

Town Manager
 Needham Town Hall
 1471 Highland Avenue
 Needham, Massachusetts 02492
 Telephone 781-455-7500

Acknowledgement of Receipt

Release Date	Thursday, March 2, 2023
Bid Title	Municipal Aggregation Program Consulting Services
Bid Number	23NEE223G
Number of Documents	The Bid Package consists of one (1) PDF document.
Informational Session	None
Questions Due	12:00 p.m., Monday, April 10, 2023
Proposals Due	11:00 a.m., Thursday, April 20, 2023 to Kate Fitzpatrick, Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492
<p>Please provide the requested information below as acknowledgment that you have received our bid package noted above and your intention is to submit a bid. It is recommended that interested bidders complete this acknowledgment and return via email to pcentral@needhamma.gov. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid and whose written questions will be addressed. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive.</p>	
Name of Company or Individual (Print/Type)	
Name / Title of Contact (Print/Type)	
Address (line 1) (Print/Type)	
Address (line 2) (Print/Type)	
City, State and Zip Code (Print/Type)	
Telephone Number	
E-mail Address (Print/Type)	
Signature	
Date	
<p>* Addenda will be posted to the website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.</p>	

Intentionally Blank

(Advertised in the Hometown Weekly issue of Thursday, March 9, 2023)
(Advertised on the MNPA's website, Thursday, March 9, 2023)
(Published in Goods and Services, Monday, March 13, 2023)
(Advertised in COMMBUYS Thursday, March 9, 2023)

LEGAL NOTICE
TOWN OF NEEDHAM, MASSACHUSETTS
Request for Proposals
Municipal Aggregation Program Consulting Services
23NEE223G

The Town of Needham is accepting sealed proposals to provide consultant services to implement a municipal aggregation program for residents and small businesses. Copies of the Request for Proposals (RFP) package will be available beginning Thursday, March 9, 2023 online at the Town's website www.needhamma.gov/bids.aspx and will be available until the submission deadline. Please refer to the RFP for additional information. Sealed proposals must be **submitted no later than 11:00 a.m., Thursday, April 20, 2023** to Kate Fitzpatrick, Town Manager, Town of Needham, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492. LATE BIDS WILL NOT BE CONSIDERED. This legal notice is also posted on the Massachusetts Newspaper Publishers Association's (MNPA) website at <http://masspublicnotices.org/>. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick
Town Manager
March 9, 2023

ABOUT NEEDHAM

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has an estimated population of 31,000 and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five member Select Board. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an “AAA” credit rating from Standard and Poor’s.

The Town provides a full range of governmental services including police and fire protection; emergency medical services; collection, disposal, and recycling of solid waste; sewers; streets; water services; health and human services; town library; and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 – 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$200 million.

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to provide **municipal aggregation program consulting services** for the Town, comparative judgments of non-price technical factors will be necessary, for which the Town may be willing to pay more. The Town seeks qualified consultants and companies to develop a program to aggregate the electrical load of electricity users within the Town, both residential and commercial, and, in consultation with the Massachusetts Department of Energy Resources (DOER) and the Massachusetts Department of Public Utilities (DPU), develop, prepare, implement, secure regulatory approval and perform all services related to administering the Town’s Municipal Aggregation Program as defined by and in compliance with all applicable provisions of M.G.L. c. 164, § 134, as amended, and any other applicable statute or regulation related to this process, including 220 C.M.R. 11.00, D.T.E. 06-102, D.T.E. 06-104 and the policies and procedures of both the DPU and the DOER. The contract will be awarded in accordance with M.G.L. c.30B using the request for proposals procedure and/or other enabling legislation.

Municipal Aggregation Program Consulting Services
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Description	Page
Part 5 Checklist and Forms for Submission <ul style="list-style-type: none"> • Checklist • Bidder Information Response (3 pages) • Certificate of Good Faith • Certificate of Compliance with Massachusetts Tax Laws • Promise to Execute Contract • Professional References • Certificate of Authority • Bid Price Proposal (2 pages) • Non-Submittal Response Form 	
Specimen Contract	Separate Document

Procurement in Brief	
Primary Procurement Contact	David Davison, Assistant Town Manager/Director of Finance email: Pcentral@needhamma.gov
Event	Details
Bid Title	Municipal Aggregation Program Consulting Services
Contract Number	23NEE223G
Request for Proposal Available	Information and details of bidding requirements may be obtained at Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492, or on-line at the Town's website http://www.needhamma.gov/bids.aspx
Informational Session	None
Written Questions*	<p>Deadline: 12:00 p.m. Monday, April 10, 2023</p> <p>By Delivery: Office of the Town Manager, Needham Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492</p> <p>By Email: Pcentral@needhamma.gov</p> <p>Questions are to be clearly labeled as: Municipal Aggregation Program Consulting Services 23NEE223G - Questions</p>
Exceptions	The bidder must disclose in detail any exceptions to the specimen contract and such exceptions must be specific. The bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the Town to correct, prior to the opening of the bids, any technical or contractual requirement, provision, ambiguity, or conflict in the bid package. Exceptions must be <u>submitted by the</u> deadline for written questions stated above. Unless timely submitted as an exception, any such ambiguity, conflict or problem shall be resolved in favor of the Town of Needham.
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be emailed to all bidders on record as having received the bid package and have provided an email address to the Town to notify the bidder. Each bidder is responsible for checking the Town's website to determine if the Town issued any addenda.
When and Where Bids are Due*	<p>11:00 a.m. Thursday, April 20, 2023</p> <p>Office of the Town Manager Town Hall 1471 Highland Avenue Needham, Massachusetts 02492</p> <p>LATE SUBMISSIONS WILL NOT BE CONSIDERED (Per State Law)</p>
Number of Required Copies	One (1) original signed paper copy of the Technical and One (1) original signed paper copy of the Price Proposal each in a separately sealed envelope. The Technical Proposal must also be provided electronically on a thumb drive.
Bid Opening	Bids will NOT be publicly opened. A list of submitters will be made available after the submission deadline.
Evaluation of Bids	Evaluation Committee members will independently review the technical proposals.
Proposal Presentation	May 10 and May 11, 2023 Bidders deemed qualified based on the evaluation of the written technical proposals WILL be required to make a presentation before the Evaluation Committee.
Bid Surety (bond) Requirements	A Bid bond is NOT required
Contract Length	This is a single project contract term to be determined.

