solicitation (collecting utility invoice data; managing utility data; and providing comparison analytics of utility data) the City expects to receive the following Section A Items for those Sub-Contractors in addition to the Respondent’s Response: A.2, A.3, A.4, A.5, A.6, A.7, A.10, A.11, A.12)

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— General Qualifications &amp; Experience Items</b>
	<b>A.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the City should contact regarding the response.
	<b>A.2.</b>	Describe the Respondent’s form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company), and business location (physical location or domicile). Detail the number of years the Respondent has been in business and list any former names under which your organization has operated. Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	<b>A.3</b>	Briefly describe how long the Respondent has been providing the goods and services required by this RFP. Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFP ( <i>e.g.</i> , prior experience, training, support, certifications, resources, program and quality management systems, <i>etc.</i> ).
	<b>A.4</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent’s employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>A.5</b>	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	<b>A.6</b>	Provide a statement of whether there is any material, pending litigation against the Respondent or any Securities Exchange Commission investigations involving the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFP.  NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The City may require the Respondent to submit proof of license for each person or entity that renders such opinions.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section A— General Qualifications & Experience Items
	A.7	<p>Provide a minimum of three (3) detailed previous case study examples of projects with similar scope and complexity to the services sought by the City in this RFP. The examples should include current (ongoing) and completed (preferably within the last five (5) years) projects. List projects starting with the most recent and include the information as listed below for each project:</p> <ol style="list-style-type: none"> <li>Project name and location.</li> <li>Brief description of scope.</li> <li>Year contracted</li> <li>The key personnel and their individual roles on the project</li> <li>Project challenges and resolutions to those challenges.</li> </ol>
	A.8	<p>Provide a personnel roster listing the names of the proposed project team and key people who the Respondent will assign to meet the requirements of this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed detailing the individual's title, education, current position with the Respondent, and employment history. Provide the project organizational structure along with an organizational chart identifying the key personnel.</p>
	A.9	<p>Provide a Statement of whether the Respondent intends to use subcontractors to meet the requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <ol style="list-style-type: none"> <li>Names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>Description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u></li> <li>A Statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</li> </ol>
	A.10	<p>Provide a Statement of whether or not the Respondent has any current contracts with the City of Lowell or has completed any contracts with the City of Lowell within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ol style="list-style-type: none"> <li>The name, title, telephone number and e-mail address of the City contact knowledgeable about the contract;</li> <li>The procuring City agency name;</li> <li>A brief description of the contract's scope of services;</li> <li>The contract period; and</li> <li>The contract number.</li> </ol>
	A.11	<p>Provide a minimum of three (3) and a maximum of five (5) customer references from individuals (who are <u>not</u> current or former officials or staff of the City of Lowell) for projects similar to the services sought under this RFP. Please include the name, title, telephone number, and e-mail address of all references listed.</p>

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section A— General Qualifications &amp; Experience Items</b>
	<b>A.12</b>	<p>Provide a Statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> <li>a. Presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or City department or agency;</li> <li>b. Within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, City, or local) transaction or grant under a public transaction; violation of federal or City antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;</li> <li>c. Presently indicted or otherwise criminally or civilly charged by a government entity (federal, City, or local) with commission of any of the offenses detailed above; and</li> <li>d. Within a three (3) year period preceding the contract had one or more public transactions (federal, City, or local) terminated for cause or default.</li> </ul>
<b>SCORE (Qualifications &amp; Experience Items above):</b>		
<p><b>Highly Advantageous:</b> Respondent and key personnel have at least five (5) years or more of relevant experience in data management and analytics with appropriate case studies to verify experience. Respondent’s references have indicated no significant issues. Respondent has no outstanding legal or financial issues that would inhibit their ability to complete the project.</p> <p><b>Advantageous:</b> Respondent and key personnel have at least three (3) years or more of relevant experience in data management and analytics with appropriate case studies to verify experience. Respondent’s references have indicated no significant issues. Respondent has no outstanding legal or financial issues that would inhibit their ability to complete the project.</p> <p><b>Not Advantageous:</b> Respondent and key personnel have less than (3) years of relevant experience in data management and analytics. Respondent did not provide adequate case studies to verify experience. Respondent’s references have indicated significant issues. Respondent has pending legal or financial issues that would inhibit their ability to complete the project.</p>		

