

# MORROW COUNTY SCHOOL DISTRICT

## MORROW COUNTY SCHOOL DISTRICT REQUEST FOR QUALIFICATIONS (RFQ)

### QUALIFIED ENERGY SERVICE COMPANIES Under Department of Energy AGREEMENTS TO AGREE For

### MORROW COUNTY SCHOOL DISTRICT FACILITIES

#### SCHEDULE OF EVENTS

RFQ Issue Date	October 15, 2014
Solicitation (Q & A) Deadline	October 22, 2014
Response to Requests for Qualification Due Date	October 30, 2014 @ 4:00 PM
Response to Requests for Qualification Evaluations by Morrow County School District	October 31, 2014 to November 5, 2014
Tentative Interview Date(s)	November 7, 2014
Tentative Selection Notification Date	November 10, 2014
Selection Protest Deadline (5 calendar days)	November 15, 2014

## SECTION I INTRODUCTION

### 1.01 PURPOSE

In this Request for Qualifications (“**RFQ**”), **Morrow County School District** or “**Agency**” is seeking pre-qualified Energy Service Companies (“**Responders**” or “**ESCOs**”) capable of providing comprehensive energy and water management services and related capital improvements for an Energy Savings Performance Contract Project (“**Project**”) for its **Academic and Administrative Buildings** (the “**Facilities**”).

**No projects have been identified at this time; Morrow County School District is only interested in selecting an ESCO to be placed on a retainer list for future consideration of work.**

Technical information about the Facility/Facilities is located in the Technical Facility Profile (see **Section III** of the RFQ).

Qualified ESCOs must be able to:

- 1) Provide an investment-grade Technical Energy Audit to identify energy and water conservation opportunities at an Agency Facility and prepare the corresponding Project Development Plan;
- 2) Design, construct and install capital improvements that reduce the consumption and related costs of energy and water use at the Facility;
- 3) Measure and verify the operation of the improvements; and
- 4) Guarantee the energy savings at the Facility arising from the ESCO’s services/work.

### 1.02 BACKGROUND

Agency will evaluate ESCO’s Response to Requests for Qualification and interview responses regarding specific experience, current financial condition, and the ESCO’s general approach to performance contracting. Following selection, Agency intends to enter into a retainer contract for development of future ESPC Projects with the successful ESCO.

The ESPC between Agency and ESCO will be substantially similar to the Sample ESPC in **Exhibit 10** to the Agreement to Agree for the Pre-Qualified Energy Services Companies from the Oregon Department of Energy.

## SECTION II GENERAL REQUIREMENTS AND INFORMATION

### 2.01 SCOPE OF THE RFQ

Pursuant to ORS 276.900 through 276.915 and OAR 330-130-0090, Agency will issue RFQs only to those ESCOs pre-qualified by, and who have a signed Agreement to Agree (“**ATA**”) with the Oregon Department of Energy.

The terms and conditions concerning qualifications of the ESCO contained in the original

Request for Qualifications (“RFQ”) Oregon DOE – RFQ #09-16 will continue to apply to this solicitation. The terms and conditions from the Agreement will continue to apply to this solicitation and will be incorporated by reference as part of any ESPC arising from this RFQ.

This procurement is being conducted pursuant to the Department of Justice Rules applicable to ESPCs, OARs 137-049-0600 to 137-049-0690, and the other applicable rules cited therein. Further requirements and conditions are located in **Exhibit 8** to the ATA, Agency RFQ Requirements.

The initial term of the agreement will be for five (5) years, with five (5) one year annual reauthorizations to continue the agreement.

## **2.02 CLOSING DATE FOR SUBMITTALS**

Submit **five (5)** paper copies and **one (1)** electronic copy including all attachments (MS Word or Adobe Acrobat format) of your written Qualifications by the due date and time stated in the Schedule of Events, by postal mail, messenger or delivery service to:

RFQ # **10-13**  
Morrow County School District  
Single Point of Contact:  
Janice Huddleston, Business Manager  
235 E. Stansbury  
Heppner, OR. 97836  
Phone: (541) 676-9128 extension 2011  
E-mail: Janice.huddleston@morrow.k12.or.us

**Telephone, or facsimile transmitted Responses to Requests for Qualifications will not be accepted. Responses to Requests for Qualifications received after the specified time and date will not be given further consideration.**

Responders submitting Responses to Requests for Qualifications are solely responsible for the means and manner of their delivery, and are encouraged to confirm delivery prior to the deadline.

