



SUSTAINABILITY

REQUEST FOR PROPOSALS

ENERGY PERFORMANCE CONTRACT

DECEMBER, 2019

File #2019-153

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1.0 INTRODUCTION AND PURPOSE

Proposals shall be submitted by completing this document and placing it in a sealed envelope, clearly marked on the outside, "**Energy Performance Contract, Controller; 3rd Floor City Hall, 199 Queen Street, Charlottetown PE, C1A 4B7**", and must be received by the Controller before **2:00:00 pm local time on January 17, 2020**. It is the responsibility of the bidder to deliver the sealed tender to the **3rd floor of City Hall** before the time indicated. Late proposals will not be accepted and will be returned to the Proponent.

Any addenda will be posted on the City of Charlottetown website at www.charlottetown.ca/tenders. Proponents are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring bidders have obtained addenda.

Two (2) copies of the submission document are required. No fax, email or electronic documents will be accepted as the sole method of submission although an electronic copy (PDF or Microsoft WORD) of the proposal would be appreciated either included in the envelope noted above or e-mailed following the closing date and time. It is the proponent's responsibility to ensure that the hard copies of their submission are received prior to the deadline noted above. **There will be a public opening of proposals received immediately after closing.** The selection of vendor resulting from this Request for Proposal, shall be done, upon approval by City Council, as soon as practical after proposal evaluations have been completed. Results of this Request for Proposal will be posted on the City's awards webpage at www.charlottetown.ca/tenders.

This RFP creates no obligation on the part of the City of Charlottetown to award the contract or to reimburse proponents for proposal preparation expenses. The City of Charlottetown reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this request, and to negotiate in any manner necessary best serve the interest of the City. The decision on which tender best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. Submissions will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this project. The City specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the City or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of the RFP, the City may reject summarily any bid received from a corporation or other person which has been anyway involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the request for Proposals was published.

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

The City may prohibit a proponent 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 the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the proponent to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the City.

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps deemed necessary to resolve the conflict. If, during the term of the contract, a conflict or risk of conflict of interest should arise, the Contractor will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

The City will pay the successful proponent via Electronic Funds Transfer. The successful proponent will be required to provide the necessary information for registration on the City's payment system.

Any questions in respect of this Request for Proposals, please contact Stephen Wedlock, Controller at swedlock@charlottetown.ca. Questions must be received no less than three (3) business days before the closing date.

1.1 OVERVIEW

The City of Charlottetown is a flourishing community of over 36,094 people located on the south shore of Prince Edward Island. Charlottetown is the capital City of Prince Edward Island, and is called the "Birthplace of Confederation" after the historic 1864 Charlottetown Conference, which led to Confederation. City Hall is located at 199 Queen Street, Charlottetown, PE.

The City provides a full range of municipal services including general government, police protection, fire protection, planning and development, building inspection, environmental health, environmental development, transportation, and recreation and cultural services. The City also operates the Charlottetown Water and Sewer Utility.

A Mayor and ten Councillors govern the City and the administration of the City is under the direction of a Chief Administrative Officer. There are nine departmental managers including a Manager of Human Resources, Manager of Finance, Manager of Water and Sewer Utility, Manager of Parks and Recreation, Manager of Planning and Heritage, Manager of Public Works, Manager of Environment & Sustainability, a Chief of Police, and Fire Chief.

The City of Charlottetown has an appointed Environment & Sustainability Committee who liaise and oversee the administration of environment and sustainability services. This committee consists of six individuals including a Chairperson, Vice-Chairperson, 2 City Councillor, 1 staff member, The Mayor, as well as the CAO. The CAO is a non-voting member.

1.2 PURPOSE

The City of Charlottetown is seeking an energy service company (ESCO) to develop and implement an Energy Performance System to transform the properties owned/co-owned by the City. The objectives of this system will be to reduce carbon emissions, achieve utility savings, improve facility conditions, and show leadership in positive environmental transformation. The

program is to be self-funded through operational cost savings and grants. This project will help to achieve the corporate target in the Community Energy Plan (CEP) of being carbon neutral, diverse and economically strong, powered only by renewable energy by 2050.

