

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENERGY RESOURCES**

**REQUEST FOR RESPONSE
RFR ENE-2009-003**

Procuring Department: Department of Energy Resources (DOER)
Address: 100 Cambridge St., Suite 1020, Boston, MA 02114

RFR File Name/Title: DOER: Green Communities Technical Assistance for
Massachusetts Municipalities

RFR Contact Person: Meg Lusardi
Telephone: (617) 626-7364
Fax: (617) 727-0030
Email: Meg.Lusardi@state.ma.us

PROCUREMENT CALENDAR

Submit One (1) original and three (3) copies of sealed written response (personal delivery, mail, or courier).

Written questions due to RFR Contact Person by: . . .February 25, 2009

Answers posted to Comm-PASS by: March 4, 2009

Bidder Responses Due by.....3:00P.M. March 20, 2009

Evaluation period (estimated):March 23 - April 3, 2009

Bidders Conference:NONE

Anticipated Award Date: April 11, 2009

I. INTRODUCTION

The Massachusetts Department of Energy Resources (**DOER**) is a state agency whose mandate is to promote policies and programs to ensure that Massachusetts' citizens have adequate, diverse, energy supplies, at a reasonable cost, with a minimal impact on the environment. To meet this objective, DOER pursues a number of policy and program initiatives designed to increase the efficiency of electricity, gas, and oil end-uses; to encourage investment in energy conservation, renewable energy, demand response and load management programs, and; to enhance competition and planning in the electric and gas industries.

The DOER invites responses from qualified vendors (**Consultants**) who are interested in entering into contracts for providing technical assistance to Massachusetts municipalities (**Clients**) seeking Green Communities designation per M.G.L Ch. 25A §§2, 10. DOER seeks to hire one or more Consultants. A successful response will result in being placed in this group of Consultants.

Qualified firms and individuals are invited to submit responses to this announcement. All responses to this RFR must meet the general requirements and technical specifications and requirements outlined herein. **One (1) original and three (3) copies** should be submitted to:

Meg Lusardi
Department of Energy Resources
100 Cambridge St., Suite 1020
Boston, MA 02114

Faxed or electronic responses, or responses received after the 3:00PM, March 20, 2009 deadline shall be deemed non-responsive and will be returned to sender. Selection of the successful contractors will be announced on or about *April 11, 2008*. Questions may be submitted, in writing only, to Meg Lusardi, meg.lusardi@state.ma.us.

II. SINGLE OR MULTIPLE DEPARTMENT USE

This is a single agency procurement for DOER only.

III. ACQUISITION METHOD

The acquisition method for this RFR is "Fee for Service."

IV. ANTICIPATED FUNDING

The maximum obligation for the vendors approved through this Request for Responses (RFR) is estimated to be \$500,000 but no more than \$1,000,000 over the life of the Contract. Actual spending levels will be determined by the number of Clients assigned during the contract period, the complexity of the technical assistance needs, and the availability of program funds. The agreements are subject to available funding for the contracts.

V. DURATION OF CONTRACT

The planned initial contract term is for one (1) year. DOER reserves the option, upon mutual agreement, to extend the contract for two (2) additional one (1) year terms.

VI. SCOPE OF SERVICES

Consultants chosen pursuant to this RFR will contract with DOER to provide Green Communities technical assistance services to Clients as authorized by DOER. Contracts will be in the form of hourly rates for required functions. DOER will assign Clients to Consultants on an “as needed” basis. DOER does not guarantee a volume of service to Consultants. DOER anticipates contracting directly with multiple Consultants to provide the services described herein. The services that Consultants will provide to Clients will vary depending on the size of each municipality and amount of work previously completed by a municipality. When assigning Clients to Consultants, DOER will indicate the maximum budget for the completion of technical assistance services, on a per Client basis. Consultants will have three (3) business days to accept or decline in writing to DOER. Consultants will invoice DOER for work completed to DOER’s satisfaction.

Consultants will review applications received by DOER from Clients documenting their progress in meeting the Green Communities qualification criteria and identifying the areas in which they need assistance. (see www.mass.gov/energy/greencommunities for draft qualification criteria). The Consultant will assist the Client in developing an action plan that will include concrete tasks and assigned responsibilities for meeting all of the criteria to become a Green Community. As appropriate, the Consultant will assist the Client with the initiation only of those tasks, but will not complete the tasks on behalf of the Client.

Upon receipt of an assignment, Consultants are required to schedule a site visit at a time convenient to the Client. The site visit shall be completed within thirty (30) business days of the Consultant’s receipt of the assignment, and a report summarizing what the Consultant accomplished with the Client along with a copy of the Client’s action plan must be submitted to DOER within (90) business days of the initial site visit.

Consultants shall:

- 1) Perform initial site visit
- 2) At the site visit, review the Client’s application and assess with the Client its progress in meeting the qualification criteria for becoming a Green Community
- 3) Work with the Client to develop an action plan for the Client to become a Green community that includes a timeline for completion of the plan
- 4) Provide a report to DOER and the Client within 90 days of the initial site visit summarizing the work the Consultant completed with the Client along with a copy of the action plan.