## **2.03 GENERAL SCOPE OF SERVICES**

ESCOs must submit a Response to Requests for Qualification to contract for the provision of all of the services identified in this RFQ, referenced Exhibits, the qualifying solicitation and Agreement to Agree. Agency seeks ESCOs that will assume complete responsibility for all Project elements. An ESCO may propose to perform certain of Agency Project contract services in conjunction with or through the use of one or more subcontractors or sub-consultants. The ESCO must, however, accept an Agreement under which it will serve as the prime or, contractually responsible for the performance of all obligations under the Agreement.

At a minimum, the ESCO (either alone or with its joint venture partner) shall be capable of providing an investment-grade technical audit, the project development plan, all project management, all construction management, all site supervision and sub-contractor procurement using its Key Personnel.

In its Response to Requests for Qualification, ESCO shall identify proposed major subcontractors and sub-consultants and their respective roles in providing Project services.

#### **2.04 EVALUATION PROCESS**

The selection committee will score each Responder on the basis of responses provided in the Response to Requests for Qualification and during the interview, if conducted. Submittal requirements are in **Exhibit 8 to the Agreement to Agree**, Agency RFQ Requirements.

In person interviews may be conducted by Agency and follow-up written questions may be submitted to Responders by Agency, with any interview responses and answers to follow-up written questions scored in a manner described by Agency at the time the interviews are conducted or the questions are submitted to Responders, all at the discretion of Agency. An interview or providing answers to written follow-up question(s) will allow Responder to more fully discuss how its approach best satisfies the evaluation criteria set forth in this RFQ. All persons with major responsibility for audits, technical design, management and contract negotiation shall be present at any such interviews.

#### **2.05 TENTATIVE AWARD NOTICE**

Based on the results of the submitted Responses to Requests for Qualifications, the written responses to any follow-up questions, and interviews conducted by Agency, a notice of selection will be sent to all Responders. Following selection, Agency intends to negotiate with the top-ranked Responder to enter into an ESPC.

#### **2.06 SOLICITATION AND SELECTION PROTESTS**

Terms and Conditions for Solicitation and Selection Protests are in **Sections 2.07 and 2.08 of Exhibit 8 to the Agreement to Agree**, Agency RFQ Requirements.

### **SECTION III TECHNICAL FACILITY PROFILE**

The school district has issued this RFQ to select an Energy Services Company to place on retainer for future consideration of work.

Energy assessments that have been completed within the School District recently will be located on the Morrow County School District website. These are included so the vendors can gain a better understanding of the energy usage at the facilities. No further information on the facilities will be provided with this RFQ.

## **AGENCY RFQ REQUIREMENTS – EXHIBIT 8**

### **SECTION I GENERAL INFORMATION**

These Requirements apply to all Agency RFQs, issued to pre-qualified Energy Service Companies (“**ESCOs**”) capable of providing comprehensive energy and water management services and related capital improvements for an Energy Savings Performance Contract Projects.

Project-specific requirements appear in the RFQ issued by the soliciting Agency (“**Agency**” or “**Owner**”).

### **SECTION II GENERAL REQUIREMENTS**

#### **2.01 DISTRIBUTION OF REQUESTS FOR QUALIFICATIONS**

The RFQ, including all addenda and attachments, will be distributed via e-mail only to those ESCOs pre-qualified with the Department of Energy.

In the event it becomes necessary to revise any part of the RFQ, addenda will be issued via e-mail as indicated above.

#### **2.02 GREEN ENERGY TECHNOLOGY**

For public buildings, designs must include green energy technologies based on at least 1.5 percent of the construction costs (if applicable, per 279C.005 to 279C.670).

#### **2.03 POST-PROJECT EVALUATIONS**

For public improvement projects not contracted by competitive bidding, including ESPC projects, ORS 279C.355 requires the completion and submittal of a post-project evaluation. ESCO shall compile all necessary information for Agency, including:

- a. The actual project cost as compared with original project estimates;
- b. The amount of any guaranteed maximum price;
- c. The number of project change orders issued by the contracting agency;
- d. A narrative description of successes and failures during the design, engineering and construction of the project; and
- e. An objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.335.

#### **2.04 INQUIRIES/SINGLE POINT OF CONTACT (“SPC”)**

All questions and contacts with Agency regarding the RFQ must be addressed in writing to the single point of contact listed in the RFQ. Contact with other Agency staff without prior clearance from the Single Point of Contact may result in Responder disqualification.

## **2.05 RIGHT TO AWARD OR REJECT RESPONSES TO REQUESTS FOR QUALIFICATIONS**

All Responses to Requests for Qualifications will become part of the public record, without obligation to Agency. Agency reserves the right to reject any and all Responses to Requests for Qualifications received as a result of the RFQ and, if doing so would be in the public interest, cancel the solicitation. Agency reserves the right to consider a Response to Requests for Qualifications in whole or in part and to determine the responsiveness of a Response to Requests for Qualification by reference to the Response to Requests for Qualification taken as a whole. ESCOs will be held to the terms submitted in their Responses to Requests for Qualifications. Failure to meet these obligations will result in cancellation of acceptance of any apparent successful Response to Requests for Qualification.

