



Hinds County
MISSISSIPPI
FOUNDED 1821 * POPULATION 248,643

HINDS COUNTY (MS) BOARD OF SUPERVISORS

Request for Qualifications for Energy and Utilities Performance Contracting Services

April 2017

Hinds County, MS, Mississippi
RFQ for Energy and Utilities Performance Contracting Services

Request for Qualifications Content

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REQUEST FOR QUALIFICATIONS (RFQ)

Issued by

Hinds County (MS) Board of Supervisors

For Energy and Utility Savings Performance Contracting Services

INTRODUCTION

Hinds County (MS) Board of Supervisors (hereinafter referred to as “Customer”) seeks specific qualifications from certified Energy Services Companies (ESCOs) that are capable of providing a comprehensive County wide energy management program for all facilities owned and/or managed by the Customer.

GENERAL RESULTS DESIRED

The Customer seeks a broad range of services and capital improvements in order to reduce the consumption and related costs of energy use in all owned facilities. These services and capital improvements will be provided and financed through a performance-based contract with a guarantee of savings under which the Customer: a.) incurs no initial capital costs; b.) achieves significant long-term savings; c.) achieves a guarantee for energy savings and operations and maintenance (O&M) savings which can include material, labor and avoided future equipment replacements; d.) Obtains consistent levels of occupant comfort and building functionality. All proposed O&M savings must be clearly documented and will be rigorously reviewed by the Customer.

The Customer seeks to maximize energy savings and related improvements. Within the framework of available financing, therefore, ESCOs are encouraged to advocate the installation and implementation of improvements providing the greatest possible energy and O&M savings. Essential services and improvements sought are those that will reduce energy consumption in the Customer's facilities, upgrade capital energy-related equipment, improve building operations and maintenance, save costs through fuel switching or improved demand management, aid in meeting environmental management responsibilities and improvements to Wi-Fi/internet based communications/technology systems and achieves fuel savings and equipment performance for all fleet vehicles. The selected ESCO shall provide the Customer a comprehensive program which shall include but not limited to the following: Improvements in fuel consumption and maintenance costs for the customer's vehicles and fleet equipment to include alternative fuel vehicles and conversion of existing fleet vehicles from gasoline/diesel to natural gas.

Improvements must result in a guaranteed energy savings with the ESCO payments linked to actual measured reductions in energy cost or consumption. No contract shall exceed 20 years in duration and is subject to annual appropriations. The energy savings achieved by the installed energy efficiency measures (EEMs) need to be sufficient to cover all project costs including annual maintenance and monitoring fees for the duration of the contract term. At a minimum, the energy savings guarantee should be structured to correspond to the annual financing costs associated with the project. The contract is subject to approval and review by the Mississippi Development Authority - Energy and Natural Resources Division. The Customer reserves the right to conduct multiple phases and/or enter into multiple contracts with selected ESCO for this RFQ. The Customer also reserves the right to enter into a Performance Contract and/or an Energy Services Agreement, as defined, under MS Code 31-7-14 with selected ESCO for this RFQ.

REQUIRED SYSTEMS AND SERVICES CAPABILITIES

ESCOs must have the demonstrated technical and managerial capabilities to address a broad range of building energy systems and provide a comprehensive set of energy services. Energy systems include, but are not limited to, heating, ventilation and air conditioning systems, lighting, windows, insulation and energy management controls, telephone systems, life safety measures that provide long-term, operating-

cost reductions, building operation programs that reduce operating costs, other energy-conservation-related improvements, including improvements or equipment related to renewable energy, water and other natural resources conservation, including accuracy and measurement of water distribution and/or consumption, other equipment, services and improvements providing energy efficiency, and improvements to Wi-Fi/internet based communications/technology systems.

