



**REQUEST FOR QUALIFICATIONS**

**FY2017-002**

**COMPREHENSIVE, PERFORMANCE-BASED ENERGY  
CONSERVATION PROGRAM**

**STATEMENT OF QUALIFICATIONS SUBMITTAL DEADLINE**

**April 19, 2016  
4:00 p.m., Local Time**

**at the  
Central Services Complex – Public Works Department  
City of Oak Ridge  
100 Woodbury Lane  
P. O. Box 1  
Oak Ridge, Tennessee 37831-0001**

**Email: [sfallon@oakridgetn.gov](mailto:sfallon@oakridgetn.gov)  
Attn: Susan Fallon**



**City of Oak Ridge, Tennessee**  
**REQUEST FOR QUALIFICATIONS**  
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# **Request For Qualifications SOLICITATION/ADVERTISEMENT**

The City of Oak Ridge, Tennessee (the City) will receive sealed Statements of Qualifications for selection of an Energy Services Company (ESCO). The City intends to select the most qualified contractor per the evaluation criteria herein with whom it will enter into a Performance Contract.

The City will be accepting the sealed Statements of Qualifications until **4:00 pm on April 19, 2016.**

Please submit three (3) paper copies and one (1) copy in electronic format of responses completed according to the format prescribed by the City. After review of all accepted responses, firms selected on the basis of their qualifications may be invited to participate in an on-site interview. Final selection will be made in accordance with the policies and administrative directive of the City of Oak Ridge and other applicable statutory provisions.

All questions concerning this request including general information, instructions, and selection criteria shall be submitted via email to:

**Susan Fallon**  
**City of Oak Ridge**  
**Public Works Administrative Manager**  
[sfallon@oakridgetn.gov](mailto:sfallon@oakridgetn.gov)

### **Project Selection Timeline**

Advertisement Date (Posted on City website)	<b>4/01/2016</b>
Statements of Qualifications (RFQ Responses) Due	<b>4/19/2016 at 4:00 pm</b>
Final Selection	<b>5/16/2016</b>

## Section I - General Information

1. Purpose

The City of Oak Ridge will receive Statements of Qualifications from firms interested in implementing a comprehensive, performance-based energy conservation program at its facilities. The stated intent of the City is to enter into a performance contract pursuant to Tennessee laws. The City will make its final selection based upon the recommendation of a designated selection committee. The City shall negotiate and execute a professional services agreement (example included in this packet) with the selected firm. In the event that a guaranteed energy savings contract is not implemented, the City shall pay for the cost of the work completed according to the terms of the professional services contract.
2. Performance Contracting

For the purposes of this document, “performance contracting” is defined as a contract for the design and implementation of energy efficiency measures including services, equipment, and maintenance for which the payment obligation is directly related to the energy and operational cost savings (avoidance) attributable to the scope of services (and equipment) provided under the contract for the term of the agreement.
3. Project Funding

Respondents shall be willing and able to assist with the necessary information required to obtain the financing for this project in accordance with applicable federal, state and local laws.
4. Savings Guarantee

The ESCO shall provide a written savings guarantee, clearly stated in units of energy to be saved. The ESCO’s guarantee shall be a first party direct guarantee from the performance contractor to the City of Oak Ridge. No third-party guarantee shall be accepted. All savings in excess of the guaranteed savings shall be the sole property of the City.
5. Proposal Format

Proposals must be submitted in the format outlined in this document. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Proposals not containing the information requested will not be considered. Respondents shall use the prescribed format to indicate their experience and qualifications, describe their approach to the project and explain their proposed contract. In addition, the City reserves the right to waive any irregularities and formalities in the selection of the ESCO for this project.
6. Contract Responsibility

The selected contractor will be required to assume total responsibility of the project. The selected contractor will be considered the prime contractor and the sole point of contact with regard to all contractual matters.
7. Required Insurance and Bonds

The successful respondent shall procure and maintain in effect during the life of the agreement commercial general liability insurance in amount not less than \$5,000,000 for each occurrence, comprehensive automotive liability insurance in amount not less than \$5,000,000, and workers compensation insurance as required by State law. Evidence of required insurance shall be presented prior to contract execution. Insurance coverage shall not be canceled without prior written notification to the City. The contractor shall provide the

City with evidence of the ability to provide performance and payment bonds for the full installed value of the contract for the installation period.

8. Taxes, Fees, Code Compliance, Licensing

The ESCO shall be responsible for payment of any required permits, licenses, taxes or fees associated with the execution of the performance contract. The ESCO shall be responsible for compliance with all applicable codes and laws.