## **2.06 SOLICITATION PROTEST**

Protests of the requirements, evaluation criteria, or contractual provisions in the RFQ, or requests for changes or clarifications of the RFQ shall be made in writing and delivered by the time stated in the Schedule of Events to the Single Point of Contact. Protests of, and requests for changes to, technical or contractual requirements, specifications or provisions shall include the reason for the protest and any proposed changes to the requirements. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

## **2.07 SELECTION PROTESTS**

Any Responder who claims to have been adversely affected or aggrieved by the selection of a competing Responder shall have **five (5)** calendar days after notification of the selected Responder to submit a written selection protest to the SINGLE POINT OF CONTACT. This written notification is to be received by 5:00 p.m. of the last day of the **five (5)** calendar-day period. **No protest against selection of an ESCO or award of an ESPC will be considered if received after the deadline established for submitting such protest.**

## **2.08 TRADE SECRETS AND PUBLIC RECORDS LAW**

Agency shall retain the RFQ and one copy of each original Response to Requests for Qualification received, together with copies of all Agency documents pertaining to the award of an ESPC. These Agency documents will be made a part of a file or record, which shall be open to public inspection after Responder selection and award is announced. If a Response to Requests for Qualification contains any information that is considered a trade secret under ORS 192.501(2), Responders must mark each sheet of such information with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of Agency documents or any portion of an

Agency document submitted as part of a Response to Requests for Qualification may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the Response to Requests for Qualification, material designated as confidential shall accompany the Response to Requests for Qualification, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Response to Requests for Qualification marked as a trade secret in its entirety will be considered non-responsive.

## **2.09 NO OBLIGATION**

All Responders who submit a Response to Requests for Qualification in response to this RFQ are deemed to understand, acknowledge and agree that Agency is not obligated as a result of the submittal of a Response to Requests for Qualification to enter into an ESPC with any Responder and, further, that Agency has absolutely no financial obligation to any Responder arising from responding to this RFQ and/or participating in finalist interviews. All Responders who respond to this solicitation do so solely at their own expense.

## **2.10 NON-RESPONSIVE RESPONSES TO REQUESTS FOR QUALIFICATIONS**

Responders are responsible for carefully reading all the terms and conditions contained in the RFQ (including the terms and conditions contained in any attachments, exhibits or schedules to the RFQ), and for following the instructions given. Responses to Requests for Qualifications that do not contain all the information requested may be rejected as non-responsive.

Agency may reject any Response to Requests for Qualification not in compliance with all prescribed public procurement procedures and requirements, and may cancel this solicitation or reject for good cause any or all Responses to Requests for Qualifications upon a finding by Agency that it is in the public interest to do so.

## **2.11 ONGOING RESPONSIBILITY REQUIREMENT**

Responders have a continuing obligation to meet responsibility requirements under ORS 279C.375(3)(b), contained in the terms of the Agreement to Agree **Part I, Section 1.c.iv.G.**

If a Responder fails to meet those standards in ORS 279C.375(3)(b) and OAR 137-049-0390, the Contracting Agency shall prepare a written determination of Non-Responsibility of the Responder. The written determination will be sent to the Oregon Department of Energy and may serve as a basis to terminate the Agreement to Agree.

## **2.12 INSURANCE AND BONDS**

Throughout the Project (when identified), including all Phases, the ESCO must have and maintain the insurance coverages required by Agency, and comply with the other insurance related requirements, as provided in the State of Oregon General Conditions for Public Improvement Contracts, in the Supplemental General Conditions, in the ESPC and in the Phase II Design and Construction Contract. The ESCO must comply with all bonding requirements, including but not limited to the requirement to provide a performance bond and a payment bond, covering both the

design and construction services under the Contract, before or contemporaneously with execution of the Phase II Design and Construction Contract.

### **2.13 PREVAILING WAGE RATES**

During Phase II Design and Construction, the ESCO and all subcontractors must comply with ORS 279C.800 through 279C.870 relative to prevailing wage rates and other requirements, and as provided in the administrative rules of the Commissioner of the Oregon Bureau of Labor and Industries (BOLI), and in the State of Oregon General Conditions for Public Improvement Contracts. Responses to Requests for Qualifications must include a statement by the Responder that it agrees to be bound by and will comply with the foregoing. Before beginning work under the Phase II Design and Construction Contract, the ESCO and all subcontractors must file the required public works bond with the Construction Contractors Board. These requirements apply to the Phase II Design and Construction Contract, and any other work that would constitute public works under the referenced requirements.

