



**REQUEST FOR EXPRESSIONS OF INTEREST – 4596 EOI**

**4596 EOI - ENERGY AUDIT CONSULTANTS**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **3:00pm, local time on Friday, September 23, 2011** (the “Closing Time”).

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## 1.0 Introduction

1.1. The City of Richmond (the “City”) invites Expressions of Interest (EOI) for the selection and retention of energy audit consultants to perform audits and/or studies of energy using systems related to lighting, ventilation, and mechanical functions of the City’s civic facilities and/or infrastructure. Consulting firms selected as a result of this process will meet the qualification requirements outlined herein.

## 2.0 Definitions

2.1. Throughout this RFEOI the following definitions apply:

- a) “Agreement” or “Contract” means the agreement formed between the City and the Vendor as resulting from this Request for Proposal, executed by the City and the Vendor and evidenced by the purchase order issued to the Vendor by the City
- b) “Closing Time” means the closing date, time, and place as set out on the cover page of this RFEOI;
- c) “Consultant” means the same as Successful Respondent;
- d) “Expression of Interest” or “EOI” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
- e) “Respondent” means an individual or a company that submits, or intends to submit, a Response;
- f) “Request for Expressions of Interest” or “RFEOI”, means this request for expressions of interest, inclusive of all appendices and any addenda that may be issued by the City;
- g) “Requirements” means all of the Specifications, requirements and services set out in the RFEOI that describes the general requirements that the goods, materials, equipment and services must meet and the Vendor must provide;
- h) “Response” or “Submission” means the same as Expression of Interest;
- i) “Services” means the same as “Work”;
- j) “Successful Respondent(s)” means the company, individual, partnership, corporation or combination thereof, including joint venturers, that submits a Response to this Request for Expressions of Interest and who subsequently is awarded and enters into a written Contract with the City to perform and to oversee the Work and
- k) “Work” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Respondent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

### **3.0 Background**

3.1. Since 1991, the City has made energy conservation and efficiency a priority. This has been achieved by consistently considering the efficient use of energy in the planning and operation of all of the City's facilities. More recently, specific energy reduction projects have been conducted at numerous civic facilities. These projects have consisted mostly of retrofitting existing energy using systems and/or the incorporation of renewable technologies, in cooperation with third party sources and consulting. Generally, these projects have been successful at reducing the energy use and at times our greenhouse gas emissions ("GHG") at the specific facilities targeted. However, the continuous and reliable evaluations of facility operations' (from an energy use perspective), recommendations for energy management projects, and project business case development, by way of continual detailed energy auditing and study of our facilities, have not been a part of the City's energy management program.

Corporate energy and GHG emission reduction targets are currently being developed for the City, as part of the Council adopted Sustainability Framework. To help the City meet its sustainability goals and future energy and GHG emission reduction targets, the City is looking to have detailed energy audits and studies of its facilities conducted on an on-going basis.

### **4.0 Objectives**

4.1. The purpose of this Request for Expressions of Interest ("RFEOI") is to assist the City in selecting consulting firms that offer the knowledge, expertise, service capability and proven performance to efficiently and cost-effectively provide the Services, as outlined in the Requirements of this RFEOI. Consulting firms that are selected as a result of this RFEOI process will be registered BC Hydro Power Smart Alliance members, will be independent (i.e., not connected to installation firms or manufacturers) and will support the City in realizing the following objectives:

- a) Prequalifying approximately three to five (3 – 5) consulting firms from whom the City can draw on at its sole discretion as and when required to perform energy audits and/or studies.
- b) Completion of between four to six (4 - 6) detailed energy audits and/or studies at our building facilities each year.
- c) Identification of suitable energy reduction projects.
- d) Provision of independent business case evaluations of recommended energy reduction projects.
- e) Optimization of existing energy using and management systems.

- f) Secured access to the services by way of executed Agreements with consulting firms selected as a result of this RFEOI process. The anticipated term of these Agreements will be one year with four optional one-year extensions.

