

This document can be used to select 3 firms to do IGA audit of one building; then based on audit results and earlier review of qualifications, selects one to address entire portfolio.

Request for Vendor Qualifications

For

Energy Service Companies for Energy Performance Contract

Request for Vendor Qualifications No.:

Issued: yyy

Submission Deadline: **one month later**

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PART 1 – INTRODUCTION

1.1 Invitation to Respondents

This Request for Vendor Qualifications (“RFVQ”) is an invitation by the xxxx (herein after referred to as “XXXX”) to prospective respondents to qualify in accordance with Part 3 – Evaluation of Responses as energy service companies with future eligibility for the provision of services as further described in Part 2 – The Deliverables (the “Deliverables”).

Xxxx is..... It features..... buildings, square feet, utility usage....

Our portfolio includes more thanbuildings throughout the city.

For the purposes of this procurement process, the “XXXX Contact” is:

XXXX Contact: **xxxxxx**

Facsimile No.: **yyyy**

E-mail: **zzzzzz**

Address: **zzzzzz**

1.2 Type of Contract for Deliverables

Respondents will be evaluated according to the criteria described in Appendix C – Section C – Rated Criteria. Based on those criteria, certain respondents will be selected onto a prequalified vendor list for the potential subsequent provision of the Deliverables to XXXX pursuant to an invitational second-stage competitive process. The term of the prequalified vendor list will expire yyyy. This term may be extended for two 1-year extensions, upon agreement by both parties.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

XXXX makes no guarantee of the value or volume of work to be assigned to the selected respondents. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. XXXX may contract with others for the same or similar Deliverables to those described in this RFVQ or may obtain the same or similar Deliverables internally.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

XXXX) is issuing this request for qualification (“RFQ”) to seek qualified building energy service companies to conduct energy audits, and recommend and implement comprehensive and integrated solutions for building energy efficiency retrofit programs through a Performance Contract, as further described in Appendix C – RFVQ Particulars – Section A (The Deliverables).

For the purposes of this RFQ, the Energy Service Company, “ESCO”, refers to a company that has the specialized capabilities and resources to develop the technical, financial and contractual elements of any energy efficiency retrofit and conservation program, and which will guarantee results.

The scope of work to be included in a second stage request for proposal (“RFP”) competition will include the ESCo carrying out a full investment grade feasibility study (IGFS) for selected buildings and proposing to implement energy efficiency measures with guaranteed performance and energy savings.

This RFVQ is intended to enable XXXX to identify and invite qualified energy service companies to a subsequent competitive RFP process to develop, manage and implement its Building Energy Efficiency Program (BEEP) for the years 2014 to 2016.

2.2 Material Disclosures

Proponents should refer to Appendix C – RFVQ Particulars – Section B (Material Disclosures).

[End of Part 2]

PART 3 – EVALUATION OF RESPONSES

3.1 Timetable and Submission Instructions

Respondents should submit their responses according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFVQ	August 30, 2014
Deadline for Questions	September 13, 2014 at 4:00 p.m.
Deadline for Issuing Addenda	September 18, 2014 at 5:00 p.m.
Submission Deadline	September 27, 2014 at 11:00:00 a.m.
Rectification Period	3 Days

The RFVQ timetable is tentative only and may be changed by XXXX at any time. Any changes to the RFVQ timetable will be issued by way of an addendum.

3.1.2 Responses Should Be Submitted Only in Prescribed Manner

Proposals should be submitted to:

yyyyy

no later than **11:00:00 a.m.**, local time, **September 27, 2014.**

A respondent should submit **six (6)** hard copies of the Submission Form signed by an authorized representative and **one (1)** electronic copy in PDF format of its response in a sealed package. Responses are to be prominently marked with the RFVQ title and number (see RFVQ cover), with the full legal name and return address of the respondent, and with the Submission Deadline. In the event of a conflict or inconsistency between the hard copy and the electronic copy of the response, the hard copy of the response shall prevail.

3.1.3 Responses Should Be Submitted on Time at Prescribed Location

Responses should be submitted at the location set out above on or before the Submission Deadline. Responses not received by the submission deadline will be disqualified.

3.1.4 Withdrawing Responses

At any time throughout the RFVQ process, a respondent may withdraw a submitted response. To effect a withdrawal, a notice of withdrawal must be sent to XXXX Contact and must be signed by an authorized representative. XXXX is under no obligation to return withdrawn responses.