The applicable BOLI prevailing wage rates are those in effect at the time the Phase II portion of the ESPC is executed, appearing in the latest-issued BOLI publication titled "PREVAILING WAGE RATES for Public Works Contracts in Oregon, which are incorporated herein by reference and is available at the following web address:

[http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_state.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml)

Contracting Agency will pay the fee required by ORS 279C.825 to BOLI, according to the BOLI administrative rules.

### **2.14 JOINT COOPERATIVE PROCUREMENT**

Morrow County School District, a member of InterMountain Education Service District, will extend the results of this RFQ to include other school districts in Education Service Districts listed in this RFQ, per ORS 279A.210 - Joint Cooperative Procurements. Included in this RFQ are the following Educational Service Districts and their member schools: InterMountain Education Service District, Columbia Gorge Education Service District, Jefferson County Education Services District, Malheur Education Service District, High Desert Education Service District and North Central Education Service District. In addition, Blue Mountain Community College, located in Pendleton, Oregon, will be included as a member of this Joint Purchasing Cooperative.

Exception: Proposer has the right to totally exclude all other public agencies from use of this contract. Any limitations must be clearly submitted with the response to this proposal. Notwithstanding any limitations, it shall be assumed that the Proposer will extend said contact to school districts that are members of InterMountain Education Service District, Columbia Gorge Education Service District, Jefferson County Education Services District, Malheur Education Service District, High Desert Education Service District and North Central Education Service District, as well as Blue Mountain Community College.

### **SECTION III SUBMITTAL REQUIREMENTS**

#### **3.01 GENERAL REQUIREMENTS**

- A.** Responders must submit copies of their Response to Requests for Qualification as required by **Section 2.02** of the RFQ, including all attachments (in MS Word or Adobe Acrobat format) to the Single Point of Contact designated therein. No other material shall be submitted with the Response to Requests for Qualification except that specifically identified in **Section 4.02** herein.
- B.** Responses to Requests for Qualifications shall not exceed **15 single-sided, 8-1/2 x 11-inch, white paper pages** (regardless of the text equivalency in page length), including pictures, charts, graphs, tables and text. The following are excluded from the 15-page limit: transmittal letter, resumes of the proposed key individuals, updated ESCO Profile (If Applicable), and Responder Certifications, Exhibit 9 to the Agreement. These items are to be appended at the end of the Response to Requests for Qualification.
- C.** Responders shall make every effort to use no less than a 12-point font and no less than 1-inch margins for the text portion of their Responses to Requests for Qualifications. Agency reserves the right to reject Responses to Requests for Qualifications that are deemed illegible or too difficult to read.
- D.** All Responses to Requests for Qualifications become the property of Agency and will not be returned to ESCO. Responses to Requests for Qualifications will become part of the Public Record.
- E.** No other distribution of Responses to Requests for Qualifications shall be made by ESCO.
- F.** To be eligible to respond to this RFQ, the Responder must be registered with the Oregon Construction Contractors Board and must provide its CCB number with its Response to Requests for Qualification. In addition, the Responder will be on the list of Pre-Qualified Energy Services Company administered by the Oregon Department of Energy.
- G.** Responses to Requests for Qualifications must contain a statement that the Responder agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870.
- H.** Responses to Requests for Qualifications must contain a certification that the Responder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.
- I.** If Responder is a partnership or joint venture, information must be provided for each partner or joint venturer, and each partner or joint venturer must sign the Response to Requests for Qualification and any contracts on behalf of both itself and the Responder, and each will be jointly and severally liable.

**SECTION IV  
RESPONSE TO REQUESTS FOR QUALIFICATION EVALUATION**

**4.01 GENERAL INFORMATION**

**A. Response to Requests for Qualification Evaluation.** Agency will evaluate Responses to Requests for Qualifications for conformity with stated submittal requirements, and content and quality of the responses, as called for in **Section 4.02**, in accordance with the evaluation procedures set forth in OAR 137-049-640. Responses to Requests for Qualifications will be forwarded to an evaluation committee of at least **Four (4)** members that will independently review and score Responses to Requests for Qualifications. Additional information required for proper assessment of Responses to Requests for Qualifications may be requested from the ESCO at the discretion of Agency.

The outcome of the written Response to Requests for Qualification evaluation process may, at Agency’s sole discretion, result in:

- (1) notice to Responder of selection for interviews;
- (2) further steps to gather additional information for evaluation, (e.g. checking references, requesting clarification, and a responsibility inquiry);
- (3) notice to Responder of rejection; or
- (4) cancellation of the RFQ and either re-issuance of the RFQ in the same or revised form or no further action by Agency with respect to the RFQ.