Energy services include, but are not limited to, an investment grade technical energy audit and report; the design, acquisition, installation, modification maintenance, commissioning, monitoring and training in the operation of new and/or existing energy systems which will reduce energy consumption associated with the heating, ventilation and air conditioning system, the lighting system, building envelope, water usage, and other energy using devices, as well as for savings which would not reduce consumption per se, but are aimed at cost savings related to energy use, such as sewage, solid waste collection, fuel switching or demand reductions. **Any stipulated energy and/or non-energy cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Customer.** Additional services may include continuing O&M for all improvements and/or training of the Customer's staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification (M&V) services include appropriate measurement and reporting of the performance and savings from improvements.

Other Energy Conservation or Related Operational Improvement to include, but not limited to, improvements related to renewal energy (solar energy, geothermal energy, ect.), water, fleet operations equipment to include alternative fuel/natural gas and/or hybrid vehicles, tire inflation technologies, and any other equipment, services and improvements providing energy and utilities efficiency.

OVERVIEW OF TERMS AND CONDITIONS

Contract Term. No contract shall exceed 20 years in duration and is subject to annual appropriations.

Guarantee. Improvements and services must result in guaranteed minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. A guarantee is required to be greater than the project costs. The combined savings achieved by the installed projects must be sufficient to cover all project costs, including debt service, and all ESCO fees for services for the duration of the contract term. ***At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project.*** Payments must be linked to actual measured post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. **The guaranteed savings must be achieved each year.** Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by the Customer, and will not be allocated to future annual savings guarantees or shortfalls in other years. ***NOTE: The Customer also reserves the right to enter into an Energy Services Agreement, as defined, under MS Code 31-7-14 with selected ESCO for this RFQ should they decide to that is the best course of action.***

Financial Review. Detailed financial projections of project benefits are dependent upon the scope of technical retrofits finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering study and negotiation of the project structure. Respondents are encouraged to carefully review the evaluation criteria in the RFQ under Financial Approach and to respond as fully as possible.

O&M Savings. Any O&M cost savings proposed by the selected ESCO will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.

Investment Grade Technical Energy Audit Report. The technical energy audit report must include estimates of savings for each measure and must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt service.

DESCRIPTION OF THE PROCUREMENT PROCESS

It is anticipated that the process for the procurement of these energy services will proceed in three stages.

- 1.) **SUBMISSION OF WRITTEN QUALIFICATIONS:** The Customer through its designated representatives will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in Section 37-7-14 (b) (ii). To aid the Customer in review of the submissions, the Customer may request oral interviews from the proposing, however this will be decided once submissions have been received. The Customer will select the most qualified ESCO's to proceed negotiations of an Investment Grade Audit (IGA) agreement,
- 2.) **SELECTION OF ESCO TO DEVELOP CONTRACT:** Based on the consensus of the Project Evaluation Team and approval by the Customer, the best qualified ESCO will be selected to conduct a complete Energy Analysis of the facility and propose contract terms concerning a complete set of proposed energy improvements, the timetable for completing engineering and construction work, a detailed description of services to be provided, specific financing arrangements and terms, and an estimate of energy savings, as well as special conditions offered by the company. The Customer intends to negotiate a final Energy Services Agreement (ESA) for these services, which includes a minimum savings guarantee. If an acceptable contract cannot be reached within 90 days from the date of ESCO selection, negotiations with the second-ranked ESCO may be initiated.

SITE INFORMATION:

Due to the limited availability of staff by the Customer, site visits will not be made until after the selection of the ESCO to ensure minimal disruption to the operations of the facilities. Any information about the size, conditions, etc. of the facilities can be requested by an email request to the below point of contact. The Customer will attempt to supply information requested to the proposing ESCO's to assist in the response to the solicitation, however, only request received via email communication will be responded to and all information provided will be provided to each firm who request a copy of the solicitation. The Customer during this phase of the solicitation is more concerned with each ESCO's general approach to developing projects.