3.2 Stages of Submission Evaluation

XXXX will conduct the evaluation of responses in the following two (2) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which responses comply with all of the mandatory requirements. Responses failing to satisfy the mandatory requirements as of the Submission Deadline will be provided with an opportunity within the Rectification Period to rectify any deficiencies. Responses failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that XXXX issues its rectification notice to the respondent.

3.2.2 Stage II

Stage II will consist of a scoring by XXXX of each qualified response on the basis of the rated criteria and up to **five (5)** highest scoring respondent(s) will be invited to enter onto a prequalified vendor list for the potential subsequent provision of the Deliverables pursuant to an invitational second stage competitive process.

Although it is the intention of XXXX to invite no more than **five (5)** highest scoring respondent(s) to enter onto a prequalified vendor list, XXXX may choose to invite additional respondents if their total score is within twenty percent (20%) of the highest scoring proponent. XXXX may also invite fewer than **five (5)** respondent(s) to enter onto a prequalified vendor list by choosing not to invite respondents with a total score that is not within twenty percent (20%) of the total score of the highest scoring proponent.

3.3 Stage I – Mandatory Requirements, Submission and Rectification

3.3.1 Submission Deadline

Responses must be submitted by the Submission Deadline. Other than inserting the information requested on the mandatory submission forms set out in this RFVQ, a respondent may not make any changes to any of the forms. Respondents submitting responses that do not meet the mandatory requirements will be provided with an opportunity to rectify any deficiencies within the Rectification Period.

3.3.2 Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by a person authorized to bind the respondent.

3.3.3 Reference Form (Appendix B)

Each respondent must complete a Reference Form (Appendix B) and include it with its response.

3.3.4 Project Financing

Each respondent must provide a letter from a financial institution(s) as per Appendix C – RFVQ Particulars – Section B (Material Disclosures).

3.3.6 Rectification Period

Responses satisfying the mandatory submission content requirements within the Rectification Period will proceed to Stage II. Responses failing to satisfy the mandatory submission content requirements will be excluded from further consideration.

3.4 Stage II – Evaluation of Rated Criteria

3.4.1 Rated Criteria

The responses will be evaluated in accordance with the criteria set out in Appendix C – RFVQ Particulars – Section C (Rated Criteria).

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFVQ PROCESS

4.1 General Information and Instructions

4.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFVQ. Where information is requested in this RFVQ, any response made in a submission should reference the applicable section numbers of this RFVQ where that request was made.

4.1.2 Responses in English

All responses are to be in English only.

4.1.3 XXXX's Information in RFVQ Only an Estimate

XXXX and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFVQ or issued by way of addenda. Any quantities shown or data contained in this RFVQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general size of the work.

It is the respondent's responsibility to avail itself of all the necessary information to prepare a response to this RFVQ.

4.1.4 Respondents Shall Bear Their Own Costs

The respondent shall bear all costs associated with or incurred in the preparation and presentation of its response including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFVQ

4.2.1 Respondents to Review RFVQ

Respondents shall promptly examine all of the documents comprising this RFVQ and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to XXXX on or before the Respondent's Deadline for Questions. All questions submitted by respondents by email to XXXX Contact shall be deemed to be received once the email has entered into XXXX Contact's email inbox. No such communications are to be directed to anyone other than XXXX Contact.

XXXX is under no obligation to provide additional information and XXXX shall not be responsible for any information provided by or obtained from any source other than the XXXX Contact.

It is the responsibility of the respondent to seek clarification from XXXX Contact on any matter it considers to be unclear. XXXX shall not be responsible for any misunderstanding on the part of the respondent concerning this RFVQ or its process.

4.2.2 All New Information to Respondents by Way of Addenda

If XXXX, for any reason, determines that it is necessary to provide additional information relating to this RFVQ, such information will be communicated to all respondents by addenda.

Each addendum shall form an integral part of this RFVQ. Such addenda may contain important information, including significant changes to this RFVQ. Respondents are responsible for obtaining all addenda issued by XXXX. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by listing the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, XXXX may at its discretion extend the Submission Deadline for a reasonable amount of time.

4.2.4 Amending Responses Following Rectification Period

In the event that XXXX determines that it is necessary to provide respondents with additional information relating to this RFVQ following the Rectification Period, such information will be communicated by addenda to all respondents who submitted responses satisfying the mandatory submission content requirements. All such addenda will be prescriptive, and respondents will be expected to amend only those portions of their responses as specifically instructed and to submit their amended responses in the manner and within the timeframe specified. Any amendments that are not in accordance with the instructions accompanying the addenda will be set aside and will not be evaluated.