Procurement in Brief	
Primary Procurement Contact	David Davison, Assistant Town Manager/Director of Finance email: Pcentral@needhamma.gov
Event	Details
Contract Award**	The target date for award is June 15, 2023 Approval of Town Manager and Town Counsel are REQUIRED
Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Before commencing performance of the contract, the awarded bidder will be responsible for providing and maintaining insurance coverage in force for the life of the contract in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All policies issued shall indemnify and hold harmless the Town of Needham, its agents, and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract.
Honesty Bond	Will NOT be Required
Payment Terms	The Town is open to a payment structure under the contract awarded from this RFP that will be based on milestones tied to outcomes. However, the Town will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the Town's best interest.
<p>* Written inquiries must be sent prior to the above date and time deadlines. The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the Acknowledgement of Receipt form. The time/date stamp machine located in the Town Manager's Office will govern the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery.</p> <p>** The Bidder agrees that the offer is effective for (a) at <u>least 90 calendar days</u> from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	

**PART 1
GENERAL INFORMATION**

1.01 Quantities

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the **Bid Form** or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The bidder shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

1.02 Questions Regarding the Bid

The bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The bidder shall be familiar with all the bid material requirements and documents before submitting the bid to avoid any misunderstanding. Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents, specifications, services, worksite, or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

The Town will respond to written questions submitted by individuals/companies who intend to submit a bid. Individuals/companies will demonstrate their intention to bid by completing and returning the **Acknowledgement of Receipt** form.

Inquiries concerning any part of this bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the bid documents will result in an issuance of an addendum to the bid documents. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery.

1.03 Information about Changes to the Bid

In the event that changes/additions are made to this bid, an addendum will be issued. Addenda will be emailed if an email address was provided. **Addenda will also be posted to the Town's website where the bid package was made available**. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.04 Bonds, Insurance, and Indemnification

Bonds

Bidders should refer to the **Procurement in Brief** for any bond (Bid (surety) Bond, Honesty Bond, Payment Bond, and/or Performance Bond) requirements.

Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope, or amount of any such policy or policies. Compliance by the bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

The Certificate Holder shall read as follows:

**#23NEE223G Municipal Aggregation Program Consulting Services
Town of Needham
1471 Highland Avenue
Needham, Massachusetts 02492**

No Town Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

Bidders should refer to the **Procurement in Brief** for additional insurance requirements.

Indemnification

The bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, consultant, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the contract and/or failure to comply with terms and conditions of the contract, but only in respect to such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any surety or insurance provided by the bidder under the contract.

1.05 Execution of the Contract

The awarded bidder agrees and will execute the approved contract electronically. The Town will forward the contract to be executed via DocuSign.

1.06 Payment and Discount Terms, Adjustments for Incomplete Work

Payment Terms

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, supplies, and services. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices should include the Town's purchase order number. The Purchase Order number may change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of services performed; the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Invoices for additional supplies and/or materials must include the quantity, date and times of delivery, a description of the supplies or materials, unit price, shipping, and handling charges as applicable, and the name of the person who placed the order. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable. The vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the vendor.

The vendor shall take all proper precautions to protect the Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the vendor, the vendor will be required to make repairs and/or restitution immediately at its expense.

Refer to the **Procurement in Brief** for other payment term considerations.

1.07 Bid Modifications or Withdrawals

Bids may be corrected, modified, or withdrawn prior to the submission deadline. Requests to do so must be received in writing by the Town Manager. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

1.08 Premature Opening of a Bid

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, not signed, or are otherwise contrary to these instructions.

1.09 Unexpected Closure or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until **11:00 a.m.** on the next normal business day (Monday through Friday, excluding Holidays). Bids will be accepted at the same location until that date and time.

1.10 Late Submissions

Late bids will not be considered. The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems.

1.11 Rejection of Bids

The bid must satisfy all the submission requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package.
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to submit its bid to the required address on or before the specified submission deadline.
- Misrepresents its service or provides demonstrably false information in its bid or fails to provide material information.

1.12 Taxes

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.13 Public Records

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by the bidder in response to this Bid. Thus, bidders who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the bidder in response to this Bid will be open for inspection by any person and in accordance with M.G.L. c.66 (Public Records Law). Any statements

reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

1.14 Conflict of Interest

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of M.G.L. c.268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be complying at all times with the obligations of the contractor based on said statute.

1.15 Tie Bids

In the event that there is a tie bid between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a tie bid with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

1.16 Contract Award

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

A contract is anticipated to be executed by the date indicated under **Procurement Schedule** for this bid. However, the Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected bidder is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder **does not** provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a contract is executed by the Town and the bidder.

Changes to the terms of the Town's contract may be requested by the bidder in writing and submitted with the bid and if, in the opinion of the Town, the requested inclusion(s) and/or deletion(s) does not materially affect the bid, they may be allowed at the sole discretion of the Town. Bidders shall NOT be allowed to request any changes to the contract terms once award of contract has been announced.

The Town herein declares its express purpose not to award the contract to any bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further, the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to **90 calendar days** following the opening of the bids in which to evaluate and award the contract.

1.17 Other Notices

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.

The bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. c.151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful bidder may receive or award as a result of this contract.

Any services provided by the bidder shall be rendered through a professional services contract. The bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The bidder shall comply with M.G.L. c.66A if the bidder becomes a "holder" of "personal data". The bidder shall also protect the physical security and restrict any access to personal or other Town data in the bidder's possession or used by the bidder in the performance of the contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment, or systems.

1.18 Clarification of Terminology

All references in this Bid to features, functions, services, or deliverables that “should”, “must”, “will”, “has ability to”, etc. be provided by the bidder are to be construed as mandatory. Similarly, all references in this Bid to information that “should”, “must”, “will”, “has ability to”, etc. be provided in the bidder’s proposal are to be construed as mandatory.

Bidders may be referred to alternatively as “bidders”, “offerors”, “Bidders”, “successful offerors”, “successful bidders”, “vendors”, etc. All such references (except for those explicitly defined otherwise) are to the primary contractor who submits a response to this bid and, if successful, who will be responsible for the successful completion of all required deliverables.