RESTRICTION OF CONTACT

From the issue date of this RFQ until the Customer selects a respondent for award, the contact person listed below is the sole point of contact concerning this RFQ. Any violation of this condition may be cause to reject the offending ESCO's submission. If it is discovered that ESCO has engaged in any violations of this condition, the offending ESCO's response may be rejected or contract award rescinded. ESCOs must agree not to distribute any part of their submissions. An ESCO that shares information contained in its submission with other Customer personnel and/or competing ESCO personnel may be disqualified.

Direct all inquiries concerning this RFQ to:

Carmen Y. Davis, County Administrator
601-968-6501
cdavis@co.hinds.ms.us

SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit original and 5 copies of Attachment D (ESCO Response). All submissions become the property of the Customer and will not be returned to the ESCO.

The format of the response shall contain the following information, in the following sequence and format.

Title Page
Executive Summary
Table of Contents

The Customer reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in its best interest to do so. All costs associated with submission preparation will be borne by the submitting company.

ATTACHMENTS

To aid companies in their response to this request the following items are attached.

Attachment A: Proposed Project Schedule

Attachment B: Evaluation Criteria

Attachment C: Terms and Conditions

Attachment D: ESCO Response

ATTACHMENT A

PROPOSED PROJECT SCHEDULE

The following schedule is the proposed schedule, and may change during the project.

Activity	Dates
Advertise/Issue RFQ	4/27/17 & May 4, 2017
Site Visits	TBD
Written Qualifications Due	5/25/2017
ESCO Selection	June/2017
Project Development Agreement approved by Board	July 5, 2017
Preliminary Contract Negotiations	TBD
*Technical Energy Audit Executed	TBD
*Audit Report Submitted	TBD
*Negotiations and Execution of Energy Services Agreement (including approval by MDA-Energy and Natural Resources Division)	TBD
<i>*If necessary</i>	

**AT
TACHMENT B
EVALUATION CRITERIA**

The criteria listed below will be used in the evaluation of written submissions, interviews with previous ESCO clients, and the responses of ESCOs during oral interviews, as appropriate. These criteria will be applied and interpreted solely at the discretion of the Customer. Written responses should include all necessary information that is pertinent to these evaluation criteria. Additional information required for the proper assessment of written submissions may be requested from the ESCO at the discretion of the Customer. The criteria are not ranked in order of importance.

Experience

(Scoring weight: 30%)

ESCOs experience with implementing guaranteed energy and utilities savings contracts (specific branch office or project team members assigned to this project).

Identify qualifications and experience of ESCOs personnel and their professional credentials (P.E., C.E.M., C.E.L.P., G.B.E., L.E.E.D., etc.)

Documented energy, utilities and other savings performance of other previous projects in MS

Ability to manage construction and complete all phases of the project on schedule

Quality of *Project History* and *Client Reference* documentation

Previous experience of using local minority owned firms in projects

Membership in organizations (national and local) that promote local minority hiring practices

Project Management

(Scoring weight: 15%)

Responsiveness to overall Customer goals identified in the RFQ and attachments and clarity, organization, and level of detail in written submission

Comprehensiveness of management, maintenance and monitoring services offered

Ability to interface with ESCO's project management and team with the County's administration

Demonstrated ability to coordinate project construction with the County, its project team and any consultants, local utility providers, subcontractors, equipment suppliers, facility personnel and occupants. A high priority will be given to the facility occupant hours of operation and preference of duration of any interruption of occupant performance and facility service.

