

XXXX: This is a prequalifications RFQ for a Program Manager, which can be a NPO, a for profit, umbrella or trade association or utility seeking implementation partners, both EPCs and Design/Build Firms

REQUEST FOR QUALIFICATIONS AND STATEMENT OF INTEREST

xxxx Energy Efficiency Program

(insert Address, contact information)

DATE OF ISSUANCE: **xxxx**

REQUEST FOR QUALIFICATIONS (RFQ) NUMBER: **(XXXX# YYYY)**

PROPOSAL DUE DATE:	<i>(date)</i>
Deadline for Receiving Final RFQ Questions:	<i>(date)</i>
Date for Final RFQ Answers:	<i>(date)</i>
Date o Pre-Proposal Conference and Walk Through:	<i>(date)</i>
<ul style="list-style-type: none"> • Time: • Location: 	<i>(time)</i> <i>(location)</i>
SMALL BUSINESS AND MBE GOALS:	<i>(insert any goals)</i>

Electronic proposals submitted through (*BidSync* -?) or Paper Sealed proposals will be received at (*location*) until (*time*) on the date listed above and will be read at that time. Proposal forms, specifications, etc. may be obtained upon application at (place), or they may be electronically retrieved by accessing the following web site: ([web address](#)).

PART ONE: EXECUTIVE SUMMARY

1.1 Purpose and Background. This is a Request for Qualifications and Statements of Interest in participating in XXXXxxx's Energy Efficiency Implementation Program, XXXXxxxxx is issuing this RFQ to solicit competitive sealed statements of qualifications and interest from Energy Services Companies (ESCOs), local general contractors with design/build expertise and others capable of providing comprehensive energy management and building-related capital improvement and services that reduce utility and operating costs and provide related benefits to XXXXxxx's member organizations (the "Project"). We anticipate serving approximately yyy properties for this project. The properties will be zzzz (name market subsector).

XXXX, Respondents are encouraged to describe their interest and experience in working on a team effort to optimize energy- and water-efficiency improvements to zzzz properties.

XXXXXXXXXX

XXXXxxx seeks expressions of qualifications and information from firms with capabilities in “energy general contracting” for the design, installation, permitting, maintenance, and possibly financing of energy-efficiency and renewable-energy systems. If one or more suitable offers are made in response to this RFQ, XXXXxxxx may enter into contract(s) to have the selected Respondent(s) (the "Contractor") perform the Project. This RFQ provides details on what is required to submit an RFQ Proposal for the Project, how XXXX will evaluate the RFQ Proposals, and what will be required of the Contractor in performing the Project. This RFQ also provides the dates for the various events in the submission process, selection process, and Project performance. While these dates are subject to change, prospective Respondents must be prepared to meet them as they currently stand. **Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in XXXX, in its sole discretion, refusing to consider the RFQ Proposal of the Respondent.**

XXXX intends to award a negotiated contract to one or more firm(s) to provide the services and/or equipment under terms and conditions considered most favorable among those submissions offered. XXXX may choose to award contracts to various firms by facility if it is in the best interests of XXXX.

All interested firms may respond to the RFQ. XXXX anticipates proposals from ESCOs and non-ESCOs, depending on their interest in providing guarantees and financing. It is recognized that some facilities may be too small to support the costs of savings guarantees, but firms are invited to describe how they would predict, measure, verify, and assure owners and tenants of their savings. Performance contracts are expected to be appropriate for most of the larger facilities or aggregations of smaller facilities with a single owner. Savings of energy, water, maintenance and replacement costs are desired. The measurement and documentation of all savings must be as intuitive as possible, providing owners and tenants compelling and user-friendly descriptions of their cost avoidance. Some large building owners may prefer design/build contractors for a variety of reasons, and will be eligible to do so.

XXXX reserves the right to evaluate previously completed installations and services at the locations provided as references by the firm. Responding to this RFQ will be completed at no charge to XXXX.

