



Addendum #6 to

CAPE LIGHT COMPACT
REQUEST FOR QUALIFICATIONS (RFQ)
FOR
STREET LIGHT ENERGY MANAGEMENT
SERVICES

Under
Massachusetts General Laws, Chapter 25A, Section 11I
A Guaranteed Energy Savings Contract

AUGUST 2, 2013

Answers to potential Respondent inquiries

Question 6-1: It is said that the Respondents have to be DCAM certified and must attend the mandatory pre-qualifications conference? Is this an and/or situation, in case of a joint venture? A DCAM certified contractor and an energy savings company that attended the pre-bid conference can answer jointly and be approved?

IMPORTANT NOTE:

This Answer 6-1 is a clarification of Answer #3 of Addendum #1 (July 22, 2013).

Answer 6-1: Respondents are advised that DCAM certification is required in either the *Energy Management Services* or *Electrical* categories of work. If Respondent is not DCAM certified, the Respondent's response must identify the entity performing the actual installation of the street lights and Respondent must submit with its Proposal the required DCAM certification and Update Statement for such entity. A response will be acceptable if at least one entity among the project team attended the pre-qualifications conference.

Question 6-2: *P21, Section 6.5 Profile of Existing Street Light Facilities*

"It is possible that additional Facilities, including those Participating Municipalities identified as a Phase II participant, which were not included in this list may be added later at the discretion of each Municipality. The final list of Facilities to be included in the EMS & O&M Contracts will be stipulated in the Technical Street Light IGA Report and may be negotiated individually with each Municipality and reviewed and approved by MA DOER."

Can the Compact list the names of non-participating/Phase II municipalities or fire districts and the estimated number of streetlights in each jurisdiction? Does the Compact have any anticipated timeframe for funding/implementing Phase II work?

Does "additional facilities" mean potentially any municipal-owned outdoor lighting with dusk to dawn operation for 12 months/year? Is the Compact planning to fully fund the project costs to retrofit additional facilities, or non-cobra head lighting, as negotiated with each member community, such as decorative lighting, floodlights, spot lights, or wall pack lighting?

Answer 6-2: Yes, the Phase II participants (listed in the Table of Participating Municipalities with footnote 1 on page 3) and preliminary number of street lights that could be gathered are in (parens) are: Barnstable (tbd), Chilmark (25), C-O-MM (1,323), Tisbury (tbd) and West Tisbury (46). Subject to final Purchase & Sale (P&S) closing by the December, 2013 timeframe, the Compact would anticipate the Phase II participant Facilities to be included sequentially toward the end of, but a part of, the overall Project. Please note, there is the potential, although unlikely, for a delay with the P&S and Phase II work for some or all of these Phase II participants may move to a later timeframe.

Yes, as described in this Section 6.5, "additional facilities" refers to municipal-owned outdoor roadway street lights that are included on the Participating Municipalities utility streetlight billing.

No, the Compact is not planning to fully fund, but would on a case-by-case basis evaluate the availability of any energy efficiency program incentives for, non-cobra head lighting such as decorative, floods, spots or wall packs and would welcome recommendations for these fixture types from Respondents should Participating Municipalities want to consider further energy saving measures.

Question 6-3: *P 32, Section 6.6.1 Warranty and Replacements*

Additionally, the participating Municipalities wish to engage the services of the Contractor under a separate O&M Agreement (see Appendix 6.11 Form of O&M Agreement) for all minor repairs outside of warranty issues to the street lighting system for the full term of the warranty period.

P 98, Article II (Sample O&M Agreement)

Subject to the other provisions hereof, this Agreement shall be effective immediately and shall remain in force for an initial term of three (3) years and may be extended for one additional two (2) year term if mutually agreed upon in writing by the parties hereto