## **5.0 Scope**

- 5.1. There are over eighty (80) buildings where the City is responsible for the energy costs, and the maintenance and upgrading of the energy using systems. Some of the other energy using infrastructure that the City maintains include outdoor lighting (street and sports field lighting) and pump stations (water, waste water, and drainage). These City assets consume a significant amount of energy. City buildings account for approximately 65% of the total corporate energy consumption (not including City fleet vehicles). Of that total building energy use, there are 27 buildings that account for approximately 93% of the overall building energy consumption, which include ice arenas, recreational pools, and community centres. In order to develop a reliable and consistent evaluation of those buildings' energy using systems, and the continued identification of energy saving and optimization projects, the City would like to establish a schedule and scope for revolving energy audits and/or studies at our facilities.

It is proposed that detailed energy audits and/or studies be conducted at between four to six (4 - 6) select facilities a year, beginning in year one (1), followed by the implementation of some of the recommend energy reduction projects in year two (2). After approximately five to seven (5 – 7) years of audits and energy management project implementation, the same facilities that were initially audited, would be revisited and less detailed audits would be conducted. The follow-up audits would evaluate the results of energy reduction projects, and would determine if further optimization of the existing energy using systems and/or the incorporation of new high efficiency technologies is warranted.

This audit and study program will allow the City to be able to continually identify worthwhile (economically, environmentally, and socially) energy management projects, implement those projects that are most in line with the City's needs at the time, and independently evaluate energy management projects once implemented.

Detailed energy audits of other energy using City assets (lighting and pump stations) may be conducted as well during the anticipated term of the Agreement, but due the limited scope for alterations to those assets, audits for those assets will be conducted on an as needed basis.

## **6.0 Pre-qualification Process**

- 6.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this RFEOI.

- 6.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City of Richmond the opportunity to evaluate Respondent's expertise and to select a shortlist that will be invited to submit a proposal in response to a Request for Proposals. This RFEOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

## **7.0 Requests for Proposals**

- 7.1. Respondents, who are pre-qualified as a result of this RFEOI process, may be invited to submit proposals, if required, to a Request for Proposals ("RFP") from the City of Richmond. The City anticipates that, if required, the RFP will be distributed three to four (3 – 4) weeks following the completion of the RFEOI process.

## **8.0 Qualification Criteria**

- 8.1. The successful Respondent shall demonstrated expertise and experience in energy auditing and studies, lighting and mechanical systems, energy end use profile and demand analysis, energy management project development, and project business case evaluation. The successful Respondent will also possess a high level of capability of effective and comprehensive report writing and presentation. The successful Respondent shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this RFEOI.

## **9.0 Submission Details**

- 9.1. Respondents are requested to submit three (3) copies of their Expression of Interest marked "4596 EOI – Energy Audit Consultants" to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

**3:00 pm, local time on Friday, September 23, 2011.**

- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions. Questions relating to this RFEOI may be directed to Kerry Lynne Gillis, Buyer II by email to [purchasing@richmond.ca](mailto:purchasing@richmond.ca). Inquiries and responses relating to the EOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City's website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this RFEOI.
- 9.3. Note: Any submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their submissions and

that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

## **10.0 Format Requirements**

### 10.1. Responses submitted shall consist of:

#### I. Title Page (one page)

- a. The title page should identify the EOI number identified on the cover page of these pre-qualification documents, Closing Time (as specified in section 9.1), Respondent's name, address, telephone number fax number, email address and contact person's name.
- b. Table of Contents/Index.

#### II. Corporate Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide client references, where possible.
- d. Provide a history of litigation or claims made against the Respondent during the three (3) years immediately prior to the Closing Time.

#### III. Corporate Capability and Qualifications:

- a. Describe capability (financial, experience and workload capacity) to undertake the role of Consultant.
- b. Provide resumes of proposed key personnel that you expect would be involved in performing and delivering the audits and/or studies, including the roles that the key personnel would be expected to perform.
- c. Provide a letter from a bonding company confirming the Respondent's binding capability and provide a certificate of existing commercial general liability insurance.

