

REQUEST FOR QUALIFICATIONS CERTIFICATION REVIEW SERVICES

1. PURPOSE

Green Business Certification Inc. (“GBCI”) invites, through this Request for Qualifications (“RFQ”), selected organizations (“Respondents,” “you” or “yours,” “contractors,” “or other like terms”) to submit a Qualification statement to provide project certification review services for GBCI’s certification offerings, including:

- LEED Design and Construction (BD+C, ID+C)
- LEED Operations and Maintenance (O+M)

Certification review services are currently being requested for organizations that are operational in one or more the following regions:

- Europe
- China

2. BACKGROUND

GBCI was founded in January 2008 with the support of the U.S. Green Building Council (USGBC) to provide independent oversight of professional credentialing and project certification under the Leadership in Energy and Environmental Design (LEED) green building rating system. Today, GBCI is the premier organization for independently recognizing excellence in green business industry performance and practice globally. As the interest in LEED and other GBCI certification programs continues to grow in the US and around the globe, GBCI is seeking support from qualified organizations to deliver our certification services in select regions.

This Request for Qualifications (RFQ) process is applicable to organizations intending to perform certification review services for the certification programs listed above. This RFQ process is intended to identify organizations meeting the minimum qualifications necessary to perform the intended services.

3. SCOPE OF SERVICES

We are seeking a team with industry experience, technical expertise, and project management skills to deliver certification review for USGBC and GBCI programs. This includes technical reviews of certification applications, customer service, quality management, and logistical coordination.

- **Project Reviews.** Perform high quality, in-depth, impartial, third-party reviews of project submissions that consistently consider the rating system requirements, and all published USGBC and GBCI guidance, policies, and procedures. This includes technical review of design, construction, and operations documentation submitted with certification applications and on-time, administrative coordination of the review process. Review team organizations review project documents and submit comments to project teams that serve as the core communication regarding their certification application. These comments typically describe aspects of the certification application package that fall short of published requirements and identify and explain any further documentation needed to comply with requirements. Review teams must make informed, reasonable, and technically accurate judgments, to the extent possible, about the adequacy of the technical documentation submitted.

- **Customer Service.** Respond to all review/project-specific enquiries related to the review team's assigned certification reviews. These may consist of issues that can be addressed via written correspondence or may involve a request to hold a call with the project team to discuss review/project specific issues.
- **Quality Management.** Provide internal QA/QC Assessments of your team's certification review and customer service work in general accordance with the requirements of ISO/IEC 17065. Metrics should be developed and reported on and audited against during an internal audit process.
- **Coordination.** Participate in periodic regularly scheduled conference calls requested by GBCI. Assist in conceiving and developing improvements to the certification review process based on personal knowledge and vision, data analytics, or user feedback. Liaise with GBCI, USGBC, and other standard developers and their associated technical committees. Maintain currency of expertise by staying abreast of new and developing industry issues and trends.

4. QUALIFICATIONS

Qualifications are being requested for the organization as well as the proposed review team which needs to include multiple individuals with the right competencies to deliver the requested services.

Organization

- **Quality Management.** Accredited or aligned with ISO 17065, ISO 9001, or equivalent. To be eligible for consideration, an organization must have documented quality management systems that cover the following key elements:
 - Organizational chart
 - Roles and responsibilities and/or job descriptions
 - Initial and continual training of personnel
 - Periodic (usually annual) assessment of staff performance
 - Confidentiality controls
 - Conflict of interest statement
 - Document control
 - Internal audit
 - Management review
 - Financial stability

Compliance to the above criteria can be demonstrated in either by achieving accreditation to ISO 17065 or ISO 9001 from an accreditation body that is a member of the International Accreditation Forum (IAF), or by submitting a quality manual and supporting documentation showing compliance with the elements listed above.

- **Approvals.** Approved to conduct conformity assessment services by the national or regional authority that the review team is operating in, as applicable.

Review Team(s)

Operations

- Operational within the region, or regions, of interest
- Fluency (written and oral) in English and the official language(s) in the region of operations
- Capacity to provide the listed review competencies, perform quality control oversight, and program administration services.

- Current quality policies and certification review quality approach

Competencies

- Knowledge and understanding of green building industry standards, current trends, and environmental, social, and human health benefits of the certification programs administered by GBCI.
- Experience with a variety of high-performance building projects, including LEED projects and/or specialization in a high-performance building attribute.
- Detailed technical understanding of and experience with common environmental building codes and standards (e.g., ASHRAE 90.1, ASHRAE 62.1, ASHRAE 55, California Title 24, IPMVP Vol. III, IESNA RP-33, ASHRAE 189, IECC, UPC, IPC), and their equivalent European building standards when applicable (e.g., EN 15978, Arbeitsstaettenrichtlinie ASR 5 or ASR A3.6, IEC 61672- 1:2013, EN 16247-2:2014).
- Demonstrated competence in the technical areas, as indicated in the chart below, to ensure complete coverage for LEED D+C and LEED O+M at a minimum.