1.2 Goals.

- Maximize financial benefit to XXXX members and their tenants;
- Reduce energy and operating costs;
- Improve facility environmental conditions for comfort, health, and safety;
- Improve maintenance and operation of facilities;
- Provide better working conditions in facilities;

- Preserve capital funds; and
- Reduce XXXX's "carbon footprint."

In particular, XXXX is interested in maximizing the impact of its own financial resources (if any) by engaging the "leverage" of private capital investment in the energy systems of Member facilities. Accordingly, XXXX is considering the use of energy performance contracts ("EPCs") to engage ESCOs or general contractors with specific expertise in energy efficiency systems. Respondents should indicate their interest and capability in arranging or providing private capitalization of the efficiency-related improvements. XXXX may select one or more firm(s) that offer financing, savings guarantees, both or neither. XXXX intends to use a portion of its DOE funds, along with utility rebates and other funds, to buy down the cost of the installations.

These installations will not only provide clean, affordable energy to participants, but will serve as an exciting demonstration project that XXXX and its associates can use to educate residents and property owners about the technologies, economics, and other benefits of leveraged efficiency projects in multifamily low-income residential properties. XXXX hopes that these projects will raise awareness among regional business leaders and spur more energy/water efficiency installations on privately-owned buildings nationally.

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XXXX Team Members. XXXX has assembled a team of people and organizations with special expertise in all areas required to make this project successful.

- XXXX will function in the lead management role, provide liaison to owners, and oversee all other team members;
- The Contractor(s), which will be competitively secured by the end of zzz, will be the energy services provider(s). They will do no-cost initial assessments of candidate properties, conduct Investment Grade Audits, identify opportunities to reduce utility costs and compute their costs and savings, install improvements, provide related services, monitor consumption, and train property management staff; they may also offer savings guarantees and private financing;

1.4 Description of Facilities. There are approximately (zz) million square feet of (residential or commercial)space in the targeted properties, consuming (aa) therms of gas and (bb) kWh of electricity annually. Use of fuel oil or propane is minimal. Water use is high. Building sizes range from a minimum of yyyy to zzzz each. Common space and central energy systems are an important part of the targeted efficiency opportunities.

XXXX will pre-select participating facilities, focusing on properties with high utility usage, master-metered HVAC, identified energy-related capital needs, financial health, and whether a property has undergone recent weatherization. An important objective of this program is to take advantage of the owner cost share (if available)and the future savings stream to help catch up on deferred maintenance and to address urgent repair /replacement needs. It is

permissible to make use of verifiable maintenance and replacement savings as well as energy savings in retiring debt incurred to achieve these objectives.

An opportunity to walk through typical facilities and to raise questions about the targeted properties will be afforded at the Bidders Conference.

1.5 Financing. XXXX is working with the yyy (where applicable) and other potential lenders to provide low-cost financing without prohibitive transaction costs. Private capital may be a better option in some cases. Respondents should therefore indicate their interest and capacity to facilitate the financing for this project. Proposed financing shall permit early payment of the loan by XXXX or the property owner. XXXX is also working with potential providers of carbon monetization services, but this potential revenue cannot yet be counted upon for this project.

1.6 Time. In order to be considered, Respondents must submit a complete and thorough response to this RFQ. Respondents shall submit an original and five (5) copies of their RFQ submission. Sealed submissions must be received on or before (*insert date and time*) EST. Submissions received thereafter will be disqualified and returned unopened. Sealed submissions should be delivered to the following address:

(insert address)

Submittals must be clearly marked on the package “zzzz Energy Efficiency Program.” Submissions that are incomplete, do not follow the requested format, or are otherwise contrary to the guideline of this RFQ, may be rejected as non-responsive.

1.7 Required Experience and Qualifications. The following are the minimum qualifications required to respond to this RFQ:

1. Respondent must have a current State contractor's license and be a contractor in the State of Virginia by the RFQ Proposal deadline. If Respondent is partnering with another firm, both vendors must comply; provided, however, that some of the work may be subcontracted to firms that have not done business in Virginia. Copies of license(s) shall be provided with submittal.
2. Engineering and technical support staff that will be directly engaged in this project must possess training and experience specific in current technical practices and techniques in the field of utility cost reduction and building operations. Engineering services must be available in the field of heating, ventilating, and air conditioning systems, interior and exterior lighting, integrated HVAC and lighting control systems, domestic and heating water delivery system, renewable energy systems, utility service cost control, maintenance planning and execution, customer service, value engineering, training and project commissioning. Respondent should have a sufficient number of completed projects within the last three (3) years that can demonstrate the vendor's ability and skill in establishing and maintaining mutually beneficial partnerships with customers.