2.0 REQUEST FOR PROPOSAL TERMS

The City has formulated the terms and procedures set out in this RFP to ensure that it receives proposals through an open, competitive process, and the Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their proposals.

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms.

2.1 DEFINITIONS

Throughout this Request for Proposal, terminology is used as follows:

- a) **“City”** means The City of Charlottetown.
- b) **“Administrator”** means the person or persons designated within the bylaws of the City as responsible for giving direction to or negotiating with a potential or successful proponent.
- c) **“Agreement”** means the written agreement, consisting of the agreement documents signed between the City and the successful proponent pursuant to this RFP and the successful proposal.
- d) **“Agreement Documents”** means the instructions to proponents, scope of service, addenda, response to the RFP, and the acceptance of proposal together with all subsequently negotiated agreements, written amendments, modifications, and supplements to such documents and all written authorizations signed by the administrator(s) amending, deleting, or adding to the contract.
- e) **“Contract”** means the written agreement or Purchase Order resulting from this Request for Proposal, in accordance with this Request for Proposal.
- f) **“Contractor”** means a successful Proponent to this Request for Proposal who enters into a written Contract with the City.
- g) **“Must”, “mandatory”, “required”, or “shall”** means a requirement that must be met in order for a proposal to receive consideration.
- h) **“Proponent”** means an individual or a company that submits, or intends to submit, a Proposal in response to this “Request for Proposal”.
- i) **“Proposal”** means the Proponent’s response to this “Request for Proposal”.
- j) **“Requirements”** means those services described in the Scope of Service section of this RFP.
- k) **“Should” or “desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

2.2 NO OBLIGATION TO PROCEED

Though the City fully intends at this time to proceed through the RFP, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that

the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City.

2.3 CANCELLATION

The RFP may be cancelled in whole or in part without penalty, when, in the opinion of the City:

- i. There has been a substantial change in the requirements after this RFP has been issued;
- ii. Information has been received by the City, after issuance of this RFP, that the City feels substantially alters the specified procurement;
- iii. There was insufficient competition in order to provide the level of service, quality of goods, or pricing required, or;
- iv. The City, in its sole discretion, decides that there is any other sufficient justification to cancel this RFP.

The City of Charlottetown may cancel this RFP, reject all proposals, or seek to acquire the subject of this RFP through a new RFP or by other means.

The City reserves the right to cancel any request for tender at any time without recourse by the contractor. The City has the right to not award this work for any reason including choosing to complete the work with the Owners' [sic] own forces.

2.4 CITY'S DECISION-MAKING

The City has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion.

2.5 ENQUIRIES

The City has endeavored to provide complete, correct information and estimates to enable proponents to properly assess and determine the scope and complexity of the work required to submit a response to this RFP. Proponents are solely responsible for determining if they require more information or if anything appears incorrect or incomplete, and for contacting the person named in this RFP if they have any questions whatsoever prior to the closing date. All enquiries related to this Request for Proposal are to be directed, in writing, by email, to the City Controller, Stephen Wedlock, (swedlock@charlottetown.ca). Information obtained from any other source is not official and should not be relied upon. The City will not be responsible for any verbal statement, instruction, or representation. Enquiries and responses will be recorded and may be distributed to all Proponents at the City's option by way of an addendum. Any enquiries regarding this Request for Proposal must be submitted at least three (3) working days prior to the closing date. Any enquiries submitted after this date may remain unanswered.

2.6 ERRORS AND OMISSIONS

Any ambiguities, inconsistencies, uncertainties or other errors related to this document of which any proponent may become aware should be directed, in writing, to the Controller, Stephen Wedlock (swedlock@charlottetown.ca). If necessary, response to such items shall be made by way of an addendum, which will be posted, serially, on the tender page of the City's website.