	LEED D+C	LEED O+M	LFC, LEED ND	TRUE	SITES
Architectural design and building construction	Required	Required	Required	Optional	Required
Sustainable site development and landscape design	Required	Optional	Optional	Optional	Required
Energy modeling ¹ , HVAC design, Cx	Required	Required	Optional	Optional	Optional
Building materials, including waste management	Required	Required	Required	Required	Required
Decarbonization	Required	Required	Required	Required	Required
Water efficiency and quality	Required	Required	Required	Optional	Required
Indoor environmental quality	Required	Required	Required	Optional	Optional
Ecological conservation + restoration	Required	Optional	Required	Optional	Required
Neighborhood/master planning	Optional	Optional	Required	Optional	Optional
Land use and zoning; urban planning	Optional	Optional	Required	Optional	Optional
Facilities operations + management	Optional	Required	Optional	Required	Required

- 1. Additional requirements related to Energy Modeling:
 - Direct professional experience in mechanical system design and energy modeling

- Direct experience with at least 10 energy models for commercial projects by consulting on, creating or reviewing compliance with ASHRAE Std. 90.1, California's Title-24 or equivalent local code]
- Direct experience using energy modeling programs for commercial buildings (eQuest, EnergyPro, Trace, HAP, Visual DOE, etc.) and understanding of their input and output summary documentation

Individual Reviewers

- Bachelor's degree required (Master's degree preferred) in a field of study related to one or more of the following specialties:
 - Architecture (architecture, landscape architecture, interior design)
 - Engineering (mechanical, civil, structural)
 - Planning (urban/transportation/environmental planning, urban design)
 - Construction Management (or associated discipline)
 - Building Operations (facility management, property management)
 - Environmental Science (ecology, biology, environmental management/policy)
- Professional license(s) preferred (e.g., registered architect, professional engineer, urban planner, NCIDQ, licensed landscape architect)
- Credential requirements: LEED AP
- Relevant experience

5. SUBMISSION INSTRUCTIONS

All qualifications submissions must include a description of Organizational, Review Team, and Individual Reviewer qualifications.

GBCI CONTACT

- The designated GBCI Contact is:

Micah Silvey, VP Certification, msilvey@gbc.org
- Secondary GBCI Contact is:

Jessica Gracie-Griffin, Quality Director, jggriffin@gbc.org

All responses, communications, and questions regarding this RFQ must be directed electronically to both the GBCI Contact and Secondary Contact listed above.

Responses are limited to 10 pages (not including attachments listed below) of substantive content directly addressing the scoring criteria defined below. Resumes, project case studies, etc. may be attached as necessary.

The RFQ response must include the "RFQ Response and Authority Letter" in the form of Attachment A, executed by an authorized representative of the Respondent, confirming that the Respondent representative submitting the RFQ has the authority to provide the information on behalf of Respondent.

All RFQ responses must include the "Confidentiality Agreement" in the form of Attachment B.

RFQ Responses to undertake this work should be submitted no later than midnight (12 AM) Eastern Time (+4 UTC), [October 4, 2024]. GBCI will not consider any Responses received after the deadline.

- **EVALUATION CRITERIA AND TIMELINE**

Responses submitted by the deadline will be assessed using the following criteria:

Category	Weight	Details
Organization	30%	-Quality Management -Approvals, if needed
Review team(s)	50%	-Operations -Competencies
Review team member qualifications	20%	-Educational background -Licenses held (e.g., engineering, architecture, etc.) -Relevant professional experience (e.g. types and durations)

- **TERMS AND CONDITIONS**

- **Issuance** - Receipt of this RFQ in no way constitutes a legal offer to enter into a business relationship. This RFQ is not an offer or an order and does not bind GBCI or any of their affiliates to any obligations.
- **Guarantee** - GBCI cannot guarantee a specific volume of work assigned to any one organization.
- **Validity of Response** - Your response to this RFQ will remain valid for one hundred twenty (120) days after the date of submission.
- **Additional Terms and Conditions** - Neither this RFQ, nor your response to this RFQ, grants any rights of ownership, licenses, or any other intellectual property rights. Your response shall not be construed as creating any agency, partnership, joint venture, or any other such relationship with GBCI or any of their affiliates.

Neither your participation in this RFQ process, nor your disclosure of, or GBCI's receipt of, your proprietary information shall constitute or imply any promise or intention by GBCI to negotiate with you, to enter into a business arrangement with you with respect to your products or services, or to commit to offer any of your products or services.