3. Respondent must provide or oversee repair services available twenty-four (24) hours a day with a maximum response time of two (2) hours for XXXX defined critical systems that were installed by Respondent.
4. Respondent must employ, partner, or subcontract to have, at a minimum, a Mechanical Professional Engineer, an Electrical Professional Engineer, and a Structural Professional Engineer licensed in the State of Virginia as of the RFQ Proposal deadline.

1.8 Small Business Participation. The small business participation goal for this contract for completion of the energy study (or investment grade audit) is *(insert)%*. The small business participation goal for installation of the selected energy conservation measures is *(insert)%*. These goals may be achieved by contracting with subcontractors and suppliers that meet the Small Business Administration's detailed definitions or size standards (see www.sba.gov/size for more information).

1.9 Required Information. The following information shall be included in the response to the RFQ.

1. Virginia Workers' Compensation Certificate
2. Certificate of Compliance with Affirmative Action Programs
3. Certificate of Insurance and copy of additional insured endorsement. XXXX reserves the right to request a certified copy of the Respondent's insurance policies.
4. If the Respondent is a foreign corporation, i.e., not incorporated under the laws of Virginia, a certificate of Good Standing from the Secretary of State showing the right of the Respondent to do business in the State; or, if the Respondent is a person or partnership, the Respondent has filed with the Secretary of State as the Respondent's agent for the purpose of accepting service of summons in any action brought under Virginia law.
5. An officer or a principal of the corporation, partnership or sole proprietorship shall print or type the legal name of the business entity on the line provided and sign the Official Statement by Respondent. All signatures must be original. The same procedure shall apply to the Submission of a joint venture, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required.
6. If an individual other than an officer or principal has been granted signature authority on behalf of the bidding entity, Respondent shall submit such delegation of authority with the Official Statement.

2 PART TWO: GENERAL INSTRUCTIONS

2.1 Eligible Energy Conservation Measures. The Respondent should attempt to maximize energy savings and financial benefit through energy conservation measures at a site. Energy conservation measure means an installation or modification of an installation in, or a remodeling of, an existing building in order to reduce energy consumption and operating costs. The term includes the installation, modification, and replacement of:

- Insulation in building structure and systems within the building;
- Storm windows and doors, multiglazed windows and doors, and heat absorbing or heat reflective glazed and coated window and door systems; additional glazing; reductions in glass area; and other window and door system modifications that reduce energy consumption and operating costs;
- Automatic energy control systems;
- Heating, ventilating, and air conditioning systems;
- Caulking and weather-stripping;
- Lighting fixtures to increase the energy efficiency of the lighting system without changing the overall illumination of a building, unless an increase in illumination is necessary to conform to the applicable state or local building code for the proposed lighting system;
- Energy recovery systems;
- Water conservation measures, including toilets and irrigation systems;
- Appropriate Renewable Energy systems;
- Cogeneration systems that produce steam or heat as well as electricity, for use primarily within a building or complex of buildings;
- Other facility improvements that will ameliorate urgent repairs or deferred maintenance, provided their cost can be recovered out of future savings; and
- Any other modification, installation, or remodeling approved by XXXX's Representative as an energy conservation measure.

2.2 Registration Process. Respondents interested in submitting proposals must register by faxing or e-mailing the registration form document to:

(insert contact name, email, and fax no.)

(Proposal number should be entered in the subject line of the e-mail)

Registration helps ensure that Respondents receive all addenda and copies of all questions and answers given.