2.7 ADDENDA, CORRECTIONS, OR EXTENSIONS

The City of Charlottetown reserves the right to modify the terms of this Request for Proposal by way of an addendum at any time prior to closing, at its sole discretion.

2.8 ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this RFP.

2.9 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City.

2.10 EVALUATION AND SELECTION

Proposals will be evaluated against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The City's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

By responding to this Request for Proposal, Proponents will be deemed to have accepted all the terms, conditions, and/or specifications herein and have agreed that the decision of the Evaluation Team will be final and binding.

2.11 PROPOSAL CLARIFICATION

The City reserves the right, upon reasonable notice, to interview, examine, and make inquiries of any proponent after the closing date, generally, and also for the purpose of clarifying or verifying any particular portion of the proposal submitted, which may, in the opinion of the City, be unclear or require verification. All Proponents agree at their own expense to attend such interviews, and to fully co-operate with the City on any such inquiry, and to provide, at the Proponent's own expense, any such clarification and/or verification as requested by the City. Inquiries made of one or more proponents for the above purpose will not obligate the City to clarify or seek further information from any or all other proponents.

2.12 DEBRIEFING

Unsuccessful Proponents may request a debriefing meeting with the City.

2.13 SIGNED PROPOSALS

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal. All proponents who operate through an incorporated company shall affix their corporate seal to the submission documents in addition to the authorized signature.

2.14 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

If alternative solutions are offered, which, in the Proponent's opinion may be advantageous to the City, economic or otherwise, please submit the information in the same format as a separate proposal. This alternative should clearly enumerate the advantages as well as any associated cost implications. Please indicate that it is an alternative to the initial submission and not a replacement by writing "Alternative Submission #" on the envelope as well as in the document itself.

2.15 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the City for purposes of clarification.

2.16 IRREVOCABILITY OF PROPOSALS

A Proponent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that proponent for this Request for Proposal. Any proponent may withdraw or qualify his/her proposal at any time up to the official closing time by re-submitting a new proposal to the City. The time and date of receipt will be marked thereon and the new proposal will be placed in the tender box. The new proposal shall be marked on the sealed envelope by the Proponent as "Resubmission #" along with the name of the Request for Proposal and to the attention of the Controller, as noted above in the Request for Proposal. Proposals may be withdrawn at any time prior to opening upon written request from the proponent. Negligence on the part of the proponent in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the tender opening.

Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful and the City should decide to proceed, the Proponent will enter into a contract with the City of Charlottetown by either signing a contract document or accepting a Purchase Order issued by the City.

2.17 COMPLETENESS OF PROPOSAL

By submission of a proposal the Proponent warrants that, if this Request for Proposal is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Proponent at no charge.

2.18 SUB-CONTRACTING

- a) Using a sub-contractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the proposal.
- b) Sub-contracting to any firm or individual who's current or past corporate or other interests may, in the City's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.
- c) Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior approval by the City.

2.19 ASSIGNMENT

This RFP and any resulting contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same in connection with the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another company. Any permitted assignee shall assume all obligations of its assignor under this contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

2.20 CONFIDENTIALITY

The successful proponent agrees not to release or, in any way, cause to release any confidential information of the City of Charlottetown unless an appropriate official of the City has specifically approved them to do so in writing.

The Proponents agree to treat all information contained in this Request for Proposal as confidential, to use such information only for purposes of responding to this Request for Proposal, and not to disclose any such information, in whole or in part, to any other party without the express prior written consent of either party or pursuant to legal power, other than: a) to an agent who in the City's reasonable opinion, is seeking information on behalf of the Proponent, b) to a party used by the City to evaluate the Proponents creditworthiness. Each party agrees to allow the other party to store contact information, such as names, phone numbers, and email addresses for its business representatives, in any country where that party does business and to use such information internally and to communicate with the other party for the purposes of their business relationship. Proponents agree to handle any personal information that it may gain access to through this RFP in accordance with the requirements of privacy laws, and in a manner consistent with the City's published privacy policies, as amended from time to time.