9. References and Proprietary Information

Submission of a response deems permission to make inquiries concerning the respondent to any persons or firms deemed appropriate by the City. Any proprietary information that the submitting contractor does not want disclosed to the public shall be so identified on each page on which it is found. Data or information so identified will be used by the City solely for the purpose of evaluation and contract negotiations for the project as stated herein.

Disclosure of any proprietary information by the City shall be in strict accordance with the laws and regulations regarding disclosure in the State of Tennessee.

## Section II - STATEMENTS OF QUALIFICATIONS FORMAT AND PREPARATION INSTRUCTIONS

Statements of Qualifications must be submitted in the format outlined in this section. Each will be reviewed to determine if it is complete prior to actual evaluation. The City of Oak Ridge reserves the right to eliminate from further consideration any response which does not follow the format or is deemed non-responsive; however, customer reserves the right to waive any irregularities or formalities.

**Please provide three (3) paper copies of your response and one (1) copy in electronic format (CD, DVD or flash drive).**

X. Table of Contents

Statements of Qualifications shall include a table of contents properly indicating the section and page numbers of the information included.

1. Executive Summary (not to exceed two pages)

Statements of Qualifications shall include a concise abstract stating the respondent's overview of the project.

2. Contractor Qualifications Data (not to exceed five pages)

A. Firm Profile

Provide general information on the responding firm, including; name, business address, local telephone number, officers of the firm, and contact person for this project. Also, provide a certificate of insurance detailing present coverage and limits, an annual report or audited financial statement, and a profile of the local office presence and capabilities of the firm. (Note—Points will be awarded to all qualified firms having an office within 200 miles of Oak Ridge, Tennessee).

B. Project Team

Provide a list of the employees of the firm who will work on this project. Please note direct employees assigned to this project, who live within in a 200 mile radius of the customer's job site(s).

Identify any subcontractors necessary to execute the project. Provide a profile of general information, background, and relevant experience for each subcontractor.

C. References

Provide a minimum of three (3) references for Performance Contracting projects. At least two of these references must be inside the state of Tennessee. Each reference shall describe the services and equipment provided, project cost, and benefits to the owner. Provide the owner's name, address, telephone number, email address and contact person for each reference. References for projects where the responding firm was not the prime contractor are not acceptable.

3. Technical Approach (not to exceed five pages)

- A. Needs Analysis  
Indicate your firm’s approach to performing detailed audits, identification and design of improvement measures, and your selection process for energy savings, and operating cost measures,
- B. Owner Training  
Provide detailed information on the training programs available to the City maintenance personnel and staff, including course content, location, and schedule.
- C. Savings Projections  
Indicate your firm’s approach to projecting the energy savings associated with proposed energy conserving measures. Describe the methodology and processes used to project energy savings.
- D. Code Requirements  
Indicate your understanding of applicable codes and construction practices for this project.
- E. Project Management  
Indicate your firm’s approach to managing the project. Include a resume of the project manager responsible for the project. Include a preliminary timeline showing the necessary activities and schedule for implementation of the project.
- F. Proposed Services and Equipment
  - 1. Proposed Performance Contracting Services - Complete the following table showing the performance contracting service offering directly provided by the respondent, those provided by others, and those not provided.

Performance Contracting Services	Direct Provider	Third Party	Not Provided
Project Energy Study			
Engineering Design			
Project Economic Analysis			
Savings Guarantee			
Project Financing			
HVAC System Training			
Energy Management Training			
Scheduled HVAC Maintenance Services			
Scheduled Building Automation System Services			
HVAC & BAS Repair Services			
Emergency Services			
Guarantee Monitoring			

2. Proposed Energy Efficient Equipment - Complete the following table showing the energy efficient equipment offerings provide by respondent. In each case, designate whether respondent is a direct manufacturer, a distributor, and/or buys and resells energy efficient equipment.

Energy Efficient Equipment	Direct Manufacturer	Distributor	Buy/Resell
HVAC Mechanical Equipment			
Energy Management Systems			
Building Automation Systems			

3. Certifications Concerning Proposed Equipment - The respondent shall include in this section a letter which shall certify the following financial backing for startup and warranty issues for HVAC mechanical equipment, energy management system equipment, and electrical equipment proposed:

- 1) Factory-authorized startup will be provided for the proposed equipment. Factory-authorized service technicians will perform scheduled maintenance and repair in accordance with recommended practices of the manufacturer.
- 2) A one year manufacturer's warranty on all proposed equipment shall be provided. The warranty period shall begin on the completion date of the project. The mechanical system design, energy management system design, installation practices, and operation and maintenance practices shall not void the manufacturer's warranty.