References to days are to workdays unless otherwise explicitly stated.

Reference to time as stated in this bid is based on local Eastern Standard Time.

End of Section

PART 2
SCOPE OF SERVICES

2.01 – OVERVIEW

The Town seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement and pricing issues to perform the essential functions of operating the Town’s Municipal Aggregation Program approved pursuant to M.G.L. c. 164, § 134. In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry. Retail access to the electricity market commenced March 1, 1998. The Consultant will assist with the program implementation and the Consultant will review any subsequent amendments to the legislation and conduct a review of any statutory changes pending at the Massachusetts Legislature and any regulatory changes pending at any regulatory body which has a role in electric aggregation. The Consultant will also be responsible for monitoring federal restructuring legislation for potential impacts to the Municipal Aggregation Program or the Town.

2.02.01 REQUIRED SERVICES

The Consultant will assist the Town in preparing a municipal aggregation plan (the “Plan”) and working with the Massachusetts Department of Energy Resources (DOER) to secure approval of the Plan by the Massachusetts Department of Public Utilities (DPU). The Consultant or firm will be responsible for:

- a. Assisting the Town in taking all necessary steps to involve ratepayers in development of the Plan
- b. Educating ratepayers about the provisions of the Plan
- c. Working with the Town to determine the types and percentages of renewable energy components sought (“tiers”).
- d. Performing an analysis of the community’s load data, including applicable technical and legal aspects
- e. Advising the Town as to when to contract for electricity pursuant to the Plan
- f. Keeping the Town advised on a regular basis as to performance pursuant to such contract.
- g. Administering the RFP process.
- h. Leading negotiations with Competitive Suppliers and providing ongoing management and monitoring of any Electric Service Agreements (“ESA”) executed on behalf of the Town’s eligible consumers.

2.02.02 Preparation and Issuance of an RFP for Power Supply

When necessary, the Consultant shall develop an RFP for power supply for review and approval by the Town Manager. In general, the procurement document shall include several components:

- a. description of the load aggregation (potential size of the aggregated load and the number of eligible consumers and/or accounts);
- b. services and features desired by the Town;
- c. qualification criteria required in order to have a bid considered;
- d. criteria used to select the Competitive Supplier;
- e. essential provisions of the standard contract between the chosen Competitive Supplier and the Town on behalf of the participating consumers; and
- f. term of service.

The Consultant shall ensure when accepting bids from Competitive Suppliers, that each bidder has included with their response a signed Non-Collusion Form, stating his/her bid is made freely without consultation with any other bidder, and a signed Tax Compliance Form, demonstrating compliance with the Commonwealth of Massachusetts tax laws.

The Consultant shall assist the Town with the review and analysis of all responsive and responsible bids from Competitive Suppliers and shall be responsible for recommending the bid that is in the best interests of the Town and meets the goals of the Town’s Municipal Aggregation Program. Bids from Competitive Suppliers shall be evaluated based on price, Competitive Suppliers’ proposed contract terms and conditions, reputation of Competitive Suppliers, quality of Competitive Suppliers’ service, extent to which service meets Town’s needs, Competitive Suppliers’ past relationship with the Town, and previous work experience with governmental agencies. Nothing herein shall preclude the Town from having outside legal counsel review such a recommendation.

The Consultant shall obtain and verify references for similar power supply contracts, if available.

Any RFP issued by the Consultant on behalf of the Town shall be reviewed and approved by the Town Manager.

2.02.03 Negotiations for Power Supply

The Consultant shall act as the Town's broker during the procurement process. The Consultant shall provide all technical and legal services during the negotiations and terms of any contract with prospective Competitive Suppliers.

No contract negotiated by the Consultant shall allow the pass-through of any additional cost or the assessment of any incremental charges for volumetric related adjustments, the impact of congestion charges, capacity charges or any other ancillary costs, fees or charges without the express, written approval of the Town Manager. Any negotiations shall include a requirement that billing for the provider shall be included in the bill from Eversource, ("Local Distributor"), its successors and assigns. Nothing herein shall preclude the Town from having outside legal counsel review the terms and conditions of any negotiated contract.

2.02.04 Consumer Enrollment/Transition Process

After approval of the price and term of the agreement by the Town Manager with a Competitive Supplier, the Consultant shall take all measures necessary to effectuate the transfer of participating consumer data from the Local Distributor to the Competitive Supplier. The Consultant, working with the Town's Public Information Officer, shall have established procedures to respond to:

- a. participating consumer queries and issues;
- b. Competitive Supplier issues;
- c. Local Distributor issues;
- d. media queries; and
- e. governmental shifts and proposed policy changes.

2.02.05 Public Education and Notification

The Consultant shall prepare or cause to be prepared all informational and educational materials for the general public and for the media, subject to the approval of the Town Manager, including meetings with the general public. Any media inquiries should be responded to in coordination with the Town's Public Information Officer. The Consultant shall include a recommended public education and information strategy to be used as part of the Town's Municipal Aggregation Program following commencement of the power supply contract.

2.02.06 Legal Assistance

The Consultant shall prepare all required filings for the DOER, the Department, or any other state agency, if applicable, to contracts executed by the Town on behalf of its residents.

2.02.07 Administration of Municipal Aggregation Program

The Consultant will administer and provide technical oversight of the Town's Municipal Aggregation Program including:

- a. monitoring and reporting on compliance by the Competitive Supplier with all contract terms and conditions;
- b. resolution of contract issues;
- c. transition administration of the opt-out process for participating consumers;
- d. participation in negotiations with Competitive Suppliers and the Local Distributor as it relates to the procurement for the Municipal Aggregation Program;
- e. preparation of written reports on the ongoing operations of the Town's Municipal Aggregation Program to be submitted on a quarterly basis to the Town; and

- f. routine updates and attendance at meetings with the Town Manager and Select Board, as directed by the Town Manager.

2.02.08 Ongoing Support and Documentation

The Consultant, as the administrator of the power supply contract shall, after a contract is executed between the Town and a Competitive Supplier, ensure the Competitive Supplier's compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and webpage located on, or linked to, the Town's website where ratepayers can seek information related to the Town's Municipal Aggregation Program. The Consultant shall provide reports as directed by the Town Manager in addition to any reporting requirements outlined in this RFP.