APPENDIX

- Please include Attachment A - RFQ Response and Authority Letter with your RFQ submission.
- Please include Attachment B - Confidentiality Agreement with your RFQ submission.

RFQ RESPONSE AND AUTHORITY LETTER

In response to the Request for Qualifications – for Certification Review Services (“RFQ”), [COMPANY NAME] (“Respondent”) hereby proposes to Green Building Certification Institute (“GBCI”) to be qualified to perform services outlined in the RFQ. The undersigned is Respondent’s [OFFICER] and is authorized to execute this RFQ Response and Authority Letter, to make the certifications contained herein and to submit Respondent’s Response to the RFQ.

Respondent agrees that Response constitutes an accurate representation to GBCI that cannot be withdrawn for one hundred twenty (120) calendar days from the Response due date.

The undersigned certifies that (i) Respondent has examined and is fully familiar with all of the provisions of the RFQ, which is subject to additions/revisions by GBCI alone or in discussions with Respondent; (ii) Respondent’s responses to the RFQ are accurate; (iii) Respondent has carefully checked all the words and figures and all statements made in its Response; (iv) Respondent has satisfied itself with respect to the nature, scope, and volume requirements of the RFQ, and has determined that its offering can meet such requirements; (v) Respondent understands the nature and scope of the work required to implement, offer and execute the services described in the RFQ, including the location of Respondent’s performance and other matters which in any way affect the work required or the cost thereof. Respondent hereby agrees that GBCI will not be responsible for any errors or omissions in Respondent’s Response.

The undersigned hereby certifies that he or she is authorized to bind Respondent to this Response and to a contractual agreement resulting there from. The undersigned acknowledges that neither the submission of any Response nor any correspondence or other communications with GBCI or its representatives shall create any contractual obligation on the part of GBCI, unless and until a fully authorized and executed agreement is made between the parties.

Attached hereto and incorporated herein and made a part of Respondent’s Response are the required data and information that may be later delivered to GBCI at GBCI’s request, and all other information which Respondent desires to be considered as part of this Response. Respondent acknowledges that information submitted with this Response which Respondent requires to be incorporated into a definitive agreement has been so identified by Respondent. Respondent further acknowledges that GBCI, at its option, may incorporate any of the information submitted by Respondent into a definitive agreement between the parties.

The undersigned also acknowledges receipt, understanding and full consideration of the following addenda to the RFQ. If no addenda have been received, enter “none” here:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, [2024] between _____ (“Respondent”), a _____ [type of entity and state of incorporation or formation] with offices at _____, and Green Business Certification Inc. (“GBCI”), with principal place of business at 2101 L Street, NW, Suite 600, Washington, D.C. 20037. Contractor and GBCI (collectively, the “Parties”) agree as follows:

WHEREAS, Respondent desires to respond to a Request for Qualifications from GBCI regarding the potential engagement of Respondent to provide certification review services, and the Parties are desirous of speaking with each other and sharing information regarding the same (the “Discussions”);

WHEREAS, the Parties recognize that surrounding such Discussions, they may exchange certain information relating to each of their respective businesses and operations which they deem confidential and proprietary; and

WHEREAS, the Parties desire to protect their Confidential Information (as defined below) pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties agree as follows:

- (1) For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” As used herein, “**Confidential Information**” includes any information in any format that the Recipient has obtained or obtains from the Discloser, whether or not reduced to tangible form or marked in writing “proprietary” or “confidential,” which relates in any way to the personal, private, financial, or business affairs of the Discloser, including, but not limited to, personal, financial, and business records, correspondence and other communications, technical information, financial information, business and product plans, investment information, intellectual property, and any desires to protect against unrestricted disclosure or competitive use, and which is furnished in the context of the Discussions and either marked “confidential” or “proprietary” or is reasonably understood by the receiving party, because of the nature of the information, to be confidential or proprietary. The fact that the Confidential Information has been made available in the context of the Discussions and that the Discussions are taking place shall also be considered Confidential.

Notwithstanding the aforementioned, Confidential Information shall not include information which (i) is or becomes available from public sources through no wrongful act of the Recipient; (ii) is already in the Recipient’s possession prior to the date of this Agreement without an obligation of confidentiality, except for information disclosed during discussions related to this Agreement; (iii) is rightfully disclosed to the Recipient by a third party with no obligation of confidentiality; (iv) is independently developed by the Recipient; or (v) is required to be disclosed pursuant to any court or regulatory order served on the Recipient or is otherwise required by law or governmental authority to be disclosed by the Recipient.