2.3 Pre-Proposal Conference. A Pre-Proposal Conference will take place at *(insert place and time)*. The purpose of the conference is to answer questions related to the RFQ. **While the conference is not mandatory, no other opportunity to visit potential sites will be provided.**

2.4 Walk-throughs (only if appropriate) A walk-through will be conducted at the conclusion of the pre-proposal meeting. Additional Site access for the purposes of data

collection prior to the RFQ Proposal deadline may be scheduled at the convenience of XXXX.

Respondents may be subject to search upon entering certain facilities during the Walk-through and will be required to present valid identification.

During the walk-throughs, all Respondents will be escorted together and will be afforded equal access to the facility. Reasonable efforts will be made to provide accurate, uniform information to all Respondents. The Contact Person will be the sole point of contact during the walk-throughs.

2.5 Unauthorized Communication. If the Respondent attempts any unauthorized communication with individuals associated with this project or RFQ, including building owners or tenants, XXXX may reject the Respondent's proposal.

2.6 Inquiries. Communication being e-mailed, mailed or faxed regarding the legal proposal process, technical aspects or Scope of Service are to be sent to the (*insert contact*). No questions can be received after (*insert date and time*) EST. The final responses will be e-mailed or faxed on (*insert date*) at the close of business. Only respondents who register for the RFQ will receive copies of all questions and answers.

2.7 Interpretation. If the Respondent finds any perceived conflict, error, omission or discrepancy on or between the attachments or any of the Contract Documents, the Respondent shall submit a written request to the Contact Person for an interpretation or clarification. The Respondent is responsible for prompt delivery of such request. Inquiries of this nature are subject to the same deadlines as other inquiries.

Any interpretation of the Contract Documents made by any party other than the Contact Person, or in any manner other than a written response is not binding and the Respondent may not rely upon any such interpretation. The Respondent may not, at any time after the execution of the Contract, be compensated for a Claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Respondent prior to the end of the inquiry period.

2.8 Addenda to RFQ. Any addenda to this RFQ will be issued by XXXX by fax or e-mail to all Respondents who have registered using the procedure previously mentioned.

2.9 Preparation of Submissions. RFQ submissions must be complete, and correct in format. Clear and concise submissions are required rather than elaborate promotional materials. Respondents must address each item in the order as described in Section 3.1, Submission Format, of this RFQ and clearly reference the respective section being addressed. The Respondent is expected to respond to all items in as much detail as necessary for XXXX and its resources to make an objective evaluation of the RFQ responses. Respondents should respond in a concise direct manner to the issues within the RFQ.

2.10 Cost of Submission Preparation. XXXX will not provide compensation to the Respondent for any expense incurred by the Respondent for Submission preparation, product evaluations, or demonstrations that may be made.

2.11 Multiple or Alternate Proposals. XXXX discourages, but does not prohibit, multiple RFQ Proposals from a single Respondent. XXXX requires each such RFQ Proposal to be submitted separately from every other RFQ Proposal the Respondent makes. Additionally, the Respondent must treat every RFQ Proposal submitted as a separate and distinct submission and include in each RFQ Proposal all materials, information, documentation and other items this RFQ requires for an RFQ Proposal to be complete and acceptable. No alternate RFQ Proposal may incorporate materials by reference from another RFQ Proposal made by the Respondent or refer to another RFQ Proposal. XXXX will judge each alternate RFQ Proposal on its own merits.

2.12 Right to Reject. XXXX may, in its sole discretion, reject any RFQ Proposals or unsolicited RFQ Proposal amendments that are received after the deadline. A Respondent who mails an RFQ Proposal should allow adequate mailing time to ensure its timely receipt. **XXXX may, in its sole discretion, reject late RFQ Proposals regardless of the cause for the delay.**

XXXX reserves the right to accept in part or in whole any Submission, waive any formalities or minor technical inconsistencies or delete any item/requirements from the RFQ or resulting contract when deemed to be in XXXX's best interest.

2.13 Acknowledgement. By submitting an RFQ Proposal, the Respondent acknowledges that it has read this RFQ, understands it, and agrees to be bound by its requirements. The Respondent also agrees that the Contract shall be the complete and exclusive statement of the agreement between XXXX and the Respondent and shall supersede all communications between the parties regarding the Contract's subject matter.