4. Financial Approach (not to exceed three pages)

- A. Financing Source  
Describe the sources and types of financing your firm proposes to implement this project.
- B. Savings Guarantee  
Provide a copy of the guarantee documents to be used for this project. Describe the contract language to agree upon maintenance responsibilities, occupancy schedules, operational savings, and other responsibilities in the guaranteed energy savings contract. Indicate your firm's approach to proving the energy savings associated with the project. Describe the monitoring of energy savings. Describe all events which may lead to guarantee modification or termination.

### Section III - Selection Criteria

A. **Evaluation Process**  
 The City of Oak Ridge will appoint a selection committee to formally evaluate each response. The evaluation process will grade the responses on 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 directed by the City.

B. **Grading Format**  
 Each section or subsection of the response will be considered a separate selection criterion and will be graded individually. All scores will be summed to give the grand total score. The maximum possible total score for the response is 100 points. Scoring will be summarized on the Formal Evaluation Form.

C. **Point Values**

<i>CRITERIA</i>	<i>POINT VALUE</i>
<b>Qualifications Data</b>	<b>35 Total Points</b>
Firm Profile	10
Project Team	10
References	15
<b>Technical Approach</b>	<b>25 Total Points</b>
Proposed Scope of Work	15
Savings Projections	5
Project Management	5
<b>Financial Approach</b>	<b>10 Total Points</b>
Savings Guarantee	10
<b>Service &amp; Training</b>	<b>30 Total Points</b>
Capabilities	15
Resources	15
<b>RFQ Total</b>	<b>100</b>

Point Value	Grade	Score
10	80%	8.0

D. **Final Selection**  
 The grand total scores of the Statement of Qualifications and the on-site interview will be added together. The maximum summed score equals 200 points. The respondent with the highest score shall be selected.

**PROFESSIONAL SERVICES AGREEMENT  
(Energy Conservation Program)**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and \_\_\_\_\_, hereinafter referred to as "the Contractor."

WITNESSETH:

WHEREAS, the City of Oak Ridge has a need for professional services for the design and implementation of a comprehensive, performance-based energy conservation program at its facilities; and

WHEREAS, the Contractor responded to the City's Request for Qualifications and was selected as the most qualified firm to complete the services.

IT IS THEREFORE AGREED that the Contractor will provide the following services:

1. SCOPE OF WORK

The Contractor shall provide to the City professional services for design and implementation of a comprehensive, performance-based energy conservation program at its facilities. The Contractor shall design and implement energy efficient measures including services, equipment, and maintenance and payment for such services shall be directly related to the energy and operational cost savings (avoidance) attributable to the services provided by the Contractor.

2. TERM / COMMENCEMENT OF WORK

This Agreement shall commence on the date first written above and shall end on \_\_\_\_\_. The services under this Agreement shall commence upon issuance of the written Notice to Proceed by the City.

3. COMPENSATION

*[To be determined upon review of the submitted Statement of Qualifications (SOQ) and prior to selection of the awarded contractor.]*

The total compensation to the Contractor under this Agreement shall not exceed \$\_\_\_\_\_. The compensation provided for herein is the entire compensation to be provided. Any services or fees beyond the scope of work shall be by written authorization by the City.

4. STANDARDS OF PERFORMANCE

- A. The Contractor represents to the City that the services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in the Contractor's profession.
- B. The Contractor shall be responsible for the completeness and accuracy of the work prepared or compiled under the Contractor's obligations under this Agreement, and shall correct at the Contractor's expense all errors or omissions therein which may be disclosed, unless such errors or omissions are due to faulty or incomplete information provided by the City. The cost of design necessary to correct those errors attributable to the Contractor and any damage incurred by the City as a result of additional costs shall be chargeable to the Contractor. The fact that the City has reviewed or approved the Contractor's work shall in no way relieve the Contractor of any of its responsibilities.

5. OWNERSHIP OF DOCUMENTS

Each and every document, including but not limited to designs, drawings, specifications, reports, draft, field notes, maps, records, and estimates, in whatever medium or format, collectively referred to as "Documents," produced, originated, prepared, or caused to be prepared by the Contractor in contemplation of, or in the course of, or as a result of this Agreement shall be promptly furnished to the City. The Documents shall become the exclusive property of the City and shall be deemed works for hire. The Contractor hereby assigns all right, title and interest in and to the Documents, including but not limited to, all copyright and patent rights in and to the Documents. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement. The Contractor shall endorse, by its professional seal, all plans and engineering data furnished by it, if any, under this Agreement.