- (2) Each party agrees that it and its directors, officers, employees and, to the extent it may be applicable in the case of Respondent, partners of Respondent (collectively, “**Representatives**”), shall use the Confidential Information solely in connection with the Discussions. Each party further agrees that it and its Representatives will keep in confidence pursuant to the terms of this Agreement, and prevent the disclosure in any manner whatsoever in violation of the terms of this Agreement any Confidential Information received from the other party; provided, however, that

(i) each party may make any disclosure of such information to which the other party gives its prior written consent, and (ii) Confidential Information may be disclosed by a party to its Representatives who need to know such information for the purpose of the Discussions. All of the Representatives to whom a party discloses Confidential Information shall be bound by obligations of confidentiality with respect to such information that are no less stringent than those contained in this Agreement, and each party shall be responsible for any breach of this Agreement by any of its Representatives. Each party will promptly notify the other party upon its discovery of any unauthorized use or disclosure of the Confidential Information of the other party. As between the Parties hereto, the provisions of this Agreement shall supersede the provisions of any legend that may be affixed to said data by the disclosing party.

- (3) Each party agrees, upon written request at any time, to return or cause to be returned to the disclosing party or destroy any Confidential Information furnished to it or its Representatives by or on behalf of the disclosing party. In the event of such request, all other reports, analyses and other written material containing or reflecting any information in the Confidential Information prepared by the receiving party or its Representatives shall be destroyed and no copy thereof shall be retained and, upon written request, the receiving party shall certify in writing to the requesting party that such action has been taken. Notwithstanding the return or destruction of the Confidential Information, the receiving party and its Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder. Notwithstanding the other provisions of this Section (3), if Respondent is engaged to provide the services contemplated by the Discussions, Respondent shall be entitled to retain one copy of its work papers containing Confidential Information of GBCI and provided further that Respondent may, in accordance with applicable legal, disaster recovery and professional requirements, store copies of Confidential Information in an archival format which may not be returned or destroyed but which would remain subject to the confidentiality obligations set forth herein.
- (4) In the event that either party or any of its Representatives is required (by law, regulation, professional standard, court order, oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information of the other party, such party shall, notwithstanding any provisions of this Agreement to the contrary be entitled to disclose such Confidential Information in response to such requirement, provided, however, that such party shall, unless prohibited by applicable law, provide the other party with prompt written notice of any such requirement so that the other party may at its sole cost and expense seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, this disclosing party agrees to (i) furnish only that portion of the Confidential Information for which the disclosing party is advised by opinion of counsel is so required to be disclosed and (ii) exercise its reasonable commercial efforts to obtain assurance that the Confidential Information will be accorded such confidential treatment.
- (5) Respondent agrees that if it is not engaged to provide the services contemplated by the Discussions that it shall not invoice GBCI for any fees or expenses related to the Discussions.
- (6) The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products or otherwise conduct business without use of the other party's Confidential Information. Nothing contained in this Agreement, whether by express grant, implication, estoppel or otherwise, shall create in either party any right, title, interest or license in or to the patents, technical data, computer software or software documentation of the other party.
- (7) Nothing contained in this Agreement shall grant to either party the right to make commitments of

any kind for or on behalf of the other party without the prior written consent of the other party.

- (8) Each party further understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement by the other party or any of its Representatives and that each party shall be entitled to seek equitable relief, including an injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a party or its Representatives of this Agreement, but shall be in addition to all other remedies available at law or equity to the non-breaching party.
- (9) This Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings or agreements regarding the matters which are the subject hereof. This Agreement shall not be modified or amended, except in a written instrument executed by the Parties.
- (10) This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not unreasonably be withheld. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another corporation. This Agreement shall benefit and be binding upon the successors and assigns of the Parties hereto.
- (11) This Agreement shall be governed and construed in accordance with the laws of the District of Columbia without giving effect to such state's principles of conflicts of laws.
- (12) All notices required under this Agreement shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective Parties as shown below. Notice shall also be required to be given by telephone, facsimile, and electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.
- (13) If Respondent is engaged to provide the services contemplated by the Discussions this Agreement shall terminate in full and be of no further force or effect and all obligations of each party with respect to the Confidential Information of the other party shall be as set forth in the engagement agreement relating to such engagement.
- (14) "Proprietary Information" means non-public information relating in any way to Discloser's business that is not a Trade Secret and that is provided to Recipient by Discloser. "Trade Secret" has the meaning ascribed to that term in the Uniform Trade Secrets Act. Regardless of any other provision herein:
 - a. All Proprietary Information shall be safeguarded by Recipient as required by this Agreement for a period of five (5) years from the date of disclosure to Recipient.
 - b. All Trade Secret information shall be safeguarded by Recipient as required by this Agreement in perpetuity or for so long as such information remains a Trade Secret under applicable law, whichever occurs first.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the day and year first above written.

[NAME OF RESPONDENT]

By:

Date

GREEN BUSINESS CERTIFICATION INC.

By:

Date
