

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
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Fax (617) 796-1227**

October 25, 2022

**ADDENDUM #4**

REQUEST FOR PROPOSALS #23-28

<b>ENERGY/SUSTAINABILITY CONSULTING SERVICES TO ASSIST THE CITY IN THE DEVELOPMENT AND IMPLEMENTATION OF A BERDO (BUILDING EMISSIONS REDUCTION AND DISCLOSURE) ORDINANCE</b>
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THIS ADDENDUM IS TO: ANSWER THE FOLLOWING QUESTIONS, SUBSTITUTE NEW SCOPE OF WORK, PERFORMANCE TIMELINE, MINIMUM QUALIFICATIONS AND COST PROPOSAL REQUIREMENTS:

**Q1. My nonprofit company Slipstream Inc plans to be a subcontractor to a lead company that will be responding to this RFP # 23-28. One of Slipstream Inc's employees (myself) is currently an advisor to Newton Citizens Commission on Energy. Does this create a conflict of interest and prevents Slipstream from bidding as a sub to this RFP?**

**A1. Conflict of interest violations are personal in nature. If there are concerns about a potential conflict of interest violation, the person with the potential conflict is encouraged to reach out to the Massachusetts State Ethics Commission.**

**Q2. The minimum qualifications include “[l]egal expertise to assist in the development of the BERDO ordinance language”. To meet this requirement, do respondents need to have an attorney licensed in the state of Massachusetts (either on staff or as a subcontractor)?**

**A2. The legal component of the Scope of Work has been removed and thereby makes this question irrelevant and rendered moot.**

**Q3. Would the City be willing to waive the insurance requirements referenced on page 5 of the RFP for a subcontractor to perform the legal work?**

**A3. See A2.**

**Q4. Is the successful respondent expected to provide technical assistance and resources for building decarbonization (retrofits, electrification, etc.) as part of the help desk services to building owners?**

**A4. Yes.**

**Q5. Under section VIII, letter B: Confirm if this should be no more than one page of narrative per task (there are 6), or if the entire narrative consisting of all 6 tasks should be no more than one page.**

**A5. One page per task.**

**Q6. Is there a process for agreeing on tasks as they become known and defined? Will we be asked to submit a statement of work for each task, or have an opportunity to work with the City of Newton to define the scope and budget for each task upon contract award?**

**A6. We will want to define tasks jointly as the development of the program evolves and obtain a price if it is a well-defined task and not just support for our staff.**

**Q7. Regarding the budget:**

- **Background:**
  - The contract indicates that the budget for the first year “shall not to exceed \$50,000 unless the contract total has been increased by a duly executed change order.” (RFP page 25)
  - The scope of work provides “examples of tasks” that the City may need assistance with, and also notes that “the consultant may be asked to do other related work as well as work indicated under these examples.” (PRF page 6)
  - The City provides pre-determined quantities of hours to assume per example task when preparing a cost proposal (RFP page 8).
- Given that the scope of work in the RFP is not fixed, the total budget is fixed, and the cost proposal work hour estimates are pre-determined, how can the City of Newton and the selected contractor work together to ensure the requested services do not exceed the estimated budget (or pre-determined cost proposal hours, if that is a firm cap)? Is it the expectation that the Contractor will stop performing services once the fixed budget of \$50,000 is reached?

**A7. We are requesting monthly invoicing with a contract balance on the contract reported.**

**Q8. Article 4, pg 34 of the terms and conditions provided has some conflicting language concerning intellectual property (IP) ownership. The first paragraph says that the City will own all IP and the second paragraph says that the Contractor will own the IP and license it to the City. For this project, our firm will be using its pre-existing proprietary IP that our company needs to maintain ownership of, and we may develop them further during the course of the work. As such, we would prefer paragraph 2. What is the City's understanding of the language and how it will apply?**

**A8. There is no conflict. The City will have the ownership of the studies and material prepared by the selected consultant for this project. To the extent the consultant retains rights to the data, including but not limited to copyright ownership, the City shall be granted a royalty free license to use the documents with such data, for no additional cost.**

**Q9. Would the City be amenable to providing an extension of the final proposal due date?**

**A9. See Addendum #3**

**Q10. Attachment F of the RFP refers to federal funds. Is this project fully or partially federally funded?**

**A10. No. It is 100% City funds.**

**NEW SCOPE OF WORK: Article V. Scope of Work – Examples of Tasks at p.6 of the Request For Proposals (RFP) is deleted and the attached Scope of Work is substituted therefor.**

**NEW PERFORMANCE TIMELINE: Article VI. Performance Timeline at pg. 7 of the RFP is deleted and the attached Performance Timeline is substituted therefor.**

**NEW MINIMUM QUALIFICATIONS: Article VII. Minimum Qualifications at p. 7 of the RFP are deleted and the attached Minimum Qualifications are substituted therefor.**

**NEW COST PROPOSAL: The paragraph entitled Cost Proposal in Article VIII Proposal Content at p. 8 of the RFP is deleted and the attached Cost Proposal paragraph is substituted therefor.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE ALL ADDENDA ON YOUR  
BID FORM. FAILURE TO ACKNOWLEDGE ALL ADDENDA COULD  
RESULT IN REJECTION OF YOUR BID AS NONRESPONSIVE.**

Thank you.