Ability to effectively manage construction, renovation, repair, regular services and emergencies

Quality of provisions for training the County's facility staff

Clear assignment of responsibility for various project tasks to specific individuals

Ability to complete all phases and requirements of the project improvements on schedule and with minimum interruption to the County's mission, facilities and day-to-day operations

Quality of monitoring, maintenance, and measurement and verification services on past Projects

Technical Approach

(Scoring weight: 30%)

Quality of preliminary technical approach to the project and understanding of existing building systems and conditions

Reliability of equipment performance on past projects

Quality of the *Sample Investment Grade Technical Energy Audit*

Quality of proposed training for staff

Quality of baseline energy and utilities calculations

Quality of approach to savings calculations and measurement

Opportunity Assessment for the County based on initial information budget and energy consumption of buildings and facilities provided

Quality of *Sample Measurement and Verification Plan*

Quality *Sample Commissioning Plan*

Documented energy and utilities savings of previous projects managed by the ESCO

Reliability of equipment performance of ESCO's past performance contracting projects based on reference evaluations

Financial

(Scoring weight: 25%)

Financial soundness and stability of the ESCO*

***(All submitted responses must include all requested financial documents listed in Section 9 under ESCO PROFILE FORM. Non-submittal is grounds for automatic disqualification)**

Ability to arrange project financing and description of available sources including cooperation with the County for and self-generated funds through bonds, local banks, budget surplus, state and federal grants, etc.

Terms of the guarantee of the projects performance

Documentation of ESCO's ability to comply with the minimum bonding and insurance requirements of the project

ESCO's flexibility of contract to accommodate needs and goals of the County

The establishment, application, and interpretation of the above criteria shall be solely within the discretion of the County. The County reserves the right to reject any and all submissions.

ATTACHMENT C

CONTRACT TERMS AND CONDITIONS

The minimum conditions the Customer will accept from the selected ESCO are described below. This section defines the scope of services related to the technical requirements that will be included in any final contract. It also defines the key contractual provisions.

1. **Scope of Services** (Technical Requirements)

The Scope of Services must be included in any performance contract the Customer enters into, and must include the following items at a minimum:

- a. **Investment Grade Technical Energy Audit and Report.** The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the Customer. If the Customer decides not to enter into a contract after the audit report has been accepted, the Customer agrees to pay the cost of the audit as stated in the submitted response to this RFQ, provided that all contract terms and conditions of the audit have been met by the ESCO. Note: These conditions have been described previously and can be negotiated into the audit contract. Debt service for each measure is not likely to provide useful information unless there is something specific to MS law that requires it.
- b. **Standards of Comfort.** Specific standards of comfort, safety and functionality will not be degraded from the existing condition and/or shall meet minimum established industry standards. The ESCO will be responsible for maintaining the levels of comfort for each building as specified in the Technical Facility Profile or in any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.
- c. **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract.
- d. **Third Party Review.** The use of a 3rd party engineer or engineering firm to specifically review M&V is a requirement for state agencies with Energy Savings Performance Contracts. Third party review is optional for other public entities. The third party reviewer must be chosen by the entity without input from the ESCO. The 3rd party reviewer must be neutral and the review of M&V must be paid out of the savings, not paid by the ESCO or the entity.
- e. **Guaranteed Savings.** The Customer requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the Customer the amount necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.
- f. **Annual Interest Rate.** The annual rate of interest paid under any lease-purchase agreement entered into by the Customer shall not exceed the maximum interest rate to maturity on general obligation indebtedness permitted under §75-17-101 of the Mississippi Code.
- g. **Construction Management.** The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the Customer to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.

- h. **Equipment Standardization.** All equipment installed that is comparable to similar equipment at other sites operated by the Customer shall be of the same manufacturer for standardization of equipment agency wide, unless otherwise accepted by the Customer.
- i. **Maintenance Manuals.** At least 3 maintenance manuals for each site will be provided for all equipment replacements and/or upgrades at each location. Manuals are subject to approval of Customer.
- j. **As-Built Drawings.** Where applicable, ESCO must provide by mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with the Customer) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completion of installation.
- k. **Maintenance Services.** Maintenance services shall be negotiated between the Customer and ESCO and described in the detail in the final contract.
- l. **Customer Activities.** Customer reserves the right to make energy improvements to the work sites and to monitor the performance of the installations independently of the ESCO.