2.14 Amendments to RFQ Proposals. Amendments or withdrawals of RFQ Proposals shall be allowed only if the amendment or withdrawal is received before the RFQ Proposal deadline. No amendment or withdrawal shall be permitted after the RFQ Proposal deadline, except as authorized by this RFQ.

2.15 Public Disclosure. All RFQ Proposals and other material submitted shall become the property of XXXX and may be returned only at XXXX's option. **Additionally, all RFQ Proposals may be available to the public after the Contract has been awarded, pursuant to DOE regulations.**

Respondent may not attempt to gain access to the contents of another Respondent's RFQ Proposal before the award of the Contract or cancellation of this RFQ. Any Respondent that attempts to gain access to another's RFQ Proposal before Contract award or cancellation of this RFQ may be disqualified.

XXXX will retain all RFQ Proposals or a copy of them, as part of the Contract file for at least three (3) years. After the retention period, XXXX may return, destroy, or otherwise dispose of the RFQ Proposals or the copies.

2.16 Proprietary Data. Submissions and any other information submitted by Respondent in response to this RFQ shall become the property of XXXX. Respondent must clearly identify any proprietary information that the Contractor does not want disclosed to the public. XXXX and their consultants for the purpose of evaluation and contract negotiations will use data or information so identified. Disclosure of any proprietary information by XXXX shall be in accordance with the laws and regulations regarding disclosure in force in the State of Virginia.

3 PART THREE: PROPOSAL FORMAT

3.1 Submission Format. Proposals must include a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFQ. Expensive binding, colored displays, promotional materials, graphics etc. are not necessary or desired.

Respondents are encouraged to submit their proposals electronically or on recycled paper and to use double-sided copying. Emphases must be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, completeness, and clarity of content.

Respondents responding to the RFQ must complete all forms and attachments. Incomplete submissions by Respondents will be rejected.

A further clarification of the contents for each of the sections follows the tab listings.

- Table of Contents
- Executive Summary
- Section I - Background and Qualifications
- Section II - Partnering and Commitment to Customer
- Section III - Technical Approach
- Section IV - Financial Information

3.1.1 Table of Contents. The proposal shall include a table of contents properly indicating the section and page numbers of the information included.

3.1.2 Executive Summary. The proposal shall include a concise abstract of no more than three (3) pages stating the respondent's overview of the project. Please summarize the scope of services (design, financial, operations and maintenance, training, etc.) that would be offered by your firm for this project.

3.1.3 Background and Qualifications (Section I). Section I should provide an overview of the organizational philosophy for approaching this project. Include an organizational vision or mission statement if they have been developed, adopted and embraced by the Respondent. Include information regarding Respondent's commitment to the governmental marketplace.

- A. **Firm Profile.** Provide general information on the responding firm, including: name, business address, local telephone number, officers of the firm, and contact person(s) for this project. Also, provide a certificate of insurance detailing present coverage and limits, and a profile of the local office presence of the Respondent. Provide the year the Respondent's firm was established, and former firm name(s) if applicable. If the firm is a separate legal entity from a manufacturer, for example a distributorship or manufacturer's representative or engineering firm, specify the legal business classification of the responding firm, if any.
- B. **Respondent's Team Information.** Provide a Project organizational chart that identifies the employees of the Respondent's firm that would work on the project. Specify the team members by their name, job title, and training. A one-page resume including education, experience, and any other pertinent information shall be included for each member of the Respondent's project team. If the Respondent has more than one office involved with the project, indicate the total number of employed full-time personnel in each office. Also include an organization chart indicating the branch and corporate level positions.
- C. **References.** Provide a minimum of three (3) references for projects of similar size, scope, and complexity, indicating the Respondent's recent experience with comparable facilities. Each reference shall describe the services provided, project cost, savings amount and benefits to customer. Provide the Reference's name, address, current telephone number, and contact person for each reference. Provide a brief description of the projects: type of facility, scope of work, duration of project, problems, successes, key vendor personnel involved with the project. Identify any awarded utility participation money or funding provided outside of energy savings. References should be for projects where the prime Respondent is the prime contractor.