The Consultant shall provide a written report concerning the following issues and items to the Town Manager on a quarterly basis:

- a. Competitive Supplier's compliance with all terms and conditions of contract;
- b. contract issues and resolutions, if any;
- c. whether Competitive Supplier's contract milestones have been met;
- d. administration/customer service, defaults, litigation and penalties in order to ascertain compliance with Department regulatory standards and procedures, as well as additional standards and procedures employed by the Competitive Supplier;
- e. participating consumer review;
- f. changes in the financial stability of the Competitive Supplier, if any; and
- g. changes in organizational structure of the Competitive Supplier, if any.

The Consultant shall provide a written report concerning the following issues and items to the Town Manager prior to the expiration, extension, or renewal of the contract:

- h. assessment on achievement of contract milestones;
- i. revision or upgrading of goals;
- j. market assessment or new feasibility study if conditions in the service area or operations have changed significantly;
- k. public process to affirm goals and evaluation;
- l. bidding and negotiation process;
- m. formulation of new contract; and
- n. service transition process, if needed.

2.02.09 Summary of the Consultant's Responsibilities

The Consultant shall, if not hereinbefore required, provide the following services:

- a. assist the Town in developing renewable energy goals and incorporating those goals into product offerings, or tiers
- b. obtain and analyze the electrical load data for all participating consumers in the Town;
- c. provide broker services including preparing RFPs for Competitive Suppliers, if necessary;
- d. prepare and implement a public education plan and eligible consumer outreach program;
- e. prepare and submit, with the approval of the Town Manager, all filings with the Department, the DOER, or any other state agency, if applicable;
- f. prepare and negotiate agreements with Competitive Suppliers on terms favorable to the Town;
- g. monitor all aspects of the Town's Municipal Aggregation Program and any resulting contractual agreements with Competitive Suppliers;
- h. continually analyze the development of market and regulatory issues and advise the Town on any proposed changes in law or regulation, including those offered by the ISO New England ("ISO-NE") and any pending at the Federal Energy Regulatory Commission ("FERC") which may affect the Town's Municipal Aggregation Program or the Town.
- i. Nothing herein shall preclude the Town from having its legal counsel review the terms and conditions of any

contract, agreement and/or filing; and/or performance under same.

2.02.10 Management Fee for Consultant Services

The Consultant shall offer a management fee per kilowatt hour (kWh) that the Town will consider in making an award for the Contract. The price per kWh shall be the complete price for all services and expenses incurred by the Consultant and shall be paid directly to the Consultant by the Competitive Supplier. No proposal shall require the payment by the Town of any costs, expenses, or expenditures.

Any consultant agreement shall not impose an obligation upon the Town to execute any contract with any Competitive Supplier, or to operate, execute or maintain the Town's Municipal Aggregation Program. Compensation shall only be paid to the Consultant by a Competitive Supplier to the extent the Town elects, in the Town's sole discretion, to execute a power supply contract that is procured or negotiated on behalf of the Town, as part of a municipal aggregation program. The Select Board and/or Town Manager will undertake a good faith review of any contract procured or negotiated on behalf of the Town.

2.03 - QUALITY REQUIREMENTS (Minimum Criteria)

Bidders must have demonstrated experience in community outreach, marketing, and education.

Bidders must have previous experience in the energy industry and in consulting on the development and implementation of a program for municipal aggregation for retail consumers, pursuant to M.G.L. c. 164, § 134 similar to the proposed contract and have at least three years' experience in such business with at least two municipalities or public entities.

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

Bidders must possess the following qualifications to perform the services, and must attach information demonstrating such qualifications titled "Description of Bidder's Qualifications" to the Proposal Form:

- a. office location from which the services will be managed;
- b. detailed knowledge of M.G.L. c. 164, § 134;
- c. detailed knowledge of D.T.E. 06-102;
- d. competent legal resources with experience in the deregulation of electricity in Massachusetts; and
- e. broker licensed by the Department to do business in the area served by the Local Distributor.

Bidders must possess any necessary licenses and/or approvals required to act as the Town's agent for its Municipal Aggregation Program to be eligible to submit a proposal.

Bidder shall not be owned or be a subsidiary of the any Competitive Supplier.

End of Section

**PART 3
SELECTION PROCESS**

3.01 Selection Process Overview

An Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Part 2) and satisfy the Submission Requirements (Part 4), will then be judged on Comparative Evaluation Criteria (Part 3). The criteria to be utilized for this project are shown below. Proposals will be assigned a rating of **Highly Advantageous**, **Advantageous**, **Not Advantageous**, or **Unacceptable**. After the Evaluation Committee provides a rating for the individual criteria, the Chief Procurement Officer (CPO) will assign a rating to each proposal. Qualified Bidders **MAY** be required to make a presentation and discuss their proposal and services with the Evaluation Committee. If necessary, the Town will contact the Bidders in the order that the proposals are received to schedule appointments. If a presentation is required, Bidders who fail to make a presentation **will be deemed non-responsive and therefore the proposal will be rejected**.

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the presentations have been conducted.

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of the references, and the price proposals. The Chief Procurement Officer will make an award recommendation to the Town Manager.

3.02 Comparative Criteria

Proposals which satisfy the Quality Requirements and complied with the Submission Requirements will be further evaluated based on the criteria. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

Relevant Experience 1	
Highly Advantageous	The Bidder has at least six (6) years or more of experience consulting with municipalities on municipal aggregation services of similar size and scope to this contract.
Advantageous	The Bidder has at least three (3) years but less than six (6) of experience consulting with municipalities on municipal aggregation services of similar size and scope to this contract.
Not Advantageous	The Bidder has one (1) but less than three (3) years of experience consulting with municipalities on municipal aggregation services of similar size and scope to this contract.
Unacceptable	The Bidder has less than one year of experience consulting with municipalities on municipal aggregation services of similar size and scope to this contract.