6. ACCESS TO JOB SITE / JOBSITE SAFETY

Unless otherwise stated, the Consultant will have access to the project site for activities necessary for the performance of the services of this Agreement. The City understands that the Consultant is not responsible for ensuring jobsite safety beyond ensuring the safety of the Consultant's employees and agents while on the project site. Further, the Consultant has no responsibilities for securing the project site and will not be responsible for any losses or injuries that occur at the project site except those losses or injuries caused by the Consultant.

7. INSURANCE

A. The Contractor shall be responsible for all damage to person and or property resulting from its negligent acts, intentional wrongful acts, reckless acts, errors or omissions or those of their subcontractors, agents or employees in connection performance of services under this Agreement and shall be responsible for all parts of its work, both temporary and permanent.

B. The Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement the types and amounts of insurance conforming to the *minimum requirements* set forth herein.

1. Comprehensive General Liability:

Bodily Injury	\$5,000,000	each occurrence
Property Damage	\$5,000,000	each occurrence

2. Workers' Compensation and Employer's Liability

Such workers' compensation and employer's liability insurance shall be in the minimum amounts required by Tennessee law.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$5,000,000	each occurrence
Property Damage	\$5,000,000	each occurrence

4. Professional Liability \$5,000,000 each claim/annual aggregate

Such professional liability insurance shall cover those sources of liability arising out of the rendering or failure to render services required under this Agreement.

- C. The Contractor shall not commence work until the required insurance is in force and evidence of insurance has been provided to the City. A certificate of insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The Contractor shall provide at least thirty (30) days prior written notice of cancellation, expirations, terminations and alterations of the insurance policies.
- D. The insurance provided by the Contractor shall apply on a primary basis. Any insurance maintained by the City shall be in excess of, and shall not contribute with, the insurance provided by the Contractor.
- E. The requirements contained herein as to types and limits, as well as the City's approval of insurance coverage to be maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations of the Contractor under this Agreement.
- F. Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Agreement.
- G. The City shall be named as an additional insured for general liability and automobile liability insurance.

8. NO DISCRIMINATION

In carrying out the work of this Agreement, the Contractor shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Agreement of this requirement and shall ensure compliance therewith.

9. LICENSING AND PERMITS; TAXES AND FEES

The Contractor is responsible for obtaining any and all required permits and licenses which are needed to perform the work or service provided for in this Agreement. Additionally, the Contractor is responsible for payment of all taxes or fees associated with the performance of the services under this Agreement.

10. ASSIGNMENT

The service provided for hereunder may not be assigned in whole or in part without the prior written of the City.

11. INDEPENDENT CONTRACTORS

The parties acknowledge that the relationship created under this Agreement is that of independent contracting parties and this agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

12. TERMINATION

- A. *For Cause.* The Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within the agreed upon times for completion. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Agreement, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to terminate this Agreement upon ten (10) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

- B. *For Convenience.* The City may terminate this Agreement for convenience by giving the Contractor written notice of termination giving the effective date thereof.

13. INDEMNIFICATION

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in this Agreement, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in this Agreement, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Agreement shall not limit the Contractor's obligations under this section. The terms of this section shall survive the termination or suspension of this Agreement.

14. OPINIONS OF CONSTRUCTION COST

The Contractor's opinions of probable construction cost are to be made on the basis of the Contractor's experience and qualifications and represent the Contractor's estimate as an

experienced and qualified professional generally familiar with the construction industry and such opinion is supplied for general guidance of the City. Since the Contractor has no control over the construction marketplace, the Contractor does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the City.

15. DESIGNATED REPRESENTATIVES

The parties hereby designate the following individuals to act as their respective representatives with respect to the services to be performed or furnished by the Contractor and the responsibilities of the City under this Agreement. Such individuals have the authority to transmit instructions and receive information relative to this Agreement on behalf of the parties. The designated representatives for the parties are as follows:

<u>City:</u> Susan Fallon Administrative Manager P.O. Box 1 Oak Ridge, Tennessee 37831 (865) 425-1805 phone (865) 425-1843 fax sfallon@oakridgetn.gov	<u>The Contractor:</u> _____ _____ _____ ( ) _____ phone ( ) _____ fax _____
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16. COMPLIANCE WITH ALL APPLICABLE LAWS

The Contractor is responsible for compliance with all applicable federal, state, and local laws, rules, regulations, statutes, and ordinances.

17. GOVERNING LAW

This Agreement is governed by the laws of the State of Tennessee.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

(NAME OF CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Tax ID Number

Attachments: Contractor's Statement of Qualifications  
City's Request for Qualifications, dated April 1, 2016

Approved by Resolution \_\_\_\_\_