DOER reserves the right to adjust this process as necessary.

VII. EVALUATION CRITERIA

MANDATORY MINIMUM QUALIFICATIONS: All proposed bidders must have demonstrated experience in working with Massachusetts municipalities; knowledge of the process for developing and passing by-laws/ordinances in Massachusetts communities; an understanding of and experience with using commonly available tools (e.g. EPA's EnergyStar Portfolio Manager) for assisting municipalities in benchmarking buildings for energy consumption; knowledge of the EPA EnergyStar homes program and the NBI Core Performance building criteria.

EVALUATION:

Upon meeting the Mandatory Minimum Qualifications, DOER will evaluate responses based on the following:

- ▶ Staff Technical Qualifications, Relevant Experience and Demonstrated Communication Skills;
- ▶ Proposed Rates;
- ▶ Scheduling, Availability, and the Ability to Complete Work in a Limited Time Frame.

Final ranking by DOER will give greatest weight to relevant experience, demonstrated technical qualifications and communication skills

VIII. PROPOSAL REQUIREMENTS

GENERAL SUBMISSION REQUIREMENTS

Respondents must complete, sign and send back one (1) copy of each of the following:

1. Request for Taxpayer Identification Number and Certification (W-9)
2. Commonwealth Terms and Conditions
3. Standard Contract Form and Instructions
4. Contractor Authorized Signatory Listing Form (this must be notarized)
5. Affirmative Market Program Plan
6. Authorization for Electronic Funds Transfer (link)
7. Consultant Contractor Mandatory Submission Form
8. Business Reference Form

The required forms above can be found by clicking on the following website: www.state.ma.us/osd and selecting the "OSD Forms" section in the lower left of the page.

SPECIFIC SUBMISSION REQUIREMENTS

In addition to items required above, each response to this RFR must include one (1) original and three (3) copies of the following seven (7) items, single-spaced, on recycled, white, 8 ½" x 11" paper (**elaborate packaging, binders, etc., are not recommended**):

- 1.) Respondent Transmittal Letter
- 2.) Statement of Qualifications and Applicable Experience

- 3.) Resumes of all people who would work on the project
- 4.) Budget Proposal
- 5.) Additional References
- 6.) Existing Relationships with Massachusetts municipalities
- 7.) Geographical Coverage

1.) RESPONDENT TRANSMITTAL LETTER

Respondents must provide a Letter of Transmittal that must include all of the following:

A statement that the Response will remain in effect for a period of ninety (90) calendar days from the deadline for submission of Responses, or until a Contract is executed, or this RFR is terminated, whichever first occurs;

A statement that if the Commonwealth accepts the Response within ninety (90) calendar days from the deadline of the submission of Responses or any additional period as may be jointly agreed upon by the Respondent and the Commonwealth, the Respondent will furnish any and all of the proposed services to the Commonwealth at the prices shown in the "Budget;"

The name, title, address and telephone number of one or more individuals who can respond to requests for additional information;

The name, title, address and telephone number of one or more individuals who are authorized to negotiate and sign a Contract for the Respondent; and

A statement describing the degree of availability to do work on short notice and the procedures for assuring such availability to DOER.

2.) STATEMENT OF QUALIFICATIONS AND APPLICABLE EXPERIENCE

An important aspect of the response is the respondent's qualifications and experience. Respondents must present their experience and expertise in the specific contexts identified in this RFR. Included should be up to three (3) recent examples of similar work the organization has completed with municipalities. The Respondent should highlight how these examples relate to the knowledge and expertise required in assisting Massachusetts municipalities in becoming Green Communities.

3.) RESUMES

Resumes for all individuals proposed for the services are required. (Prior approval from DOER is required for any subcontracted service of the agreement. All subcontracts should be in writing and contain provisions, which are functionally identical to, consistent with, and subject to the provisions of the contract.)

4.) BUDGET PROPOSALS

Respondents must submit, in a **separate, sealed** envelope labeled, "**BUDGET,**" the **names** and **titles** of all individuals proposed for these services, and their **hourly billing rates**.

It shall be presumed that the rates will not change during the one (1) year contract period unless otherwise specified in the proposal. In addition to those amounts specified in the proposal as rates, DOER will reimburse the consultant for travel expenses if the consultant should be requested to travel by DOER. Travel is defined as DOER requesting the consultant to go beyond a 50-mile radius of the CONSULTANTS MA home office. The contractor may charge no other costs (e.g., telephone, document preparation, courier expenses) to the project, and DOER will pay for no other costs.

The budget proposal may also include potential discounts or other cost savings opportunities available to DOER.

5.) **ADDITIONAL REFERENCES**

Submit one contact each from two previous Clients for whom you provided similar services to what is being requested under this RFR.