Relevant Experience 2	
Highly Advantageous	The Bidder has twenty or more clients which successfully implemented a municipal aggregation program within the last six (6) years
Advantageous	The Bidder has at least ten or more clients which successfully implemented a municipal aggregation program within the last six (6) years.
Not Advantageous	The Bidder has at least five or more clients which successfully implemented a municipal aggregation program within the last six (6) years.
Unacceptable	The Bidder has less than five clients which successfully implemented a municipal aggregation program within the last six (6) years.

Qualifications Relating to Addressing Potential Program Challenges	
Highly Advantageous	The Bidder demonstrates superior qualifications to assist the Town with developing approaches to addressing potential challenges of the Program via thoughtful and insightful feedback.
Advantageous	The Bidder demonstrates good qualifications to assist the Town with developing approaches to addressing potential challenges of the Program by providing feedback to the questions posed.
Not Advantageous	The Bidder demonstrates some qualifications to assist the Town with developing approaches to addressing potential challenges of the Program by providing information not fully addressing the questions.
Unacceptable	The Bidder demonstrates poor qualifications to assist the Town with developing approaches to addressing potential challenges of the Program by not fully responding to the questions

Qualifications to Implement Municipal Aggregation	
Highly Advantageous	The Bidder demonstrates superior experience in successful development of municipal aggregation programs, particularly in Massachusetts.
Advantageous	The Bidder demonstrates adequate experience in successful development of municipal aggregation programs.
Not Advantageous	The Bidder demonstrates adequate experience in the development of municipal aggregation programs and/or consulting engagements but did not result in implementation of a municipal aggregation program, or had a municipal aggregation program which was terminated.
Unacceptable	The Bidder does NOT demonstrate adequate experience in successful development of municipal aggregation programs and/or consulting engagements did not result in implementation of a municipal aggregation program, or had a municipal aggregation program which was terminated.

Legal Proceedings	
Highly Advantageous	The Bidder has no legal proceedings pending or concluded within the past five (5) years related to the performance of services similar to those required by this RFP.
Advantageous	The Bidder has few legal proceedings pending and no legal proceedings concluded adversely to Bidder within the past five (5) years related to the performance of services similar to those required by this RFP.
Not Advantageous	The Bidder has legal proceedings which concluded adversely to Bidder within the past five (5) years related to the performance of services similar to those required by this RFP.
Unacceptable	The Bidder has numerous legal proceedings, or any legal proceedings concluded adversely to Bidder within the past five (5) years related to the performance of services similar to those required by this RFP.

Overall Quality of the Response	
Highly Advantageous	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the Town's needs. Bidder addressed all the Town's requirements in detail with credible answers.
Advantageous	The proposal is complete and addresses the scope of services and the Bidder meets all the quality requirements. Bidder addressed all the Town's requirements, a majority in detail, but some responses were incomplete or unclear.
Not Advantageous	The proposal is incomplete or is not clear whether it satisfies the scope of services, but the Bidder meets the all the quality requirements. Bidder addressed some of the Town's requirements, but a majority of the responses lack sufficient detail.
Unacceptable	The proposal is incomplete or is unclear. Bidder did not address all the Town's requirements, provided incomplete responses, lacked sufficient detail, or were deemed not credible.

3.03 Bidder Presentation

As part of the evaluation process, the Evaluation Committee **may** require interviews with the bidders that met the Quality Requirements. Bidders must be prepared to discuss their proposal. The Town will contact the bidders in the order that the proposals were received to schedule appointments. Bidders, who fail to make a presentation, if requested, **will be deemed non-responsive and therefore the proposal will be rejected.**

Presentation	
Highly Advantageous	Bidder who offers an exceptionally creative, well-organized, and compelling presentation, and demonstrates an ability to effectively communicate ideas and plans. The Bidder responds to questions with factual clear answers and follows up on requests for additional information promptly (less than 24 hours).
Advantageous	Bidder who offers a clear well organized oral presentation and demonstrates their ability to effectively communicate ideas and plans. The Bidder responds to questions with factual clear answers and follows up on any requests for additional information (within the time frame agreed to at the presentation, usually not more than two business days) so that the Evaluation Committee may complete its evaluation in a timely manner.
Not Advantageous	Bidder who offers an unclear and confusing presentation, and who does not effectively communicate their ideas and plans; or Bidder whose responses to Committee questions were unclear and/or did not follow up on any request for additional information promptly. Failure to provide requested information within the agreed time will be a basis for rejection of the bid.
Unacceptable	Bidder declines to make a presentation

3.04 Price Proposal

The **price proposal** (*which was submitted in a separately sealed envelope*) will be opened by the Chief Procurement Officer after all the demonstration and requested presentations have been conducted.

Price Structure	
Highly Advantageous	Highly Advantageous technical proposal which offers the lowest price.
Advantageous	Highly Advantageous technical proposal which offers a competitive price or Advantageous technical proposal which offers the lowest price.
Not Advantageous	Advantageous technical proposal which offers a competitive price.
Unacceptable	A proposal that is neither Highly Advantageous or Advantageous and is not the lowest price.

3.05 Recommendation

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals and the price proposals.

The Town shall NOT be responsible for any costs incurred by the bidder during the entire selection process. The Town will perform whatever research it deems necessary into the bidder's history, financial viability, and references. The bidder shall cooperate with the Town by providing appropriate information.

The Town will consider the completeness of the bidder's proposal and how well the proposal meets the needs of the Town. In evaluating the proposals, the Town will be using a criteria evaluation process which reflects a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Town may not award a contract based on the lowest price. The objective is to choose a firm capable of providing quality services that will assist the Town in achieving the goals and objectives of the requested services within a reasonable budget. The Chief Procurement Officer will make an award recommendation to the Town Manager.

End of Section

**PART 4
SUBMISSION REQUIREMENTS**

4.01 Technical Proposal Requirements

The **Technical Proposal** shall contain one (1) original and one (1) electronic version of the proposal (PDF format on a thumb drive) in a sealed package. **The printed version of the Technical Proposal must be inserted into a three-ring binder, three-hole punched, with consecutive page numbers and dividers between sections.** A copy of the technical proposal is to be provided on a thumb drive so that the proposal can be shared with the members of the evaluation team. The Technical Proposal must clearly be marked: **“Municipal Aggregation Program Consulting Services – TECHNICAL PROPOSAL”**. The Technical Proposal must be signed by an individual authorized to bind the Bidder to the contract.