4.2.5 Verify, Clarify and Supplement

When evaluating responses, XXXX may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response. XXXX may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

4.2.6 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form and the content of websites or other external documents referred to in the respondent's response will not be considered to form part of its response.

4.2.7 Response to Be Retained by XXXX

XXXX will not return the response or any accompanying documentation submitted by a respondent.

4.3 Selection, Notification and Debriefing

4.3.1 Selection of Top-Ranked Respondent(s)

The top-ranked respondent(s), as established under the evaluation, that are selected by XXXX to enter onto a prequalified vendor list will be so notified by XXXX in writing.

4.3.2 Notification to Other Respondents

Once the selected respondents are notified of their selection onto the prequalified vendor list, the other respondents will be notified by XXXX in writing of the outcome of the RFVQ process.

4.3.3 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to XXXX Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the

debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFVQ process.

4.3.4 Bid Protest Procedure

If a respondent wishes to challenge the outcome of the RFVQ process, it should provide written notice to XXXX Contact within sixty (60) days of notification of the outcome of the selection process, and XXXX will respond in accordance with its bid protest procedures.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

XXXX may disqualify a respondent for any conduct, situation or circumstance, as solely determined by XXXX, that constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B)

4.4.2 Prohibited Respondent Communications

The respondent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix A).

4.4.3 Respondent Not to Communicate with Media

A respondent may not at any time directly or indirectly communicate with the media in relation to this RFVQ or the outcome of this RFVQ process without first obtaining the written permission of XXXX Contact.

4.4.4 No Lobbying

A respondent may not in relation to the RFVQ or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved respondent(s). Further, no such person shall attempt to communicate in relation to the RFVQ or their response, directly or indirectly, with any director, officer, employee or other representative of XXXX or of the yyyy, except as expressly directed or permitted by the RFVQ.

4.4.5 Illegal or Unethical Conduct

Respondents shall not engage in any illegal bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Respondents shall not engage in any unethical conduct, including lobbying or other inappropriate communications, offers of gifts to XXXX employees, officers or board members, deceitfulness, submitting response containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process.

4.4.6 Past Performance or Inappropriate Conduct

XXXX may prohibit a vendor from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process and such inappropriate conduct shall include but not be limited to: (a) the submission of responses

containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the vendor to honour its pricing or other commitments made in its response; or (c) any other conduct constituting a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.5 Confidential Information

4.5.1 Confidential Information of XXXX

All information provided by or obtained from XXXX in any form in connection with this RFVQ either before or after the issuance of this RFVQ:

- (a) is the sole property of XXXX and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFVQ and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from XXXX; and
- (d) shall be returned by the respondents to XXXX immediately upon the request of XXXX.

4.5.2 Confidential Information of Respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by XXXX. The confidentiality of such information will be maintained by XXXX, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that XXXX is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, and thus may be required to disclose the name and price of the winning respondent(s) through a Freedom of Information request. Furthermore, respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to XXXX's advisers retained for the purpose of evaluating or participating in the evaluation of their responses.

4.6 Procurement Process Non-binding

4.6.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process. For greater certainty and without limitation: (a) the RFVQ shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the respondent nor XXXX shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to this RFVQ process, the selection of respondents, failure to select respondents or failure to honor a response to this RFVQ.

4.6.2 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the respondent and XXXX by the RFVQ process until the successful negotiation and execution of an agreement pursuant to a subsequent invitational second-stage procurement process.

4.6.3 Disqualification for Misrepresentation

XXXX may disqualify the respondent or rescind a contract subsequently entered if the respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.6.4 References and Past Performance

XXXX's evaluation may include information provided by the respondent's references and may also consider the respondent's past performance on previous contracts with XXXX or with other institutions.

4.6.5 Cancellation

XXXX may cancel or amend the RFVQ process without liability at any time.

4.7 Governing Law and Interpretation

4.7.1 Governing Law

The terms and conditions in this Part 4 Terms and Conditions of RFVQ Process: (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the state of Virginia and the federal laws of the United States applicable therein.