The above two statements appear to conflict regarding the term of the O&M Agreement. Please clarify if the O&M term will be the same as the warranty (10 years) per Section 6.6.1 or 3 years, with an optional 2-year extension, per the sample O&M Agreement. From a contract maintenance perspective, it would seem advantageous to have the warranty and O&M Agreement coincide, i.e., both have a duration of ten years. Having separate contractors for warranty and non-warranty work could create added expense for the Compact members and duplication of effort. For example, a reported outage may be due to a warranty issue/fixture failure (Contractor A) or a non-warranty issue/power issue (Contractor B), but determining the cause and fixing the source of the problem may require both contractors to visit the light (and both may want to be compensated for their time). Under relevant procurement laws and MGL Chapter 25A, can the Compact communities consider a 10-year O&M contract concurrent with the 10-year warranty, starting at say 4 years, and renewable up to 2 times for 3 years each (or 3 times at 2 years each, etc)? This would eliminate potential redundancy/added expense but periodically hold the O&M contractor accountable for good service in order to receive the extensions.

Answer 6-3: The term of the O&M Agreement and the term of the warranty will be as set forth in the RFQ.

Question 6-4: *P 33, Section 6.6.3 Technical Specifications*

“Luminaires shall conform to the requirements shown in the following tables and must be listed by Design Lights Consortium (for more information, see www.designlights.org). Luminaires furnished under this contract shall be LED and shall be from the same manufacturer for any wattage/lumens to be furnished.” The “Luminaire Requirements” begins with “CCT shall be 4,300 +/- 300 nominal CCT.”

The special terms and conditions listed by several Towns on RFQ pages 23-31 include requirements to “use the same lights as in the pilot study” and other notes that specify a corrected color temperature (CCT) less than 4,000K, below the required range listed in 6.6.3. Regarding the “same manufacturer” statement and the variety of members’ special terms and conditions, is the Compact open to the

possibility that the preferred solution may include two or more LED street light manufacturers in order to meet individual member requirements listed in the RFQ and any new ones introduced during the design phase?

Answer 6-4: Please refer to Answer 4-12 (in Addendum #4, July 31, 2013). Yes, the Compact would be open to solutions that may include more than one manufacturer provided the Respondent fully explains and justifies it as an exception to the requirement in order to satisfy the special terms and conditions of those Participating Municipalities who requested a variance from the RFQ minimum requirements.

In addition, regarding the special terms and conditions calling for the “use [of] the same lights as in the pilot study”, the following information is provided to further assist potential Respondents. All Demonstration Project luminaires were Cree Beta LEDway® and included the following part numbers:

STR-LWY-2S-HT-02-D-UL-SV-350-R	25 watts
STR-LWY-3M-HT-02-D-UL-SV-350-R	25 watts
STR-LWY-4M-HT-02-D-UL-SV-350-R	25 watts
STR-LWY-2SB-HT-02-D-UL-SV-525-35K-R	37 watts
STR-LWY-2S-HT-02-D-UL-SV-525-R	37 watts
STR-LWY-3M-HT-02-D-UL-SV-525-R	37 watts
STR-LWY-3M-HT-02-D-UL-SV-525-35K-R	37 watts
STR-LWY-4M-HT-02-D-UL-SV-525-R	37 watts
STR-LWY-2M-HT-02-E-UL-SV-525-35K-R	38 watts
STR-LWY-2S-HT-03-D-UL-SV-525-R	52 watts
STR-LWY-3M-HT-03-D-UL-SV-525-R	52 watts
STR-LWY-4M-HT-03-D-UL-SV-525-R	52 watts
STR-LWY-2M-HT-03-E-UL-SV-525-35K-R	53 watts
STR-LWY-3M-HT-04-D-UL-SV-525-R	67 watts
STR-LWY-3M-HT-06-D-UL-SV-525-R	99 watts
STR-LWY-4M-HT-06-D-UL-SV-700-R	139 watts
ARE-EDG-5S-AA-06-D-UL-SV-700-R	137 watts

Question 6-5: Your published Attachment 4 is obviously for a multi-measure project. Clearly, we need to change the category at the top to only one ECM – LED streetlights. Please confirm. Also, please clarify that you want this table filled-in with the % markups the bidder proposes over installation subcontractor (labor & PM) bid amounts as well as for distributor/vendor equipment/material prices, correct?

Answer 6-5: Yes, the DOER template was utilized and Respondents should complete this for the applicable end-use measure category. Yes, the table should include the % markups according to the categories included in the table and sub-contractor and materials/equipment items added, as applicable.