The proposal must include a **letter of transmittal** signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for (a) **at least 90 calendar days** from the opening date of the bids, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first. The transmittal letter also must acknowledge any and all addendums filed under this bid.

The **Technical Proposal** must include the following:

4.01.01 Narrative Describing Approaches to Potential Program Challenges

Bidders must provide a narrative explaining the following:

- a. How their firm meets the minimum qualifications stated in Part 2.3;
- b. How their firm would approach renewable energy additionality, with a separate statement regarding the additionality of alternative energy projects in Massachusetts;
- c. Massachusetts Renewable Target Program; and
- d. How their firm would address the financial, operational, and/or administrative challenges that may arise and proposed solutions to those challenges.

4.01.02 Bidder Background

- a. Provide background on the Bidder’s firm, such as years in business, years operating in Massachusetts, services offered in addition to municipal aggregation.
- b. Disclose the location of the offices from which the consulting services will be managed.
- c. If Bidder has any financial interest in any energy supplier or renewable energy provider (or vice versa), Bidder must disclose such interests and provide a statement as to why such interest(s) will not limit or reduce the Town’s access to the most competitive process possible for its commodity procurements.

4.01.03 Personnel

Bidders must describe projected resource availability for the anticipated duration of the consulting contract. This includes identifying and providing short biographies (resumes) of the key project personnel that will work on the project, fields of expertise, years of experience, specific responsibilities on the project, and the percentage of estimated time they will work on the project. Include any relevant experience, such as the number of similar projects in which the employee has directly participated.

4.01.04 Legal Proceedings

Bidder shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Bidder.

4.01.05 Optional Services/Extras

At the option of the Bidder, propose additional and/or alternate elements to expand the scope of services to improve the ability of the Town to meet the Program goals stated in Part 2.

4.01.06 Qualifications for Implementing Municipal Aggregation

Provide a description of the Bidder’s experience with municipal aggregation in Massachusetts and aggregation programs in other states, if applicable. The description should highlight successes in achieving approval of aggregation programs and implementing effective public education and outreach programs.

- a. MWh/year of aggregate load served by Massachusetts municipal aggregations for which your firm currently provides consulting services.
- b. A list of all clients the Bidder has provided similar services to in the past three (3) years or is currently providing similar services to. The preference is for clients for which the Bidder has successfully completed an aggregation, which will be defined as having achieved the following:
 - i. Approval of municipal aggregation program by the appropriate regulatory authorities;
 - ii. Assistance with the procurement of commodity supplies for any such
 - iii. municipal aggregations; and
- c. For any municipal aggregations which did not go forward, were not approved or have been terminated or suspended, provide information explaining the reasons they did not go forward or are no longer operating, including a comparison of the price between the basic service rates provided by the local utility distribution company and the rates offered by the municipal aggregation program, and any damages, penalties, or other charges incurred by the municipality associated either with the termination of the program, or the cancellation, termination, or suspension of any energy supply contract or renewable energy contracts.
 - i. For each client listed above, please indicate whether the first two milestones have been completed and please provide:
 - ii. the name and location of the municipality;
 - iii. total population served through the municipal aggregation or similar service;
 - iv. the annual MWh load served; and
 - v. data indicating the monthly or term savings (or losses) for each municipal aggregation or similar service as compared to the basic service rates offered by the local distribution companies during the term.
- d. Briefly describe Bidder's understanding of the regulations in Massachusetts pertaining to municipal aggregations, including precedents established or rulings by the Department of Public Utilities that shape how such programs may be structured or what features may be included. This would include the ability of the Town to implement ladder or hedged supply contracts, kWh adders to fund supporting staff or related Programs features or activities, termination, and re-activation of programs.
- e. Provide an example of a past outreach strategy prepared to implement a municipal aggregation program along with representative samples of any outward-facing communications that were included. Please describe the firm's experience providing translation services as part of past outreach strategies, including the presentation of materials to non-English speakers, or ESL speakers.

4.01.07 Qualifications for Delivering Renewable Energy Additionality

- a. Describe the Bidder's understanding of additionality. What other attributes contribute to additionality? Can a link be made between additionality and GHG reductions? Can additionality be claimed when purchasing RECs from facilities that already exist? For renewable projects here in the Commonwealth do Massachusetts Class I RECs guarantee additionality? In light of the relatively clean electricity grid in New England, would higher levels of GHG reductions be achieved by pursuing additionality in less green independent system operator territories?
- b. Describe the Bidder's experience identifying and procuring suitable renewable energy projects generally and renewable energy that would meet the additionality requirement of the Program.
- c. Has the Bidder analyzed renewable energy purchases for additionality? If so, describe the process used and the clients for which such analyses were performed.

4.01.08 Technical Approach to Implementing the Scope of Services

Describe in detail the work program, schedule, and mechanics of how the prospective Bidder will accomplish each task included the Scope of Services. Bidders should expand on the generalized outline of methods contained in the Scope, with specific details of how each of the tasks could be best accomplished. Bidder should describe unusual conditions or problems the Bidder believes may be encountered, or that may be unique to the Town.

4.01.09 Technical Approach to Implementing the Scope of Services: Procurement Process

- a. Explain the methodology your firm would use to recommend which offers from third party commodity suppliers would be in the best financial interest of Program Participants.
- b. Based on the Bidder's understanding of additionality, as described above, what strategies would it offer to encourage the development of new renewable energy generation? The Town wishes to encourage innovative

- solutions and will also accept strategies for achieving additionality through
- i. Direct Investment in a renewable energy project and
 - ii. Other strategies
- c. Number each strategy and for each strategy offered, describe the following:
- i. Characteristics of qualifying projects or purchases (e.g. REC attributes);
 - ii. Process for identifying and executing qualifying payments or purchases;
 - iii. Explanation of how each strategy ensures additionality;
 - iv. How to correlate Program renewable energy purchases with the quantities of renewable generation constructed and GHG emissions avoided (please note if and where there is any uncertainty regarding those quantities);
 - v. Whether for any of the proposed strategies there are certain contracting lengths or structures that are required, or whether there are there any restrictions in terms of total load size or other municipal attributes that might limit the applicability of the strategy to the Town?