2. Contractual Provisions

Key elements that must be provided for in any performance contract that Customer enters into will, at a minimum, include the following:

- a. **Written Submissions.** The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between the Customer and the contractor.
- b. **Meeting Project Schedule.** The ESCO must provide a final schedule of project milestones including equipment-servicing and preventive maintenance provisions that will become part of any final contract. ESCO is responsible for meeting schedule deadlines. In the event any milestone or service provision is not met as scheduled without prior approval from the Customer, the Customer reserves the right to consider it a default and withdraw from all contractual obligations without penalty.
- c. **Customer Inspection.** The Customer must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. The Customer shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of this agreement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three years after close-out. The Customer retains the right to have its representative visit the site during the analysis and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors.
- d. **Final Approval of Customer.** The Customer retains final approval over the scope of work and all end-use conditions.
- e. **Repayment of Project Financing.** The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by the Customer that the project is fully installed and functioning.
- f. **Property of Drawings, Reports and Materials.** All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of the Customer and will be delivered to the Customer as needed or upon completion of construction.

- g. **Compliance.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all Customer regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from is contract. The contract must comply with the statutory provisions of §31-7-14 of the Mississippi Code.
- h. **Handling of Hazardous Materials.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all reasonable Customer rules relative to the premises. In the event the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. The State may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.
- i. **Methodology to Adjust for Changes.** The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.
- j. **Hiring and Wage Requirements.** The ESCO will comply with all requirements for the payment of prevailing wages, and for minority and women-owned business enterprises.
- k. **Subcontractor Approval.** The Customer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.
- l. **Bonding Requirements.** The ESCO will provide to the Customer assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.
- m. **ESCO Insurance.** Prior to the commencement of work, the ESCO must provide evidence of the required levels of insurance for both the construction and operations phases of the project.
- n. **Guaranteed Cost Savings.** Improvements and services must result in guaranteed minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. A guarantee is required to equal the calculated savings attributable to all energy and operating saving measures during the contract period, in accordance with §31-7-14 of the Mississippi Code, as amended. The combined savings achieved by the installed projects must be sufficient to cover all project costs including debt service and contractor fees maintenance, monitoring and other services, for the duration of the contract term. At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project. Payments must be linked to actual measured post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by Customer, and will not be allocated to shortfalls in other years or credited to future annual savings guarantees.
- n. **Applicability of O&M savings.** Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.

- o. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.
- p. **Contract Term.** No contract shall exceed 20 years in duration and is subject to annual appropriations.
- q. **Contract Expiration and Renegotiation.** At the time of contract expiration, the Customer will have the option either to renegotiate the contract or terminate it without penalty.
- r. **Contract Renegotiation.** Customer reserves the right to renegotiate the awarded contract if warranted, due to changes in the regulatory or utility climates or in the Customer's use of energy.
- s. **Post-Contract Preventive Maintenance Schedule.** Upon completion of the contract, the ESCO shall provide to Customer a single comprehensive schedule of necessary preventive maintenance for all installations for the five (5) years following contract close-out.
- t. **Assignment Approval.** The Customer will have the right of approval for assignment of the performance contract to a different ESCO.
- u. **Non-Appropriations Clause.** Payments will be subject to annual appropriation in accordance with the provisions contained in §31-7-14 of the Mississippi Code, as amended.

ATTACHMENT D

ESCO RESPONSE AND ESCO QUALIFICATIONS/APPROACH TO PROJECT

WRITTEN SUBMITTAL INFORMATION

General Information:

Failure to complete any question in whole or in part, or any deliberate attempt by the respondent to mislead the Customer, may be used as grounds to find the proposing ESCO ineligible.

All submissions become the property of Customer and will not be returned to the ESCO.

All costs associated with submission preparation will be borne by the submitting ESCO.

Please use double-sided copying where possible to reduce paper use.