3.1.4 Partnering and Commitment to Customer (Section II)

- A. **Corporate Commitment.** State your commitment to an ongoing relationship with XXXX once the construction and commissioning phases have come to a close. Develop your firm's strategies that will allow XXXX to receive full benefit from Contractor involvement. Develop and explain your corporate commitment to service during both the construction phase and after project completion. Recognizing XXXX's commitment to the participating members, describe any limitations to your commitment to provide services to all facilities of whatever size or financial opportunity.
- B. **XXXX Cost Defrayment.** XXXX will necessarily incur substantial costs in providing quality assurance, aggregation of the interests of members, and technical assistance to facility managers. To help defray such costs, a

fee of not more than 4% may be included in financed project costs. Respondents should describe their experience and procedures for including such a fee in the cost of financing.

- C. **Problem Resolution Process.** Address how your firm will staff, support, and respond to resolve issues relative to the project in a timely and efficient manner.

3.1.5 Technical Approach (Section III)

- A. **Project Management.** Briefly describe your project management philosophy. Include any specific responsibilities, lines of communication, authority of the Respondent's management to control projects, typical procedures for identifying problems and preventing schedule setbacks and cost overruns. Include a sample timeline showing the necessary activities and schedules for implementation of the project. Address the means and methods by which new technology can be introduced to the project team, as it becomes available.
- B. **Energy Savings Projections.** The Respondent shall describe their approach to projecting the energy savings and lifetimes of installed EE and RE measures, including how technological or economic obsolescence will be treated. Describe the methodology and processes used to project energy savings. Provide sample savings calculation with all supporting information. The sample energy calculations shall show energy cost, energy units, operating hours and all assumptions made. Savings estimates shall show how savings estimates take into account interactive effects and the overall impact on rates and prices from energy supplies. Savings shall be shown both with and without awarded utility participation money or funding provided outside of energy savings.
- C. **Operational Savings Projections.** The Respondent shall describe their approach to projecting operational and maintenance savings. Describe the methodology and processes used to project operational and maintenance savings. Provide sample savings calculation with all supporting information and all assumptions made.
- D. **Service and Training.** Describe the Respondent's approach to training and operations and maintenance. Include capabilities of the Respondent for servicing HVAC equipment, procedures for handling emergencies, monitoring capabilities, and other services to maintain the persistence of savings over the life of the contract. etc. Provide detailed information on training programs available to maintenance staff.

3.1.6 Financial Information (Section IV)

- A. **Financing Approach.** If you are offering financing arrangements, describe the financing mechanisms, including sources and types of financing, which could be used to finance improvements and maintenance operations over the term of the contract. Proposed financing shall allow early payment of the loan by XXXX or owners. XXXX will consider different financing approaches that provide low interest rates and ease of subscription. Clearly identify advantages, disadvantages and relative costs associated with each financing method proposed.
- B. **Financial History of Respondent's Firm.** Respondents shall provide a copy of their most recent annual report and a copy of the current balance sheet. Publicly held companies should include a 10K or annual report. Provide financial statements on parent company when the Respondent is not the parent company. Include any additional information that pertains to the financial soundness of the Respondent's firm.
- C. **Bonding References.** Provide the following information concerning your Company's bonding: Name of bonding agent, largest project bond received in the last five years, state whether the Respondent's firm has had a bond invoked in the last five years, and state the total bonding capacity and bonding limit.
- D. **Fee Structure.** Outline the fees you normally charge and would expect to recover, expressed as a % of total project cost. These will be subject to final negotiation after Respondent(s) is (are) selected. Provide rates by discipline. Fees should include all categories of indirect costs that would not be charged directly for the benefit of projects: e.g., overhead, G&A, profit margin, costs of providing a savings guarantee, and XXXX cost recovery charge described in Section 3.1.4.B above.
- E. **Savings Guarantee.** If the Respondent proposes to guarantee savings, describe and provide your guarantee documents. Provide a description of the methodology, formulas, and reporting to be used to measure energy and operating savings. Include any methods to be used to adjust for factors such as weather, change in use, or change in the structure).
- F. **Historical Performance.** The Respondent shall describe their policy relative to projects that do not perform as specified. Give a specific example of a payout on a guarantee project, if appropriate. Identify how the costs are calculated. Show the Respondent's past record of projected costs and savings compared to actual performance improvements.