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION B: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). **The Respondent must also detail the response page number for each item in the appropriate space below.**

Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— Technical Qualifications, Experience & Approach Items.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section B— Technical Qualifications, Experience &amp; Approach Items</b>
	<b>B.1</b>	Provide a project approach narrative that illustrates how the Respondent will complete and manage the scope of services of this RFP, accomplish required objectives, and meet the City’s project schedule.
	<b>B.2</b>	Describe the Respondent’s approach for data validation and identifying billing irregularities including but not limited to gaps, rate structures, and correlating raw data and invoices with facilities, accounts, and meters. Describe a detailed utility invoice processing flow including invoice receipt and imaging, electronic acquisition, bill validation data capture and storage, missing invoice procedures and meter number changes.
	<b>B.3</b>	Provide the Respondent’s approach for continual review and refinement of the data management format and process and how this will be communicated to the City.
	<b>B.4</b>	Provide a narrative that describes the system the Respondent intends to incorporate to meet the intent of this RFP, including collecting utility invoice data; managing utility data; and the items listed in Attachment A, Section C. Include how the system is predicted to integrate with existing City systems.  Describe in detail the system intended for managing utility data that satisfies the City’s need for comprehensive reporting on energy usage, cost, various trends and savings for each building or any combination or group of buildings. Include information on security, data management, data storage, longevity, relevance, integration with existing data collection and City systems, normalization, reporting, alarm notification and user interface.
	<b>B.5</b>	Provide a narrative that describes how the Respondent intends to determine the optimum baseline for a one year period for the City as well as a means to benchmark energy performance for individual buildings and facilities to capture and measure energy efficiency savings. Include how unavoidable gaps in the data will be addressed.
	<b>B.6</b>	Describe in narrative form how the Respondent intends to track renewable energy production and use and environmental equivalents.
	<b>B.7</b>	The Respondent shall include screen shots and sample reports from computer software applications that may be part of the proposed graphic systems. This is intended to illustrate how a particular requirement might be met by the Respondent, not a complete submission of all screens, reports, and features.
	<b>B.8</b>	Provide company track record data on upgrading software.
	<b>B.9</b>	Provide a narrative that describes the Respondent’s approach to external and internal dashboard use.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section B— Technical Qualifications, Experience &amp; Approach Items</b>
	<b>B.10</b>	Provide a narrative that describes the Respondent’s plan to track individual energy conservation measures (“ECM”) in specific buildings and facilities, and the plans to provide software tools for evaluation, justification, and tracking, along with measurement and verification.
	<b>B.11</b>	Provide a project schedule with Day 0 being the date of contract execution.
<b>SCORE (for <u>all</u> Section B— Technical Qualifications, Experience &amp; Approach Items above):</b>		
<b><u>Highly Advantageous:</u></b> Respondent approach possesses all elements necessary to meet the City’s objectives stated in the RFP.		
<b><u>Advantageous:</u></b> Respondent approach possesses most elements necessary to meet the City’s objectives stated in the RFP.		
<b><u>Not Advantageous:</u></b> Respondent approach does not include required elements necessary to meet the City’s objectives stated in the RFP.		

**TECHNICAL RESPONSE & EVALUATION GUIDE**

**SECTION C: SOLUTION CHECKLIST** - The Respondent must address all items detailed below and provide any information and documentation as required. The Respondent shall consider all requirements marked with an asterisk (\*) as essential items.

**All Essential Items will be scored using the following evaluation criteria:**

- Available = 1 Point**
- Not Available = Non-Responsive**

**All Non-Essential Items will be scored using the following evaluation criteria:**

- Available = 1 Point**
- Not Available = 0 Points**

The Technical Evaluation Team Coordinator will sum the total of all Points for each Respondent and will use the following formula to calculate the Section D Score. If any essential item is considered “not available” then the Respondent may be found non-responsive to this solicitation.