2.21 CONFLICT OF INTEREST

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps they deem necessary to resolve the conflict. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the successful proponent will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

2.22 LAWS OF PRINCE EDWARD ISLAND

This Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Prince Edward Island.

2.23 FINAL AGREEMENT

This solicitation does not contain all terms and conditions necessary for conducting business with the City of Charlottetown.

2.24 GRATUITIES

The City of Charlottetown may, by written notice to a proponent, cancel any contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the proponent, or the agent or representative of the proponent, to any employee or agent of the project with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

2.25 INSURANCE AND WORKERS COMPENSATION

The undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the City of Charlottetown (City) and the amount of coverage shall be not less than two Million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the City in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the City harmless and indemnified for all such damages and claims for damages. A Certificate of General Liability Insurance covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the City will be furnished. Such insurance shall have the City as an additional insured and shall contain cross liability coverage and preclude subrogation by the insured against the City. The City requires an advance 30-day notice should the policy be cancelled or changed in any manner. The undersigned is to carry and keep in force Professional Liability Insurance in an amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured-retention / deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. A City licensed to conduct business in the Province of Prince Edward Island shall underwrite the policy.

The undersigned is required to have in place adequate coverage and be in good standing with the Workers Compensation Board of Prince Edward Island during the term of provision of all services to the City of Charlottetown. Proof of coverage may be requested at the commencement of any contract or the provision of any services to the City of Charlottetown. The Company awarded this tender will be required to provide proof that their Company complies with all the provisions of the PEI Occupational Health and Safety Act. During the progress of the awarded work, Companies will be required, on the request of the City, to provide written verification that their work is in compliance.

2.26 PERFORMANCE

The City has the right to cancel agreements based on performance with the City as the sole judge of that performance.

2.27 VALIDITY OF PROPOSALS

All Proposals must remain valid and open for acceptance by the City for a period of one hundred, twenty (120) days after the closing date. This period may be extended if requested by the City and agreed to by the Proponent in writing.

2.28 PROPOSED CONTRACT TERM

The proposed term of this agreement shall be defined and agreed upon by both parties.

3.0 SCOPE OF WORK

The City of Charlottetown is issuing this Request for Proposals (RFP) with the goal of hiring an energy service company (ESCO) to develop and implement an Energy Performance System for the City owned and controlled Properties.

The proponent shall provide the City with a written cost savings guarantee that will be achieved on an annual basis or they shall reimburse the City for the full shortfall amount.

The following is a general description of the potential scope of work:

1. Identify opportunities for cost savings and reducing greenhouse gases by upgrading, replacing, or adding to the City's existing infrastructure.
2. Design and implement proven energy-efficient systems using extensive facility energy retrofit experience and professional project management skills.
3. Design and implement facility energy management program.
4. Provide a plan to train and increase awareness of staff and tenants on matters related to energy conservation. Provide technical training to in-house staff.
5. Conduct a comprehensive Condition Facility Audit and cross-validate energy conservation measures with facility conditions to determine the best strategy to address ongoing maintenance.
6. The vendor will continuously monitor all available municipal, provincial and national incentive programs and will, acting as our agent, make all necessary applications for available incentive programs.
7. Provide financing options to cover costs of implementation options and financial consulting to the City of Charlottetown for vendor financing of the energy performance contract.
8. Coordinate and manage the work with others, including building occupants, HVAC and electrical contractors, etc.
9. Adhere to the City of Charlottetown's procurement policy when engaging with a third party for their services (City to provide).

Facilities include the following:

- City Hall
- Fire Station
- Police Station
- West Royalty Community Centre
- Hillsborough Park Community Centre
- East Royalty Community Centre
- Sherwood Community Centre
- Hertz Hall
- JE Blanchard Building
- City Works (City Garage)
- Simmons Arena
- Cody Banks Arena
- Charlottetown Wastewater Treatment Plant
- Brackley, Union, Suffolk and Miltonvale Wellfields
- Miltonvale and Mount Edward Road Water Booster Stations
- Sewer lift stations throughout the City (approximately 40)
- Pownal Parkade

- Queen Parkade
- Fitzroy Parkade
- Lawn Bowling
- Caretakers House
- Tennis Clubhouse
- Victoria Park Ball Clubhouse
- East Royalty Soccer Clubhouse
- West Royalty Soccer Clubhouse
- Eastlink Centre
- CARI Complex (Bell-Aliant Centre)
- Other infrastructure that may lead to energy saving, energy generating or cost-saving opportunity.