4 PART FOUR: EVALUATION OF PROPOSALS

4.1 RFQ Proposal Opening. XXXX will open the RFQ Proposals in a manner that avoids disclosing their contents. After the RFQ Proposals are opened, XXXX will prepare a public registry of RFQ Proposals containing the name and address of each Respondent. In order to ensure fair and impartial evaluation, RFQ Proposals and related documents

submitted in response to a request for RFQ Proposals are not available for public inspection and copying until after the award of the Contract.

4.2 Right of Rejection. XXXX may, in its sole discretion, reject any RFQ Proposal, in whole or in part, if:

- it is delivered after the RFQ Proposal deadline;
- it is unrealistic in cost savings or excessive in price;
- the Respondent engages in collusion;
- the Respondent takes exception to the terms and conditions of this RFQ;
- the Respondent fails to comply with the procedure for participating in the RFQ process;
- the Respondent's RFQ Proposal fails to meet any requirement of this RFQ;
- XXXX believes that the RFQ Proposal is not in its interests to consider or accept.

In addition, XXXX may, in its sole discretion and for any reason, cancel this RFQ, reject all the RFQ Proposals, and seek to perform the Project through a new RFQ or other means. XXXX shall not be liable for any costs incurred by a Respondent in responding to this RFQ, regardless of whether XXXX awards the Contract through this process, cancels this RFQ for any reason, or contracts for the Project through another RFQ or another process.

Respondents shall not submit a RFQ Proposal assuming that there will be an opportunity to negotiate.

4.3 Evaluation and Selection Procedures. XXXX will appoint a selection committee to formally evaluate each response. The evaluation process will grade the responses on their merit and responsiveness. The evaluation process will include verification of references and project team members, confirmation of financial information, and may include other information as deemed important by XXXX.

XXXX will select the responsible firm(s) whose proposal(s) is(are) most advantageous to XXXX, with price and other factors considered according to the criteria listed in Part 3 of this RFQ.

4.4 Clarifications. During the evaluation process, the evaluation committee may request clarifications from any Respondent under active consideration. XXXX reserves the right to allow any Respondent a reasonable opportunity to cure a minor irregularity or technical deficiency in a RFQ Proposal, provided that the irregularity or deficiency does not give the Respondent an unfair competitive advantage. Such a clarification shall not be considered an amendment to a RFQ Proposal.

4.5 Initial Review. The Contact Person will review all RFQ Proposals for their timeliness, format, and completeness. The Contact Person normally rejects any late, incomplete, or incorrectly formatted RFQ Proposal, though s/he may, in his/her sole discretion, waive any defects or allow a Respondent to submit a correction. The executive summary of each response will be read to give an overview. All Submissions will pass this initial screening

of responses if all requested sections are included in the proper order and they have addressed all areas described in the RFQ. Emphasis shall be on completeness and clarity of content. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Incomplete RFQs and/or lack of adherence to format may disqualify respondent from further consideration.

If a late RFQ Proposal is rejected, the Contact Person shall not open it or evaluate it for format or completeness. The Contact Person will forward all timely, complete, and properly formatted RFQ Proposals to an evaluation committee, which the Contact Person will chair.

4.6 Evaluation Committee Review. The evaluation committee will evaluate and numerically score each RFQ Proposal that passes the initial review. The evaluation will be according to the criteria contained in this part of the RFQ and will include verification of references, Project Team members, confirmation of financial information, and may include other information as deemed important by XXXX. The committee may also have the RFQ Proposals, or portions of them, reviewed and evaluated by independent third parties or other XXXX personnel with relevant technical or professional experience. The committee may also seek the review of end users of the Project or the advice of other XXXX committees that have subject matter expertise or an interest in the Project.