Agency may reject any or all Responses to Requests for Qualifications and may cancel this RFQ at any time if doing either would be in the public interest as determined by Agency. Agency is not liable for any costs a Responder incurs while preparing or presenting the Response to Requests for Qualification or during further evaluation stages. All Responses to Requests for Qualifications will become part of the public record without obligation to Agency. In evaluating the Responses to Requests for Qualifications, Agency may seek information from a Responder to clarify the Responder’s Response to Requests for Qualification. In that event, Responder must submit written and signed clarifications and such clarifications shall become part of the Response to Requests for Qualification. See OAR 137-049-0650(3)(a)(A).

**B. Evaluation Scoring Matrix.** The questions to be answered by the Responders in 4.02 (B), will be scored as follows:

<b>Category</b>	<b>Maximum Points</b>
1. Firm Background (Pass/Fail)	5 Points
2. Firm Experience and Success	5 Points
3. Key Personnel for Project	15 Points
4. Energy Baseline Calculation	10 Points
5. Best Value	25 Points

6. Management Approach	10 Points
7. Energy Savings and Project Cost Guarantees	10 Points
8. Costs for Services	20 Points
<b>Total Points</b>	<b>100 Points</b>

The written response to this RFQ will be scored by the evaluation team with a 100 point maximum score per evaluator for a combined maximum score of 500 points.

The Interview will be scored by the evaluation team with a 100 point maximum score per evaluator for a combined maximum score of 500 points.

The total combined maximum RFQ Score (the written response and the interview) will be for 1000 total points (500 points for the written response and 500 points for the oral interview, if conducted).

- C. Response to Requests for Qualification Questions Instructions.** All Responders must complete the questions under Section 4.02 (B). Responders failing to achieve 70% of the total points will not be considered further for an award under this procurement.

Example: Responder A submits a Response to Requests for Qualification and receives the following Section 4.02 (B) scores from the five evaluators:

Evaluator 1:	80 points
Evaluator 2:	75 points
Evaluator 3:	70 points
Evaluator 4:	70 points
<u>Evaluator 5:</u>	<u>90 points</u>
<b>Total Points:</b>	<b>385 points</b>

Minimum necessary: 100 points X 5 Evaluators X 70% = **350 Points**

As a result, Responder A has met the minimum requirements to provide these services, since their total point score of 385 exceeds the minimum number of points required to qualify, which is 350 points.

If the total points earned had been less than 350 points, then Responder A would not have been considered further for an award under this RFQ.

- D. Responder Interviews.** Interviews or written follow-up questions – or both – may be conducted and scored at the discretion of Agency. An interview will allow Responders to more fully discuss how its approach to Projects satisfies the evaluation criteria set forth in this RFQ. All persons with major responsibility for audits, technical design, management and contract negotiation shall be present at the interview. Based on results from both the written responses to the RFQ and the oral interviews and any required answers submitted in response to written follow-up questions, Agency will issue a Notice of Intent to Award to all Responders, and will invite the successful Responder to enter into negotiations for the ESPC.

- E. Preliminary ESPC Negotiations.** ESCOs will be required to disclose a description of their intended pricing methodology in addition to general cost markup information for the ESPC. Negotiated markups, inclusive of all fees, for all cost categories will be required, such as markups for direct labor and direct materials as well as markups on both labor and materials related to profit, overhead, subcontractors and contingencies. Cost categories can be specified by the ESCO. Negotiated markups may be used in any subsequent technical audit cost projections and in any final ESPC. Agency has the right to reject ESCO if costs and overall price are not determined reasonable.

#### **4.02 RESPONSE TO REQUESTS FOR QUALIFICATION REQUIREMENTS**

The following provides information about the required Response to Requests for Qualification submittal from the ESCO.

##### **A. SUBMITTAL INFORMATION**

General Information:

- Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Responder to mislead Agency, may disqualify the Responder.
- All submittals become the property of Agency and will not be returned to the Responder.
- All costs associated with submittal preparation will be borne by the Responders.

##### **B. RESPONSE TO REQUESTS FOR QUALIFICATION REQUIREMENTS**

Responsive Responses to Requests for Qualifications shall contain include all the information required below.