Submit The Following:

- a. **Attachment D: "ESCO Profile Form" and "ESCO Qualifications and Approach to Project"**

Quantity: The ORIGINAL and Five (5) copies;

- b. Companies are required to submit the following number of copies of the following documents:

Sample Investment Grade Energy Audit	<u>5</u> copies
Sample Savings Measurement and Verification Plan	<u>5</u> copies
Sample Project Commissioning Plan	<u>5</u> copies
Sample Maintenance Plan	<u>5</u> copies
Sample Customer Savings Report	<u>5</u> copies
Audited Financial Statements	<u>5</u> copies

- c. **Cover Sheet** to accompany each of the above submittal, as given below.

To: Hinds County, MS
Attn: Carmen Y. Davis
316 South President Street
Jackson, MS 39201

Response to RFQ - Energy Performance Contracting Services

Date: _____

From: _____

Firm Name: _____

Address: _____

General Phone Number: _____

Contact Person Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail Address (if applicable): _____

Submit To:

Overnight and Mailing Address:

Hinds County, MS
Attn: Carmen Y. Davis
316 South President Street
Jackson, MS 39201

Due Date:

Submittal must be *received* at the above address no later than 10:00 AM on or before 5/25/17.

For further information, please contact:

Hinds County
Attn: Carmen Y. Davis
601-968-6501
cdavis@co.hinds.ms.us
316 South President Street
Jackson, MS 39201

ESCO PROFILE FORM

NOTES:

- ESCO may request an electronic copy of this form for easier preparation.
- ESCO must address all questions. If not applicable, enter "N/A. "

1. General Firm Information

FIRM'S NAME:		
MAILING ADDRESS:		
PHYSICAL ADDRESS:		
CITY:	STATE:	ZIP:
COUNTY:		
PHONE:		
FAX:		
E-MAIL:		
WEBSITE:		

Names, Titles and Phone Number of two principal contact persons:

NAME	TITLE	PHONE

Submittal is for: Parent Company Division Subsidiary Branch Office

List any Division or Branch Offices that will participate materially in the development of the submission, and/or in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable)

Name: _____

Address: _____

Former Name(s) of Firm (if applicable)

Name: _____

Address: _____

2. Date Prepared: _____

3. Type of Firm: Corporation Partnership
 Sole Ownership Joint Venture

4. Federal Employer Identification Number: _____

5. Year Firm was Established: _____

6. Please indicate if your firm is a recognized as a Minority Business Enterprise.

Yes

No

If yes, please indicate the appropriate category.

American Indian

Female-Owned

Spanish Surname

Black

Asian-American

Other

7. Five year summary of contract values for energy performance contracts implemented and currently under contract with your firm

20__ : \$ _____ (to date) 20__ : \$ _____

20__ : \$ _____ 20__ : \$ _____

20__ : \$ _____

Indicate the number of all energy performance contracting projects implemented by and currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Attach additional sheets as necessary.

Estimate of total value for all energy performance contracts that are currently in repayment and under contract with your firm: \$ _____ (total value) as of _____ date.

8. Corporate background/historical data

a. How many years has your firm been in business under its present business name?

b. Indicate all other names by which your organization has been known and the length of time known by each name. _____

c. How many years has your firm been involved in energy-related business in Mississippi (year registered with Mississippi Secretary of State's Office)?

d. List how many of your full-time employees of your firm are Mississippi residents.

9. FINANCIAL REFERENCES

a. Please attach an audited financial statement or your firm's most recent annual report.

b. Please provide the name, address, and the telephone number of firm(s) that prepared Financial Statements.

- c. Please attach the most recent year-ending Statement of Financial Conditions, including balance sheet and income statement, dated within twelve months of filing this ESCO Profile Form.
- d. Please attach evidence of bonding ability - Include your firm's bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability (i.e. Letter of Surety).

NOTE: All submitted responses must include all above requested financial documents in this section. Non-submittal is grounds for automatic disqualification.