3.1 REQUIREMENTS AND SCOPE OF SERVICE

The project will be divided into two phases which can be seen as phase #1, and phase #2. The following is how the City describes these phases (the City is willing to work around the details of these phases with the proponent to reflect the best interest for both parties):

Phase#1

- Technical energy audit to evaluate costs and savings of a variety of energy-saving measures
- Project development plan including financial analysis and financing options
- Through this RFP the City will select a partner to complete phase 1. Please provide costs for completion of phase 1 only.

Energy Conservation Measures (ECM)

It is expected that, as a minimum, the following energy conservation techniques will be investigated by the ESCO on an individual basis or in combination with other techniques, and implemented as Energy Conservation Measures if deemed feasible by the City and the ESCO:

- Integrated Energy Management Control Systems
- Lighting Retrofits, Redesign and Controls
- Steam, Hot Water and Chilled Water System Optimization
- Wastewater Plant and Boiler Plant Optimization
- Economizer and Free Cooling Optimization
- Air Distribution Optimization
- Variable Speed Drives and/or Two-speed Drive
- Heat Recovery
- Water conservation strategies
- Renewable Energy Technologies

Any other measures proposed by the vendor will also be considered. All measures considered must utilize proven, readily available technologies and result in verifiable energy savings. Equipment must be able to be serviced on-site.

Division of Facilities

The proponent shall separate the project cost, results, and findings of both Phase 1 and 2 in a way that decisions can be made for specific facilities with separate budgets. This will allow each department or co-managed facility to review their relevant results and costs and determine next steps moving forward

Phase#2

- Design services
- Procurement of equipment
- Construction and project management
- Proper recycling and waste disposal, where necessary
- Commissioning of work
- Continuing operations and maintenance for all improvements
- Training staff on routine maintenance and operation of systems
- Performance and cost guarantee of savings
- Monitoring and verification for measurement and reporting of the performance and savings from improvements
- Monitoring and reporting of emissions reductions
- Maintaining long-term, high-efficiency performance of buildings as negotiated and defined in the Phase 2 agreement
- Development of building operations manuals
- Analysis and application for LEED, where applicable

It is not guaranteed that the selected proponent for Phase 1 will carry out the implementation of all the phases of work. If the results of Phase 1 do not meet the City expectations as envisioned then the City retains the right not to proceed.

Post Contract Support of Measures

The ESCO shall have the ability to provide all levels of support services for the ECMs. The City of Charlottetown may or may not, at its option, include these services in the program for specific ECMs. The ESCO must be able to demonstrate in-house service knowledge and capability.

3.2 ANTICIPATED TIMEFRAMES

The following outlines the anticipated schedule for the Request for Proposal and contract process. The timing and sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the City of Charlottetown.

Event Anticipated Dates

Request for Proposal issued	11 th December 2019
Last Date for Submission of Questions	14 th January, 2020
Request for Proposal closes	17 th January, 2020
Review of Proposals	20 th January – 21 st February, 2020
Contract Award	9 th March, 2020

4.0 EVALUATION CRITERIA

The following criteria outline the primary considerations to be used in the evaluation and consequent awarding of this RFP (not in any order). The City reserves the right to prioritize and weigh the importance of each criterion confidentially.