- d. Provide documentation confirming the Respondent's *Power Smart Alliance* registration and a summary of audits and/or studies it has completed for similar facilities.
- e. Provide any relevant registration with energy management related associations, awards, or other notable affiliations.

IV. Completed and Current Projects:

- a. List at a minimum three (3) relevant audits and/or studies that were completed for similar civic type facilities, include the name of client, value of the audits and/or studies, company personnel involved, main findings of the audits and/or studies, recommendations and client/owner references with contact names and telephone numbers.
- b. Describe capacity to undertake this project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Outline of Services to be Provided:

- a. Provide a brief discussion of your methodology and approach to providing the Services.
- b. Provide an outline of the services offered by your firm, including those relevant to the Requirements, value added services and specialized services.

**11.0 Review of Submissions**

- 11.1. The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this RFEOI.

**12.0 Inquiries**

- 12.1. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.
- 12.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate

with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

### **13.0 Non-Conforming Submissions**

- 13.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City. Notwithstanding the foregoing or any other provision of these Documents. The City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of these EOI's except the requirement of delivery of the Submission prior to Closing Time.

### **14.0 Notifications and RFP Process**

- 14.1. Following the Closing Time, the City will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their proposal under an RFP process, if required.
- 14.2. The City will not approve any change in the structure of formation of a short listed Respondent.
- 14.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:
  - a) amend the scope and description of the services to be procured under any RFP process as described in this RFEOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Respondents who meet the resulting amended requirements;
  - b) reject or accept any or all Submissions;
  - c) cancel the RFEOI process at any time and reject all Proposals; or
  - d) cancel the RFEOI process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.
- 14.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a Request for Proposal (RFP) for all or part of the requirements described herein or to enter into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its' entirety.

- 14.5. The Respondent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City of Richmond has no contractual obligations whatsoever arising out of the RFEOI process.
- 14.6. The Respondent acknowledges and agrees that the pre-qualification of a Consultant pursuant to this RFEOI is only a preliminary step in the City's procurement process. Each successful Respondent will be evaluated further under any subsequent RFP (if required) evaluation process.

### **15.0 Information Disclaimer**

- 15.1. The City and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFEOI or otherwise provided to the Respondent or Consultant pursuant to this RFEOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFEOI is provisional and will be superseded by the RFP and/or other agreement documents.
- 15.3. The City makes no representation, warranty, or undertaking of with respect to this RFEOI and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFEOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

### **16.0 Intent to Enter Into An Agreement**

- 16.1. By submission of a Expression of Interest, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for Expression of Interest.

### **17.0 Modification of Terms**

- 17.1. The City reserves the right to modify the terms of this RFEOI at any time at its sole discretion. This includes the right to cancel this RFEOI at any time without liability to any Respondent.

## **18.0 Ownership of Submissions**

18.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 22.0.

## **19.0 Right to Not Accept Any Expression of Interest**

19.1. The City reserves the right to not accept any Expression of Interest and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no Expression of Interest is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

## **20.0 No Commissions**

20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

## **21.0 Use of this Request for Expressions of Interest**

21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

## **22.0 Confidentiality, Freedom of Information and Protection of Privacy**

22.1. All submitted Expression of Interests shall become the property of the City. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this RFEOI is confidential and must not be disclosed without written authorization from the City.

## **23.0 No Claim for Compensation of Expenses**

23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.

- 23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

**24.0 Conflict of Interest**

- 24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the Expression of Interest.

**25.0 No Solicitation**

- 25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this Request for Expression of Interest.

**26.0 No Lobbying**

- 26.1. From the date on which this RFEOI is issued until the RFEOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFEOI except via the designated Contact Person in Section 9.2.

**27.0 Publicity**

- 27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Respondent's Response to this RFEOI, without the prior written consent of the City.