The evaluation will result in a point total being calculated for each RFQ Proposal. The Respondent(s) submitting the highest-rated RFQ Proposal(s) may be scheduled for the next phase. The number of RFQ Proposals forwarded to the next phase shall be within the committee's sole discretion.

At any time during the Committee Evaluation phase, the committee may ask an Respondent to correct, revise, or clarify any portions of its RFQ Proposal. The evaluation committee will document all major decisions in writing and make these a part of the RFQ file along with the evaluation results for each RFQ Proposal considered.

4.7 RFQ Proposal Evaluation Criteria. In the evaluation phase, the evaluation committee will rate the RFQ Proposals based on the following criteria and the following weight assigned to each criterion:

4.7.1 Responsibility, Capability, and Qualifications (20 points). The RFQ Proposal shall indicate the ability of the Respondent to meet the terms of the RFQ, especially the quantity and quality of recent projects similar in scope to that described in the RFQ. In determining whether a Respondent is responsible, factors to be considered include, without limitation:

- The experience of the Respondent;
- The financial condition of the Respondent;
- The conduct and performance of the Respondent on previous contracts;
- The management skills of the Respondent;
- The ability of the Respondent to execute the Contract properly;
- References for projects similar in size and scope;

- Audited financial statements for the past three (3) years; and
- A valid contractor's license.

4.7.2 Qualified Personnel (10 points). The RFQ Proposal shall indicate the competence of personnel whom the Respondent intends to assign to the Project. Qualifications will be measured by education, engineering certification, and experience, with particular emphasis on experience with projects of similar scope as that described in the RFQ. Emphasis will be placed upon the qualifications of the Respondent's project manager and the manager's dedicated management time, as well as that of other key personnel working on this Project and proposed use of qualified subcontractors and Small Business Enterprises where appropriate.

4.7.3 Technical Approach (30 points). The RFQ Proposal shall indicate the methods used by the Respondent to define the Project.

4.7.4 Cost, Savings and Financing (20 points). Points will be awarded based upon the Respondent's proposed financial approach and fees

4.7.5 Service Agreement, Energy Guarantee (20 Points) (if applicable). Ability to provide an energy guarantee (if proposed) for at least 10 years and manage the Service Agreement for a period of at least ten years. Capability to provide all services described in the Service Agreement for the duration of the guarantee period.

4.8 Interviews, Demonstrations, and Presentations. The RFQ Proposal evaluation committee may require some Respondents to interview with the committee, make a presentation about their RFQ Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews provide a Respondent with an opportunity to clarify its RFQ Proposal and to ensure a mutual understanding of the RFQ Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee. The evaluation committee may record any presentations, demonstrations, and interviews.

5 PART FIVE: CONTRACT TERMS AND CONDITIONS

5.1 Contract Terms. Respondents agree to comply with all federal and state laws, rules, and regulations applicable to the expenditure of xxx funds (if applicable)**Insurance.** Respondents must comply with the following insurance requirements:

5.1.1 General Conditions. During the Agreement and for such additional time as may be required, Respondent shall provide, pay for, and maintain in full force and effect the insurance outlined herein for coverage at not less than the prescribed minimum limits covering Respondent's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Respondent or subcontractor or by anyone for whose acts any of them may be liable.

5.1.2 Certificates of Insurance. Before starting work, Respondent shall give XXXX a certificate of insurance completed by Respondent's duly authorized insurance

representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice.

Each policy required by this clause, except worker's compensation and professional liability, shall endorse XXXX as an additional insured.

(insert insurance limits and requirements)

EXHIBIT C

Fees (Example only)

The following Fees are stated as a % of unburdened construction cost.	
	%
a. Designs and specifications (A/E [spell out] Fees)	5.0
b. Administration	0.5
c. Audit (per square foot)	
c. Construction Management	5.0
d. Hazardous Waste Administration	0.1
e Profit	10.0
f. Training	0.2
h. Other overhead costs	4.0