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
	<b>Section C— Solution Checklist</b>	<b>Score</b>
	<b>SCORE (for Section C— Solution Checklist – See Section D):</b>	
<p><b><u>Highly Advantageous:</u></b> Respondent received a score of 34 or above and included all essential elements.</p> <p><b><u>Advantageous:</u></b> Respondent received a score between 27 and 33 and included all essential elements.</p> <p><b><u>Not Advantageous:</u></b> Respondent is missing one or more essential elements.</p>		

The Technical Evaluation Team will review the response to determine if the Requirement Items are addressed as required and will determine each Respondent’s responsiveness. For any item that is not addressed as outlined in the instructions, the Technical Evaluation Team may require clarification from the Respondent.

**ATTACHMENT A – SECTION D**

**Solution Checklist.** Solution requirements listed in the Solution checklist are not absolute, but the below responses shall be incorporated into the final contract document. Requirements that are considered essential are marked with an asterisk (\*). Place “X” in appropriate column. If Available, please include the Response Page #.

a.	<b>Enterprise Utility Invoice Data Collection</b>	Available	Response Page # (Respondent completes)	Not Available
i.	*Enter and track any type of energy utility invoice for any commodity and any level of invoice detail.			
ii.	*Invoice error check at time of entry for out of range values, percent deviation from previous month or previous year, and user defined irregularities for any field			
iii.	*Invoice error check at time of entry for missing invoices, duplicates, date gaps or overlap			
iv.	*Online electronic data collection by current and historical utility data by means of e-bills, HTML or similar from utilities			
v.	*Automated data entry by means of optical character recognition (OCR) of PDF file or scanned invoice			
vi.	*Invoice importing from flat file format (spreadsheet)			
vii.	*Portal for manual data entry of invoice			
viii.	*Each invoice is archived and a link exists to a scanned image for printing and viewing for scanned invoices			
ix.	Invoice entry screen shows or links to history with trending table and graphs			
x.	Invoice audit to confirm utility rate and identify rate change opportunities			
b.	<b>Enterprise Utility Data Management</b>	Available	Response Page # (Respondent completes)	Not Available
i.	* No limit on number or levels of facilities, accounts, meters, or utility providers			
ii.	*Quick setup for new accounts, meters and facilities using Excel template for importation to Software Solution or a Wizard function within the Solution			
iii.	Invoice approval process with automatic notification and multiple levels of approval			
iv.	After data entry, auditing and approval(s), exports invoice data to MUNIS, the accounts payment system			
v.	Outline type hierarchical treeview interface for navigation			
vi.	Wizard deactivation for discontinued accounts, meters and facilities			
c.	<b>Enterprise Energy Management</b>	Available	Response Page # (Respondent completes)	Not Available
i.	*Internal benchmarking of any facility or group of facilities to establish a normalized relative starting point against which improvements in efficiency can be measured			
ii.	*Capable of longitudinal benchmarking to compare the energy usage of each facility for a user defined period to past performance for the same period Manager			

c.	<b>Enterprise Energy Management</b>	Available	Response Page # (Respondent completes)	Not Available
iii.	*Weather normalization of data based on industry accepted, commercially available third party weather data for specific geographic areas in Lowell for inclusion in energy comparisons for any user-defined time period			
iv.	*Calendar normalization of data to reflect actual monthly day count			
v.	*Enter and track building specific energy conservation measure (ECM) with software tools for justification, tracking, evaluation, and measurement in accordance with the International Performance Measurement & Verification			
vi.	*Monitor and track renewable energy generation and net metering credit allocations			
vii.	A notification system including graphics, text message and e-mail for pre-defined conditions with adjustable sensitivity based on variation in cost, consumption or demand			
viii.	External benchmarking of any group of buildings to national database(s) including Energy Star Portfolio			
ix.	Automated Energy Star Portfolio Manager (PM) data exchange to maintain current PM record and for reporting, tracking and comparing Energy Star statistics through the Software Solution			
x.	ECM total cost of ownership (TCO) algorithm including first cost, operation, maintenance, deferred maintenance/cost avoidance and capitalization in accordance with industry standards including the International Performance Measurement & Verification Protocol (IPMVP)			
xi.	External URL links for facilities, accounts, meters and utility providers			
xii.	Baseline energy consumption modeling to predict the expected energy usage for user defined facility or facilities based on key drivers such as weather, occupancy, time of day/week, and other variables to allow energy savings calculations, near-future load predictions, energy use comparisons, and energy anomaly detection			
d.	<b>Reporting &amp; Graphics</b>	Available	Response Page # (Respondent completes)	Not Available
i.	*Comprehensive reporting on energy usage, cost and savings for each building or any combination or group of buildings			
ii.	*Comprehensive reporting on environmental impact that references a living, web-based standard for local GHG, CO2 equivalencies and other metrics based on ecosystem, health, materials and emission			
iii.	*Capable of providing monthly, quarterly, or annual reporting for multiple Fiscal Years for a designated City organization the detailed invoice cost and consumption information including inconsistencies and recovered charges.			
iv.	* Able to track and create multiple budgets based on cost, rate, usage, and trend analysis			
v.	*Standard and custom reporting capability within Software Solution			