[End of Part 4]

APPENDIX A – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, and name one person to be the contact for this RFVQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under Which the Respondent Carries on Business:	
Jurisdiction under which the Respondent is Governed:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFVQ Contact Person and Title:	
RFVQ Contact Phone:	
RFVQ Contact Facsimile:	
RFVQ Contact E-mail:	

2. Acknowledgment of Non-binding Procurement Process

The respondent acknowledges that this RFVQ process will be governed by the terms and conditions of the RFVQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created until such time as XXXX may execute a written agreement with a selected respondent pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFVQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFVQ. The respondent represents and warrants its ability to provide the Deliverables required under the RFVQ in

accordance the all of the requirements of the RFVQ, including, without limitation, those performance standards set out in Appendix C – A. The Deliverables.

4. Addenda

The respondent has read and accepted all addenda issued by XXXX prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their response based on the addenda. The respondent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line:_____ . Failure to complete this section may result in the rejection of the submission, at the discretion of XXXX. Any Addendum will be posted on the xxx website at [zzzz](#),

4. **Policies**

The respondent has read, understood and agrees to comply with the policies, practices and statements found on XXXX’s website at the following link: xxx

5. Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited under section 4.4 of this RFVQ.

6. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means in relation to the RFVQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having, or having access to, confidential information of XXXX in the preparation of its response that is not available to other respondents; (b) communicating with any person with a view to influencing preferred treatment in the RFVQ process (including but not limited to the lobbying of decision makers involved in the RFVQ process); or (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFVQ process.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFVQ.

Otherwise, if the statement below applies, check the box.

- a. The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFVQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our response; **AND** (b) were an employee of XXXX and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with XXXX:
Name of Last Supervisor with XXXX:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Response:

(Repeat above for each identified individual)

The respondent agrees that, upon request, the respondent shall provide XXXX with additional information from each individual identified above in the form prescribed by XXXX.

7. Disclosure of Information

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by XXXX to XXXX's advisers retained for the purpose of evaluating or participating in the evaluation of this response.

8. Confidential Information of Respondent

A respondent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by XXXX. The confidentiality of such information will be maintained by XXXX, except as otherwise required by law or by order of a court. Respondents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to XXXX's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals.

Signature of Witness

Signature of respondent representative

Name of Witness

Name and Title

Date:

I have authority to bind the respondent and attest to the accuracy of the information provided in this response.

APPENDIX B – REFERENCE FORM

Each respondent is requested to provide three references from clients who have obtained goods or services similar to those requested in this RFVQ from the respondent in the last **three (3)** years. Proponents should refer to Appendix C – RFVQ Particulars – Section C (Rated Criteria) for information on reference evaluation. Please note that none of the references are to be of any projects for XXXX or any of its affiliates.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Email:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Email:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Email:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX C – RFVQ PARTICULARS

A. THE DELIVERABLES

Objective

The objective of this RFVQ is to find the most suitable service provider that best satisfies our needs in terms of experience, capabilities, resources, comprehensiveness, financial strength, social housing knowledge and creativity. The intent of the Building Energy Efficiency Program (BEEP) will be to reduce costs, achieve operational effectiveness, increase energy efficiency, renew building infrastructure, enhance staff and other building occupant awareness, create new jobs and manage risk to XXXX.

Scope of Services

Proponents will be required to define, design, manage, monitor and guarantee a comprehensive energy efficiency measures and conservation program, including energy audits, and to design, supply and install energy saving improvements and retrofits in selected XXXX buildings and facilities.

The initial phase of the BEEP will be rolled out in 2014-2015 and will involve approximately yy buildings preselected by XXXX with a total gross floor area of yy million square feet. Buildings will be located within the Greater xxxx area.

Future phases will be dependent on the success of the initial phase, funding and budget approvals.

Successful proponents from this RFVQ and the subsequent competitive RFP process will be required to:

- Identify energy savings opportunities;
- Design and implement proven energy efficiency measures and systems;
- Design and implement a successful building energy retrofit program;
- Commission proven energy efficiency systems and equipment, including staff training;
- Train and increase the awareness of staff and residents on matters related to energy conservation;
- Monitor the performance of retrofitted and existing building and HVAC systems and guarantee energy consumption and cost savings;
- Ensure that XXXX benefits from all available incentives and grants;
- Coordinate work with others, including but not limited to residents, staff, suppliers and subcontractors; and
- Provide financing and/or lease components of the project as required.