- 1. Firm Background (5 Points) (Pass/Fail ranking, with Pass equal to 5 Points and fail equal to 0 Points)**
  - a. Identify the submitting Responder.
  - b. Identify the name and title of the person authorized by the Responder to contractually obligate the Responder.
  - c. Identify the name, title and telephone number of the person authorized to negotiate the Contract on behalf of the Responder.
  - d. Bear the signature of the person authorized to obligate the Responder contractually.
  - e. Explicitly indicate acceptance of the requirements in this mini-solicitation.
  - f. If a third party will be guaranteeing the work, provide all the contact information for the third party, and a copy of the agreement under which it will provide the Guarantee.

- g. Please discuss any ESCO information that differs from the Profile last submitted to the Department of Energy.
- h. Responses to Requests for Qualifications must contain a statement that the Responder agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870.
- i. Responses to Requests for Qualifications must contain a certification that the Responder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.
- j. If Responder is a partnership or joint venture, information must be provided for each partner or joint venture, and each partner or joint venture must sign the Response to Requests for Qualification and any contracts on behalf of both itself and the Responder, and each will be jointly and severally liable.

**2. Firm Experience and Success (5 Points Maximum)**

Explain the ESCO's experience in identifying, designing and managing Energy Savings Performance Contracting projects with school districts in the region (Pacific Northwest). Provide total volume of contracted projects in the last three (3) years by ESCO in the region (Pacific Northwest).

Provide 3 references for any of the projects that your firm has provided as representative work done in the Pacific Northwest listed above. The information for these references will be filled in in the following table.

Organization's Name:	
Contact Name:	
Phone number:	
Email:	
Brief Overview of the Project	
Project Overview:	

**3. Key Personnel (15 Points Maximum)**

Provide an organizational chart (by name and title as available) for implementing and managing potential projects at the school district facilities, including the responsibilities of each individual and show the lines of authority within the overall organization. Identify portions of work done, if any, which are proposed to be subcontracted to consultants and provide the same information for the consultant's organization and personnel.

Resumes for the key personnel should be included in the appendix and are not considered to be part of the 15 page limit.

**4. Energy Baseline Calculation (10 Points Maximum)**

Explain the ESCO's methodology used to determine energy and utility use for energy consumption baselines and for post-installation energy savings at facilities.

**5. Best Value (25 Points Maximum)**

Briefly describe how your company's approach to performance contracting delivers best value for the investment. Explain your company's experience with energy and utility incentive and grant programs.

**6. Management Approach (10 Points Maximum)**

Explain the ESCO's organizational structure and management approach to ESPC projects. Describe the roles and responsibilities of ESCO staff assigned to ESCO project.

Describe methods for contracting the installation of measures, how cost-competitive pricing is maintained, and use of open book pricing.

Describe your company's process for setting, managing and maintaining the owners performance requirements throughout the ESPC process.

**7. Energy Savings and Project Cost Guarantees (10 Points Maximum)**

Explain the ESCO's energy and cost savings guarantee policies and procedures, including remedies when actual savings are lower than the ESCO's estimates and guarantees, and the length of the savings guarantees. Provide your firms' project cost guarantees and remedies when project costs exceed ESCO estimates.

Provide your firm's equipment performance guarantee policies and procedures, including information on your firms warranty enforcement role and your firms responsibility regarding warranties. Explain the ESCO's role when there is an equipment failure beyond the warranty period and when the contracting agency has financed the project and assumed ownership of the installed equipment.

**8. Costs for Services (20 Points Maximum)**

The Responder will explain their approach to the cost of services for ESPC Projects. This includes project development, the design and implementation of the measures, and the measurement and verification of the installed measures.

Markups shall be calculated as either a percentage added to the raw construction cost for the Project, or as a stand-alone fee (commissioning, M&V, warranty service). If a range of markups can be applied to a category, please explain the logic behind the range of markups.

<b>Markups</b>		
Category of markup	Markup applications	Percentage of markup
Overhead		
Profit		
Internal Labor		
Equipment Purchased		

Subcontract Labor		
Design		
Contingency		
Permits		
Performance Bond		
Project/Construction Management		
Commissioning		
Measurement and Verification		
Warranty Service		
Others (please list)		

Explain how your firm determines the Technical Energy Audit and Project Development Plan cost. The School District is not asking for the ESCO's to provide a cost for the Technical Energy Audit and Project Development Plan during the RFQ process, as no project has been identified, but will require that the ESCO provide a Response to Requests for Qualification for these scopes of work prior to any contract for this work being signed.

**9. Interview Responses**

Agency is not required to conduct interviews for this procurement. However, if interviews are conducted, the duration of the interviews, the exact interview and follow-up questions used will be controlled and scored by the School District.