4.01.10 Technical Approach to Implementing the Scope of Services: Outreach Process

For the task “Provide Public Education,” Bidder should address how it would manage messaging and engagement differently for each key stakeholder group in a community - e.g., residents, business, public officials, etc. Bidder should also describe how it would tailor its engagement Program based on the characteristics of the Town.

4.02 Technical Proposal Submission Requirements

The proposal is to be submitted and addressed as follows: Office of the Town Manager, Town Hall, 1471 Highland Avenue, Needham, Massachusetts 02492.

The bid is to be clearly marked: **BID - Municipal Aggregation Program Consulting Services**

Bidder should acknowledge all addenda related to this RFP. Failure to receive or acknowledge any addenda does not relieve the bidder of any changes, conditions, quantities, methods, requirements that may result by the issuance of an addenda. Bidders are encouraged to check the Town’s website www.needhamma.gov/bids.aspx for addenda before submitting their bid to the Town.

Bidder must submit a completed **Bidder Information Response** form with the contact information and questions answered.

Bidder MUST provide a **minimum of five (5) references**. For each, provide the following: a contact person and title, customer’s name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package). **Do not use the names of relatives or Town Employees as references**. Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only. The Town has provided a Professional References Form (attached) that the bidder may use but is not required to use this form; however, the Bidder is required to provide in whatever format at least the requested information that is stated on the Professional Reference Form. If any of the requested information is not available, the bidder is to disclose this fact and why.

A signed **Certificate of Good Faith**.

A completed **Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.

A completed **Promise to Execute Contract** form which states the bidder is aware and agrees that the final contract to be executed by the parties will be done remotely via the method determined and chosen by the Town. Currently the Town uses DocuSign to execute contracts.

A completed **Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.

Bids must be received, and time stamped no later than the deadline stated in the **Procurement in Brief** (Where and

When Bids are Due). LATE PROPOSALS WILL NOT BE CONSIDERED.

A **Bid Bond** is **not** required.

A **Performance Bond** is **not** required.

Inclusion of any “price” in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.

4.03 Price Proposal Submission Requirements

The Price Proposal shall contain one (1) original sealed **Bid Price Form** signed by an individual authorized to bind the bidder. The sealed envelope must be clearly marked “**Municipal Aggregation Program Consulting Services – PRICE PROPOSAL**”. The price must remain firm for **90 calendar days**.

All bidders are expected to complete and include in the Price Proposal envelope the following:

A completed Bid Price Form (form attached) or an exact copy, signed by the individual authorized to negotiate for and contractually bind the bidder. Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a conditional bid and the proposal will be rejected.

Bidders must disclose in their Price Proposal any charges that would be owed by the Town including any third party that is necessary to successfully implement and use the proposed solution.

4.04 Other Requirements and Notices

The bidder **MUST** also include PDF version of the Technical Proposal on a thumb drive.

Failure to complete any form, provide the requested information, or make any alterations to forms that are required to be submitted as presented may be deemed a **conditional bid** and the bid will be rejected.

Bidder should acknowledge all addendums related to this bid, if any. Failure to acknowledge addenda does not in itself disqualify a bidder; however, the bidder shall be subject to any terms, conditions, and/or requirements that may be identified or result from the issuance of the addenda.

Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

End of Section

PART 5 – CHECKLIST AND FORMS FOR SUBMISSION
Municipal Aggregation Program Consulting Services
23NEE223G
Checklist

Bidder Name: _____

- Bidder has completed and returned the **Acknowledgement of Receipt** form (prior to bid submission).
- Bidder has completed, signed, and enclosed the **Bidder Information Response**.
- Bidder has completed, signed, and enclosed the **Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Certificate of Compliance with Massachusetts Tax Laws** or provided the Certificate of Good Standing by the Department of Revenue.
- Bidder has completed, signed, and enclosed the **Promise to Execute Contract**.
- Bidder has provided a minimum of **five (5) references**.
- If the bid submission is signed by someone other than the Owner/President of the company, a completed **Certificate of Authority or Corporate Resolution** for the person who signed the proposal stating the individual has the authority to submit the proposal on behalf of the Bidder and can bind the Company to the contract if awarded.
- Bidder has completed, signed, and enclosed the Bid Price Proposal or an exact copy in a separate sealed envelope from the Technical Proposal. **Inclusion of any price information in the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.**
- Bidder has provided a PDF copy of the Technical Proposal (BUT not the Price Proposal) on a thumb drive.
- Bidder acknowledged all addenda if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

THIS FORM MUST BE FILED WITH BID SUBMISSION

Bidder Information Response
Municipal Aggregation Program Consulting Services
23NEE223G

Legal Name of the Bidder: _____

Company Name: (if different) _____

Company Address _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Toll Free Number: _____

State of Incorporation (Date): _____ (_____)

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts - Required

Individual Submitting the Bid:

Name: _____ Title: _____

Mailing Address _____

City State Zip: _____

Telephone: _____

Email Address: _____

Individual to be contacted about the Bid:

Name: _____ Title: _____

Mailing Address _____

City State Zip: _____

Email Address: _____

Telephone: _____ Best Times to Contact: _____

It is the Bidder's responsibility to monitor the email address for the Bidder's contact person, provided in the Submission. The TOWN may need to contact the Bidder's contact person with clarification requests or for other reasons. The Town assumes no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network, or internet service provider (ISP), cause e-mail communications between the Bidder and the Town to be lost or rejected by any means including email or spam filtering.