d.	<b>Reporting &amp; Graphics</b>	Available	Response Page # (Respondent completes)	Not Available
vi.	*Standard and custom reporting capability for export in Word, Excel, CSV, and PDF formats			
vii.	*Custom report setups that can be saved by unique user for repeated use			
viii.	*Wizard setup for generating reports			
ix.	*Condenses large amounts of real-time and historical data into a graphical format that is rich, intuitive and user friendly			
x.	GHG calculations account for on-site renewable energy to differentiate between total utility-purchased energy and total building energy			
xi.	Issues log function to identify issues and opportunities, assign responsibility and track to resolution			
xii.	Direct emailing with the Software Solution			
xiii.	Allows user to annotate charts and displays and will store those annotations			
xiv.	Web based configurable public dashboard display for viewing of owner-defined aspects of energy program through an industry standard browser with no special software			
xv.	Web based configurable private dashboard display for interactive viewing of owner- defined aspects of energy program through an industry standard browser with no special software			
xvi.	Heat map visualization to allow color coding to denote the magnitude of energy usage for a user defined time period			
e.	<b>Security</b>	Available	Response Page # (Respondent completes)	Not Available
i.	*Security of data entry and management is adjustable to control access by individuals, groups or organizations			
ii.	*No limit to number of simultaneous users			

**COST PROPOSAL & SCORING  
GUIDE**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

**COST PROPOSAL SCHEDULE**— The Cost Proposal shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment A for the entire contract period. The Cost Proposal shall remain valid for at least one hundred sixty (160) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. Monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

---

*Refer to “Attachment B - Data Collection Cost Proposal.xlsx”*

Please include pricing information for the following options:

**Primary Bid** – Includes all costs associated with Essential Items. Costs in this category include: off-the shelf software, customizable software, project implementation, training, and other costs. For “other” costs, please specify cost category in the Notes section. Respondent must also include annual subscription renewal costs for Year 1 and Year 2 following the initial year of service.

**Add-on Option 1** – Includes additional incremental costs associated with the City’s most desired Non-Essential Items. Note that if a Non-Essential Item’s costs is included in the pricing included in the Primary Bid, please indicate the Non-Essential price as \$0.00 in the Add-on Option 1 Bid. In the Notes section, please cross-reference the specific Essential Item that corresponds with the price item it is bundled with. If a Non-Essential Item is included with pricing for another Non-Essential Item, please indicate the cost as \$0.00 and delineate what Non-Essential price-item it is bundled with in the Notes Section. Subscription renewal costs should only include additional incremental costs not listed in the Primary Bid that result from the extra requested Non-Essential Items.

**Add-on Option 2** – Includes additional incremental costs associated with all remaining Non-Essential Items. Note that if a Non-Essential Item’s costs is included in the pricing included in the Primary Bid or Add-on Option 1 Bid, please indicate the Non-Essential price as \$0.00 in the Add-on Option 2 Bid. In the Notes section, please cross-reference the specific Essential or Non-Essential Item that corresponds with the price item it is bundled with. If a Non-Essential Item is included with pricing for another Add-on Option 2 Non-Essential Item, please indicate the cost as \$0.00 and delineate what Non-Essential price-item it is bundled with in the Notes Section. Subscription renewal costs should only include additional incremental costs not listed in the Primary Bid or Add-on Option 1 Bid that result from the extra requested Non-Essential Items.