B. MATERIAL DISCLOSURES

1. Project Financing

Notwithstanding that XXXX reserves the right to self-finance part or all of the project(s) under BEEP and any subsequent phases of the program, Proponents must provide a letter from a

financial institution(s) setting out an agreement by the financial institution(s) to support and fund the project(s) when determined. Proposals submitted without this letter may be disqualified.

2. Second Stage Process

Proponents who qualify under this RFVQ will be invited to participate in a second stage competitive RFP process.

XXXX intends to award final contracts to no more than three (3) ESCo's qualified to deliver the project and reserves the right to require proponents to complete a sample energy audit prior to contract award. Any proponent requested to provide a sample energy audit will be compensated appropriately for services rendered.

3. XXXX Procurement Protocols

Proponents in this RFVQ and in the subsequent second stage RFP process must adhere to XXXX's policies and protocols for fair and transparent procurement processes.

C. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFVQ:

Rated Criteria Category	Weighting (Points)
Experience and Qualifications	30 Points
Technical Capabilities	25 Points
Financial Capacity and Stability	35 Points
Partnering Ability	10 Points
Total Points	100 points

Experience and Qualifications – 30 Points

Proponents must demonstrate the ability to develop, design, implement, and guarantee performance contract including building retrofit and system renewal. To satisfy this requirement Proponents must supply the following information as a minimum:

- (i) Company Description: Including but not limited to year established, legal/organizational structure, ownership, names and titles of Directors and Officers, company philosophy, mission and strategy and primary line(s) of business and their geographic locations.

- (ii) Demonstrated Experience: Please provide at least three (3) but no more than five (5) examples of the Proponent's experience that is similar or relevant to this opportunity. In the context of demonstrating experience relevant to the services requested by XXXX (i.e., project and program design, engineering design, capital finance, construction, project management, operation and maintenance, long- term replacement, continuous staff and resident education and engagement, and risk management), the Proponent should include demonstrated ability to find creative and economical solutions to problems that have arisen in the Proponent's experience with projects/ programs similar to this opportunity.

- (iii) References: The Proponent should provide a reference from at least three of the examples described in Part A (ii) above on the form provided under Appendix B – Reference Form. The reference should be from the party which most closely resembles the role that XXXX has with respect to this opportunity (i.e., Project/Program owner).

Technical Capabilities - 25 Points

Proponents must supply the following information:

- (i) An organizational chart showing each of the Proponent's team members.
- (ii) A description of all the Proponent's team members including each member's qualifications and relevant experience, particularly the team member's role and responsibility related to the examples listed in Part A (ii) above. A description of the intended roles and responsibilities of each of the members of the Proponent's team as it would relate to the BEEP.
- (iii) A description of the range of engineering design, audit and monitoring & verification expertise and capabilities demonstrated in similar projects of scope and size.
- (iv) Description of project management skills that have been deployed to successfully complete similar projects with intended outcomes.

Financial Capacity and Stability - 35 Points

Proponents must demonstrate the financial capability and capacity as well as stability that are necessary to financially carry out the proposed guaranteed savings performance contracts over the next fifteen to twenty years. To satisfy this requirement, Proponents must supply the following information as a minimum:

- (i) A description of the financial and business resources available to undertake Energy Performance Contracts in relation to this project opportunity.
- (ii) Audited financial statements in the last two years, as a minimum, and preferably in the last five years.
- (iii) Most recent credit rating report, if available.

- (iv) A description of the Proponent's current and existing guaranteed savings performance contracts that are still in force and in good standing.
- (v) State any cancelled and/or defaulted guaranteed savings performance contracts in the last 5 years.
- (vi) Describe any particular project financing capability and available options.

Partnering Ability – 10 Points

Proponents must demonstrate their ability to integrate all stakeholders in program design and delivery of outcomes with illustrations from past projects of similar scale and scope.

Proponents must also demonstrate their ability to design, conduct and monitor staff training, operations and maintenance, and provide continuous resident education in conservation awareness.

Proponents must supply the following information:

- (i) A summary of what the Proponent has done in previous or current projects regarding staff training, operations and maintenance, and continuous resident education in conservation awareness; and
- (ii) A collection of sample plans, schedules and/or reports related to the partnering activities mentioned above.

Proponents will be evaluated on the comprehensiveness of training and operations and maintenance programs and the demonstration of relevant experience and capacity, financial and otherwise, to develop and build the required partnerships for effective program delivery.