6.) **EXISTING RELATIONSHIPS**

Discuss any existing relationships that the organization or its employees have with any Massachusetts municipalities. Describe the nature and duration of the relationships, the staff members involved and any proposed mechanism for mitigating potential conflict of interest issues.

7.) **GEOGRAPHICAL COVERAGE**

Indicate if there are areas of Massachusetts that the Consultant can not serve. DOER will not pay travel costs if greater than prescribed in 4.) above.

RFR REQUIRED SPECIFICATIONS

In general, most of the required contractual stipulations are referenced in the Standard Contract Form and the Commonwealth Terms and Conditions. However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet,

inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR. This RFR is covered by the World Trade Organization Government Procurement Agreement.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement, which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The Procurement Management Team (PMT) reserves the right to reject unreasonable requests.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Best Value Selection and Negotiation. The PMT may select the response(s) that demonstrates the best value overall, including proposed alternatives, which will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs that are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced are available either as separate .pdf files with this RFR or in the Comm-PASS Forms and Information section: www.comm-pass.com. Bidders are solely responsible for obtaining and completing the required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Subcontracting Policies. Prior approval of DOER is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points may be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points may be awarded for traditional subcontracting relationships. The least number of points may be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their State Office of Minority and Women Business Assistance (SOMWBA) certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at www.state.ma.us/somwba. A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the SOMWBA. Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at www.magnet.state.ma.us/somwba.

Contract Expansion. If additional funds become available during the contract duration period, DOER reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Multi-State EMall™. *Required for statewide and OSD-designated statewide contracts only.* The Commonwealth of Massachusetts has implemented the Multi-State EMall according to the Open Buying on the Internet (OBI) model. The Commonwealth has adopted this method of Electronic Commerce and is in the process of selecting contracts for implementation. This new method of Electronic Commerce or others may become a requirement of this contract at a later date. At least 120 days notice will be given before an implementation requirement will be enforced. More information about OBI is available at: www.openbuy.org.

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the Contractor be liable for damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

Contract. All bidders must thoroughly review, complete, execute and return the Commonwealth Terms and Conditions attached to this RFR. A bidder is required to execute the Commonwealth Terms and Conditions only once. If the bidder has already executed and filed the Commonwealth Terms and conditions, please indicate this in your Response. The Commonwealth Terms and Conditions shall be incorporated by reference into any contract executed pursuant to this RFR.

The bidder selected to perform service under this RFR shall be required to complete, execute and return the Standard Contract Form upon selection for Contract negotiation and execution. By executing the Standard Contract Form, the Contractor certifies, under the pains and penalties of perjury, that it has submitted a Response to a Request for Responses (RFR) issued by DOER and that this Response is the Contractor’s offer as evidenced by the execution of the Contractor’s authorized signatory, that the Contractor’s Response may be subject to negotiation by DOER and the terms of the RFR, the Contractor’s Response and any negotiated terms shall be deemed accepted by DOER and included as part of the Contract upon execution of the Standard Contract Form by DOER’s authorized signatory.

DOER will continually evaluate the Contractor’s performance to determine if the services are being conducted as scheduled and budgeted, if the work plan needs revisions in any way to accomplish the desired objectives, and the likelihood that the Contractor will meet the specific goals within the contract budget.

DOER shall require the Contractor to designate a Contract Manager to ensure the Contract provisions and scope of services are being adhered to and will work with the Contractor to facilitate the performance of the Contract.

The following mandatory provisions shall be included in any Contract awarded pursuant to this RFR.

- a) **Publicity.** The Contractor shall obtain the prior written approval of DOER before it, or any of its subcontractors, either during or after expiration or termination of this Contract make any statements, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract. If the Contractor or any of its agents or subcontractors publishes a work dealing with any aspect of performance under this Contract, or the results and accomplishments attained in such performance, the Commonwealth shall have the royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
- b) **Confidentiality.** The Contractor agrees that all inter-agency and intra-agency memoranda, letters, and work sheets relating to policy positions being developed by DOER, and any trade secrets, commercial or financial information voluntarily provided to DOER or the Contractor for use in developing governmental policy shall be kept in confidence. The Contractor shall use this confidential material only as necessary for the performance of this contract. The Contractor shall take responsible steps to prevent any unauthorized access or physical damage to such material. Any such material in the possession of the Contractor shall be returned to DOER within fourteen (14) calendar days after termination of this contract.
- c) **Conflicts of Interest.** The contractor agrees that it will not engage in any conduct which violates, or induces others to violate, the provisions of Chapter 268A of the Massachusetts General Laws regarding the conduct of public employees.

This RFR also includes the following, optional specification:

Electronic Funds Transfer (EFT). The Commonwealth encourages contractors to use EFT for payments. This is a benefit to the contractors as well as the Commonwealth. EFT ensures quick payment directly to contractors and saves both parties the cost of processing checks. Bidders may enroll in EFT by completing the *Authorization for Electronics Funds Payment Form* included in this RFR.