**RESPONDER CERTIFICATIONS**

**SECTION I**

**REQUEST AND AUTHORIZATION TO RELEASE INFORMATION, RELEASE OF LIABILITY/CLAIMS AND AGREEMENT NOT TO SUE**

**(This Form Will Be Provided To References)**

**To Whom It May Concern:**

I, the undersigned, have submitted a Response to Requests for Qualification to a Request for Qualifications ("RFQ") to contract with the **Morrow County School District ("Agency")**. I request and authorize you to furnish to Agency any and all information you may have regarding my employment or my firm's employment, including but not limited to, evaluations or assessments of my/my firm's work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of Agency.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, Agency and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to Agency as requested. I further agree not to sue Agency, you, or any and all other persons employed by or connected with your firm/Agency/organization as a result of the furnishing of any information, including good faith expressions of opinion, to Agency.

I am aware and understand that the information and good faith opinions furnished to Agency pursuant to this request will remain confidential with Agency if requested by you, and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Responder hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information:

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*Signature of Authorized Representative*

*Date*

---

*Name of Firm*

**Note: Photocopy or Fax reproduction of this request shall be for all intents and purposes as valid as the original. You may retain this form for your files.**

**SECTION II**  
**CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS/  
ASBESTOS ABATEMENT LICENSING REQUIREMENTS**

**A. CCB REQUIREMENTS**

1. Bidders shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on or proposing for Public Improvement Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN RESPONSE TO REQUESTS FOR QUALIFICATION REJECTION.
  
2. All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Responding ESCOs shall provide their Construction Contractors Board (ORS 701.026) registration number below:

**CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.:** \_\_\_\_\_

**EXPIRATION DATE OF CCB NO.:** \_\_\_\_\_

**B. ASBESTOS ABATEMENT LICENSING REQUIREMENTS**

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

**SECTION III**

**ADDENDA ACKNOWLEDGEMENT**

- A. Agency reserves the right to make changes to the RFQ and the resulting Contract, by written Addendum, prior to the deadline for submissions. Addenda will be sent via e-mail to all qualified ESCOs. Agency is not responsible for a Responder's failure to receive any addenda. Addenda shall only be issued by Agency and upon issuance are incorporated into the RFQ or the resulting ESPC Contract. If required by the Addendum, Responders shall sign and return the Addendum prior to the deadline for submissions.
- B. By Responder's signature on its Response to Requests for Qualification, Responder ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:
  - 1. If any Addenda are issued in connection with this RFQ, Responder has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, or Technical Facility Profile associated with this RFQ.

**ADDENDA: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.**

- 2. IN ADDITION to completing the blanks above to identify all Addenda, if any, issued under this RFQ, Proposer shall sign and return any Addendum that states that it must be signed and returned.

**SECTION IV  
RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES**

- A. Agency reserves the right, pursuant to OAR 137-049-0390, and OAR 137-049-0440 to investigate and evaluate, at any time prior to award and execution of the Agreement, the apparent successful ESCO's responsibility to perform the ESPC. Submission of a signed Response to Requests for Qualification shall constitute approval for Agency to obtain any information Agency deems necessary to conduct the evaluation. Agency shall notify the apparent successful Responder, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of ESPC Contract performance; etc. Failure to promptly provide this information shall result in Response to Requests for Qualification rejection.
- B. Agency may postpone the award of the Contract after announcement of the apparent successful Responder in order to complete its investigation and evaluation. Failure of the apparent successful Responder to demonstrate responsibility shall render the Responder non-responsible and shall constitute grounds for Response to Requests for Qualification rejection, as required under OAR 137-049-0390.
- C. Pursuant to the RFQ and Agreement for qualified ESCOs, a finding of non-responsibility will be sent to the Department of Energy and may serve as a condition for termination of the Agreement.

**SECTION V  
RECYCLED PRODUCTS**

- A. Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this RFQ.

ORS 279A.010(1)(ii) states: "Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(1)(u) states: "Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(1)(jj) states: "'Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(1)(hh) states: "'Recycled PETE product' means a product containing post-consumer polyethylene terephthalate material."

- B. By my signature on this Response to Requests for Qualification, I, hereby affirm that Responder will comply with the above recycled products provision.

**SECTION VI  
FOREIGN CONTRACTOR**

If the amount of the ESPC exceeds ten thousand dollars (\$10,000), and if ESCO is not domiciled in or registered to do business in the State, ESCO shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The State shall be entitled to withhold final payment under the Contract until ESCO has met this requirement.