Individual Authorized to Contractually Bind the Company (This will be the individual whose name and title will appear in the contract and will execute the contract if the contract is awarded to the company):

Name: _____ Title: _____

Mailing Address _____

City State Zip: _____

Email Address: _____

Telephone: _____ Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the bidder (Company) to contract, if awarded?
 Yes No
2. The bidder represents and warrants that the Company is authorized to conduct business in the Commonwealth of Massachusetts in the manner contemplated by this bid. Yes No
3. Is the bidder prepared to provide the insurances as required? Yes No
4. Is the bidder a legally define small/woman/minority owned business? Yes No If yes, please attach the documentation to this form.
5. Has the bidder placed any conditions and/or restrictions on that which is called out by the Town in its bid package or any addendum? Yes No
6. If the answer to #5 (above) was YES, have the conditions and/or restrictions been put in writing and included with the submission? Yes No N.A. (A "No" response may be cause for rejection)
7. Are there any exceptions to the Town's specifications? Yes No
8. If the answer to #7 (above) was YES, have the exceptions been put in writing and included with the submission? Yes No N.A. (A "No" response may be cause for rejection)
9. The bidder confirms that neither it, nor any of its members, directors, officers, shareholders, partners, managers, principal officers, or employees have, within the three (3) years preceding this bid, in their current or former job, been convicted of, or had a civil judgment rendered against them or any of their current partners or managers, principal officers or any person who would perform any services contemplated by this BID, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property? Yes No. If yes, please describe the situation(s), disclose whether the individual(s) is/are still engaged with the company. Please attach the writing to this form.
10. Has the bidder had any contract with a municipality terminated (whether for convenience, non-performance, or any other reason), or has the bidder entered into legal action with a customer, on or after July 1, 2017? Yes No . If yes, please describe the situation and include the name and address of the municipalities. Please attach the writing to this form.
11. Has the bidder requested any changes to the Town's contract? Yes No (if "yes" the changes must be attached to this form).
12. Is the Bidder prepared to execute the Town's contract without any changes if awarded? Yes No

Signature of the Bidder: _____

Date: _____

Printed Name and Title of Signatory: _____

Every person signing on behalf of any bidder certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the Town of Needham, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the bidder's response to this solicitation.

THIS FORM MUST BE FILED WITH BID SUBMISSION
--

CERTIFICATE OF GOOD FAITH
Municipal Aggregation Program Consulting Services
23NEE223G

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- as partner for _____, a partnership.
- as _____ for _____, a corporation.
- as attorney in fact for _____, the principal.
- as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

THIS FORM MUST BE COMPLETED AND FILED WITH THE SUBMISSION

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , the undersigned acting on behalf of the Contractor* certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.**

• Contractor: _____ Date: _____

Print Name: _____

Social Security Number: _____

Corporation, Association or Partnership:

_____ (Print)

Federal Tax ID Number or Social Security Number:

• By: _____ Date: _____
(Authorized Corporate Signature)

Title: _____

Note to Contractor***: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

*** Approval of a contract or other agreement will not be granted until the Town of Needham receives a signed copy of this Certification.

THIS FORM MUST BE FILED WITH BID SUBMISSION

PROMISE TO EXECUTE CONTRACT

The undersigned hereby certifies that following individual(s) is/are authorized to execute and bind the firm to a contract with the Town of Needham, and that if awarded* the contract will be executed electronically. It is understood that the Town will forward the contract to be executed via DocuSign to the identified individual(s) and that no other person on behalf of the firm must sign the contract to become binding on the firm.

Signature of individual submitting the bid

(Date)

Individual Full Name (Print/Type)

Name and title of the individual who will execute the contract on behalf of the company if the Town awards the contract to the company (please print/type information):

Name: _____

Title: _____

Email address to send the Contract: _____

Name of the Individual who will sign CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS section of the contract, if different from the individual who will sign the contract:

Name: _____

Title: _____

Email Account to Send Contract: _____

*The award may be subject to further discussions with the bidder. The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a contract is executed by the Town and the bidder.

We request a waiver from this requirement for the following reason:

THIS FORM MUST BE FILED WITH BID SUBMISSION

Professional References
Municipal Aggregation Program Consulting Services
23NEE223G

Customer: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

Customer: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

(A minimum of five (5) references required, Massachusetts governmental clients preferred)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST
BE FILED WITH BID SUBMISSION**

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)

2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)

3. is the duly elected _____
(Insert the title of the officer in line 2)

4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**) * SEAL HERE

7. Name: _____
(Please print or type name in line 6) *

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Bid Price Proposal Form

**This Document is to be submitted in a Separately Sealed Envelope from the Technical Proposal
Municipal Aggregation Program Consulting Services
23NEE223G**

Bidder Name: _____

The Bid Price Form is to be signed by the individual authorized to negotiate for and contractually bind the bidder. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a conditional bid and the proposal will be rejected.

Procedures under this bid require separate and confidential price submission. The envelope must be sealed and clearly marked **“Municipal Aggregation Program Consulting Services - PRICE PROPOSAL”**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Prices proposed by the bidder shall be irrevocable until the contract award unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Town prior to submittal deadline or after the expiration of 90 days after the opening of the proposals. This shall not limit the discretion of the Town to request revisions and/or conduct negotiations.

PAYMENT TERMS AND SCHEDULE: The Consultant shall receive a price of _____ per kilowatt hour (kWh). Said price per kWh shall be the complete price for all services and expenses incurred by the Consultant and shall be paid directly to the Consultant by the Competitive Supplier.

The undersigned proposes to provide the **Municipal Aggregation Program Consulting Services** in accordance with the accompanying requirements provided by the Town dated **March 2, 2023** and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids. In the event that the numeric price and the written price differ, the written price shall prevail.

The undersigned agrees that, if selected as vendor, s/he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the 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 subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

THIS FORM IS FILED AS PART OF THE PRICE PROPOSAL SEPARATE FROM THE TECHNICAL SUBMISSION

Last Page of Bid Form

Non-Submittal Response Form
Municipal Aggregation Program Consulting Services
23NEE223G

NOTE TO BIDDER: If your company's response is a "non-submittal," the Town of Needham is interested in the reason for such response since Town desires to ensure that the procurement process is fair, open, and attracts maximum participation from interested companies. We, therefore, appreciate your responses to this non-submittal response form.

Please complete and email this form to: pcentral@needhamma.gov

Please indicate your reason for responding with a "non-submittal":

- We were unable to meet requirements for this procurement.
- We were unable to provide the goods or services requested in this procurement.
- We were unable to meet time frame established for start and or completion of project.
- We obtained the bid package too late in order to evaluate and submit a bid.

Received on: _____

- Other (Please explain): _____

Company Name: _____

Company Address: _____

Telephone: _____ Fax number: _____

Email Address: _____

Primary Contact: _____ Title: _____

Date: _____