Scoring for the sections is as follows:

Technical Qualifications and Approach – 80%

References – 5%

Financial – 15%

4.1 TECHNICAL QUALIFICATIONS AND APPROACH

Provide a description of your firm, including the following:

- a) A general statement of specialization and expertise.
- b) A concise statement showing understanding of scope and intent of the project.
- c) How many years has your company been conducting business as an energy service provider under its current name in Canada? (Please provide a copy of your latest annual report. Provide a brief history of your company).
- d) The business carried out by the firm nationwide and globally in terms of energy audits, design and implement proven energy-efficient systems, reducing greenhouse gasses with upgrades, energy management programs, and the other services offered.
- e) Years of local experience in providing the identified services to similar corporate clients - provide a list of the municipalities that are currently serviced locally. If you include previous clients, please identify them on the list.
- f) Provide a statement on your firm's corporate policy with regard to contingent commissions and how you will ensure the fair placement of the City's insurance program should your firm be awarded the contract.

The Proponent shall also provide the following:

- g) An organizational description and/or chart showing the staffing, lines of authority, and level of effort (Gantt chart) for the key personnel to be used in providing the services, including account executives, engineers, risk financing personnel, marketing and claims personnel and others who would interact with the City.
- h) Description of the detailed engineering analysis and design, troubleshooting and service knowledge. Describe the methodology for determining and establishing utility and operational cost baselines, and for tracking, measuring and reporting actual savings.
- i) The name of the individual within your firm that is proposed to have overall responsibility for the City's account (account executive), the primary contact for the City, and the name of the alternate to those persons, and their ability to access the capabilities of the firm.
- j) The names, education, certifications and qualifications (or resumes) of staff proposed to offer service to the City
- k) Description of the training staff for technical support. In house and external expertise.
- l) Description of the verification of guaranteed savings
- m) Copy of a completed report for one of the above referenced projects.

The Proponent shall provide the following descriptions about their finances:

- a) A recommended approach to developing the project cost (one or more options if possible) and identifies risks and upside for the client. Describe how you plan to guarantee the capped project cost.
- b) Provide examples of your ability to leverage the grant programs available to the benefit of the town.

4.2 REFERENCES

Proponents are asked to submit contact names and telephone numbers of four existing clients and four former clients of the local office of a similar size and/or complexity to the City (preferably risk managed accounts). Any or all references provided by Proponent may be contacted by members of the review committee to confirm the information provided in the proposal and the nature and quality of the services provided.

4.3 FINANCIAL PROPOSAL EVALUATION

1. Quotation Price. Please only provide pricing for Phase 1 of this project

- Points shall be awarded on the following basis;

60 points for the Lowest Proposed Price

56 points for all Proposed Price \leq 110% of the Lowest Proposed Price

52 points for all Proposed Price \leq 115% of the Lowest Proposed Price

48 points for all Proposed Price \leq 120% of the Lowest Proposed Price

44 points for all Proposed Price \leq 125% of the Lowest Proposed Price

40 points for all Proposed Price \leq 130% of the Lowest Proposed Price

36 points for all Proposed Price \leq 135% of the Lowest Proposed Price

32 points for all Proposed Price \leq 140% of the Lowest Proposed Price

28 points for all Proposed Price \leq 145% of the Lowest Proposed Price

24 points for all Proposed Price \leq 150% of the Lowest Proposed Price

20 points for all Proposed Price \leq 160% of the Lowest Proposed Price

16 points for all Proposed Price \leq 170% of the Lowest Proposed Price

12 points for all Proposed Price \leq 180% of the Lowest Proposed Price

8 points for all Proposed Price \leq 190% of the Lowest Proposed Price

4 point for all Proposed Price \leq 200% of the Lowest Proposed Price

0 points for all Proposed Price more than twice the Lowest Proposed Price

PROPONENT INFORMATION SHEET:

Proponent (Firm) Name: _____

Address: _____

City _____ Province: _____

Postal Code _____

Telephone No.: _____ Fax No.: _____

E-mail address: _____

Website: _____

Contact Person: _____

Title: _____ Telephone No.: _____

NAME (Please print)_____
TITLE (Please print)_____
AUTHORIZED SIGNATURE_____
DATE

(Affix Corporate Seal)