**SECTION VII  
CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

By my signature on this Response to Requests for Qualification, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the ESCO in this matter, that I have authority and knowledge regarding the payment of taxes, and that ESCO is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

**SECTION VIII  
CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS**

- A. Pursuant to OAR 137-049-0200 (1)(c)(B), the Responder certifies by its signature on its Response to Requests for Qualification that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:
  - 1. A written employee drug testing policy,
  - 2. Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
  - 3. Required testing of a Subject Employee when the Responder has reasonable cause to believe the Subject Employee is under the influence of drugs.
- B. A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.
- C. If awarded an ESPC as a result of this solicitation, Responder agrees that at the time of Contract execution it shall represent and warrant to Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Contract. Agency's performance obligation (which includes, without limitation, Agency's obligation to make payment) shall be contingent on ESCO's compliance with this representation and warranty.
- D. If awarded an ESPC as a result of this solicitation, Responder also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, Agency's obligation to make payment), ESCO shall require each Subcontractor providing labor for the Project to:
  - 1. Demonstrate to the ESCO that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the ESCO that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
  - 2. Require that the Subcontractor's Subject Employees participate in ESCO's Qualifying Employee Drug Testing Program for the duration of the subcontract.



**SECTION IX  
CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature on this Response to Requests for Qualification, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of ESCO in this matter, and to the best of my knowledge ESCO has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the ESCO is not in violation of any discrimination laws.

**SECTION X  
JOINT COOPERATIVE PROCUREMENT**

Morrow County School District, a member of InterMountain Education Service District, will extend the results of this RFQ to include other school districts in Education Service Districts listed in this RFQ, per ORS 279A.210 - Joint Cooperative Procurements. Included in this RFQ are the following Educational Service Districts and their member schools: InterMountain Education Service District, Columbia Gorge Education Service District, Jefferson County Education Services District, Malheur Education Service District, High Desert Education Service District and North Central Education Service District.

Exception: Proposer has the right to totally exclude all other public agencies from use of this contract. Any limitations must be clearly submitted with the response to this proposal. Notwithstanding any limitations, it shall be assumed that the Proposer will extend said contact to school districts that are members of InterMountain Education Service District, Columbia Gorge Education Service District, Jefferson County Education Services District, Malheur Education Service District, High Desert Education Service District and North Central Education Service District.

I/We agree to extend the terms and conditions of this contract to the above mentioned school districts.

\_\_\_\_\_ Yes \_\_\_\_\_ No.

**SECTION XI**  
**SIGNATURE OF RESPONDERS DULY AUTHORIZED REPRESENTATIVE**

THIS RESPONSE TO REQUESTS FOR QUALIFICATION MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDER; ANY ALTERATIONS OR ERASURES TO THE RESPONSE TO REQUESTS FOR QUALIFICATION MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Responder that:

- A. He/she is a duly authorized representative of the Responder, has been authorized by Responder to make all representations, attestations, and certifications contained in this Response to Requests for Qualification and all Addenda, if any, issued.
- B. Responder, acting through its authorized representatives, has read and understands all RFQ instructions, terms and conditions and the Technical Facility Profile contained in this RFQ document (including all listed attachments and Addenda, if any, issued);
- C. The Response to Requests for Qualification submitted is in response to the specific language contained in the RFQ, and Responder has made no assumptions based upon either (a) verbal or written statements not contained in the RFQ, or (b) any previously-issued RFQs, if any.
- D. Agency shall not be liable for any claims or be subject to any defenses asserted by Responder based upon, resulting from, or related to, Responder's failure to comprehend all requirements of the RFQ.
- E. Agency shall not be liable for any expenses incurred by Responder in preparing and submitting its Response to Requests for Qualification or in participating in the Response to Requests for Qualification evaluation/selection process.
- F. Responder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and the filing of a public works bond with the Construction Contractors Board.
- G. The Response to Requests for Qualification was prepared independently from all other Responder, and without collusion, fraud, or other dishonesty.
- H. Responder is bound by and will comply with all requirements and terms and conditions contained in this Response to Requests for Qualification (including all listed attachments and Addenda, if any, issued);
- I. Responder will furnish the designated item(s) and/or service(s) in accordance with the RFQ requirements, and will comply in all respects with the terms of the resulting ESPC upon award;

- J. Responder represents and warrants that Responder has the power and authority to enter into and perform the ESPC and that the ESPC, when executed and delivered, shall be a valid and binding obligation of ESCO enforceable in accordance with its terms;
- K. All affirmations and certifications contained in Sections II, III IV, V, VI, VII, VIII and IX are true and correct and;
- L. Responder further acknowledges, attests and certifies individually and on behalf of the Responder that:
  - 1. By submitting a Response to Requests for Qualification in response to this Request for Response to Requests for Qualification] understands any statement or representation contained in or attached to its Response to Requests for Qualification, and any statement, representation, or application the Responder may submit under any contract the Agency may award under this Request for Response to Requests for Qualification that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1), will be subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under the Act.

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*Signature of Authorized Representative*

*Date*

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*Name of Firm*