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read  
*Chief Procurement Officer*

## V. SCOPE OF WORK -EXAMPLES OF TASKS

The following are examples of some of the tasks that the City may need assistance from the consultant. The consultant may be asked to do other related work as well as work indicated under these examples.

1. Assist in analyzing BERDO options for the City of Newton, considering what the Cities of Cambridge and Boston have recently done, including timelines for BERDO 1.0 and possible BERDO 2.0 implementation.
2. Provide research and technical assistance,
3. Work with EPA to set up PM (Portfolio Manager) for use by Newton in its BERDO program:
  - a. Set up EPA Portfolio Manager (PM) interface with the City,
  - b. Sharing of building owner PM reports with the City,
  - c. Downloading of reports to a City template for posting on the City website,
  - d. Developing BERDO building ID numbers,
  - e. Developing City report template if needed,
  - f. Installing Newton GHG emission conversion factors in PM.
4. Assist with setting up a reporting system and reporting format for the annual reports submitted to the City by building owners subject to BERDO ordinance.
5. Provide training to building owners on the use of the EPA Portfolio Manager program.
6. Work with the utilities to provide procedures for building owners to easily access their, and their tenants, data on the use of gas and electricity.
7. Engagement with building owners and who are subject to BERDO through presentations and other means of communications,
8. Provide assistance to building owners through webinars, presentations, and other means of communication,
9. Set up a system/platform for communication with building owners,
10. Analyze data from the Tax Assessor's data base, as needed,
11. Use the data on GHG emissions from buildings covered by BERDO ordinance to assess progress towards the goals of Newton Climate Action Plan,
12. Set up and staff a Help Desk for building owners to answer questions about BERDO and Portfolio Manager.
13. For City-owned buildings:
  - a. Review EPA PM reports for buildings that have been submitted.
  - b. Enter building data that have not been submitted.
14. Analyzing the emissions performance of its City owned buildings (32 buildings) which are subject to the ordinance and assist the City in developing strategies for compliance with BERDO emission targets.

## VI. PERFORMANCE TIMELINE

The City anticipates that the consultant will be under contract by November 2022 and attend a kickoff meeting with Newton's BERDO Team later in the month. The first phase of this contract is through June 30, 2023 with two one year options for extensions at the discretion of the City.

## VII. MINIMUM QUALIFICATIONS

The City is seeking a consultant (or consultant and its sub-consultants) with the following qualifications:

- a. Experience and knowledge in the use and functions of EPA Portfolio Manager.
- b. Experience knowledge with building retrofit strategies and programs.
- c. Experience and knowledge of building electrification equipment, strategies and programs.
- d. Experience and knowledge of Mass Class 1 Renewable Energy Certificates and the REC market.
- e. Experience and knowledge of Massachusetts solar programs.
- f. Experience and knowledge of building codes
- g. Experience and knowledge of utility and Mass Save incentive programs.
- h. Ability and experience developing and presenting seminars on any of the above topics.
- i. Ability and experience working with utilities to set up an avenue for building owners to access their utility use data.

## VIII. PROPOSAL CONTENT

### Cost Proposal:

Using TABLE A, provide a cost and staffing plan for the following groups of tasks (scenarios) using the hourly rates indicated above. These are hypothetical scenarios for the purpose forming a basis for a price comparison among proposers using your hourly rates. These scenarios are not necessarily how the actual work will be distributed after the contract has been awarded.

- I. 1,2 above (assume 20 hours of legal assistance and 20 40 hours of subject matter research).
- II. 3,4,5,6 above (assume 3 one-hour training sessions) plus 30 manhours.
- III. 7,8,9 above (assume 20 hours of assistance and 5 presentations).
- IV. 10,11 above (assume 20 hours).
- V. 12 above (assume 10 calls per week).
- VI. 13,14 above (assume 32 hours).

### Completed Attachment A “The Price Proposal”.

Price proposals must be inclusive of all services described in Part VIII. The Cost Proposal in VIII will be the basis for evaluating competitive pricing. Consulting fee effective upon completion of an executed agreement through June 30, 2023. Proposals are subject to all requirements and stipulations as set forth in Part III, Instructions to Proposers. All proposals shall remain firm for ninety (90) calendar days after the proposal opening