10. PROJECT HISTORY

Using the following forms, list at least four (4) energy performance contracting projects currently under contract in **Mississippi** with your firm that are in repayment with at least one full year's worth of saving data. Limit your response to **ONLY** those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Projects with installed costs of less than \$1,000,000.00 or single technology projects (e.g. lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving buildings similar to the building(s) described in the technical appendices. **All information is required.**

Project History	
Project Name and Location	
Type of Facility(s)	
Project Dollar Amount (installed project costs)	
Primary ECMs Installed	
Construction Start Date Completion End Date	
Contract Start & End Dates	
Project Schedule. Indicate if the project was completed on schedule. If not, please explain.	
Dollar Value of Projected Annual Energy Savings	
Dollar Value of Guaranteed Annual Energy Savings	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	

Project History	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s)	
Provide current and accurate telephone and facsimile numbers of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

For each project described above, complete the following table:

Annual Energy Savings Table

Name of Project: _____ Name of ESCO: _____

	Projected		Guaranteed		Achieved				
					Year 1	Year 2	Year 3	Year 4	Year 5
KWH									
KW									
Therms									
Water Gallons									
Other (Specify)									

NOTE: All questions must be addressed by the ESCO in order for this qualification form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used as grounds to find a respondent ineligible. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol N/A. For additional space attach 8-1/2" x 11" sheets and indicate reference number (i.e., 12a, 12b, etc.) to correspond with each question.

12. AUTHORIZATION

a. Dated at _____ this _____ day of _____, 19____.

Name of Organization: _____

By _____

Title _____

13. NOTARY STATEMENT

a. Mr./Ms. _____ being duly sworn deposes and says that he/she is the _____ of _____, ESCO, and that answers to the foregoing questions and all statements therein contained are true and correct.

b. Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public _____

My Commission Expires _____, 20_____

ESCO QUALIFICATIONS AND APPROACH TO PROJECT

Please provide answers to each category listed below. Provide your responses on 8-1/2" x 11" sheets of paper and number and title each answer to the corresponding category. A table of contents should be included and all pages in your response to this attachment numbered sequentially. The font size should be no smaller than 10 point. Submissions will be evaluated in light of the material and substantiating evidence presented and not on the basis of what is inferred.

1. General Approach

1.1 Project Summary (not to exceed 5 pages)

Summarize the *Scope of Services* (design, financial, operations, maintenance, training, etc.) that would be offered by your firm for this project. Please include a brief description of your firm's *Approach to Project Management* and the *Specific Benefits* to the Customer.

1.2 Training Provisions

Please describe your firm's capabilities and proposed approach to provide technical training for the Customer's facility personnel. Please describe your firm's involvement in developing training manuals for facility staff and indicate any specific areas of training you may likely recommend for this project. Please describe your firm's approach to implementing and measuring the savings associated with behavior modification strategies.

1.3 Cost of Audit

Estimate the total cost of the investment-grade technical energy audit to the Customer, if no contract is negotiated.

1.4 Energy Baseline Calculation Methodology and Measurement and Verification Plan

Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas, and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to factors such as weather occupancy, facility use changes, etc. Provide a project-specific *Sample Measurement and Verification Plan*. Indicate any operational cost savings opportunities and how such savings are to be identified, documented, and measured. Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

1.5 Savings Guarantee Calculations

Please provide a copy of your firm's savings guarantee language and describe your approach to the annual reconciliation of savings. Describe your procedures and schedule for measuring the project's financial performance, and how the guarantee provisions work in the event that project results vary from projections. Describe your firm's methodology for establishing the guarantee of the project's financial performance. Also describe how excess savings will be documented for the Customer's benefit.

1.6 Sample Customer Savings Report

Please describe your firm's standard billing procedures and attach a *Sample Customer Savings Report* from a completed energy performance-contracting project currently in repayment.

1.7 Provision of Financing

Please briefly describe the types of financing arrangements used by your firm for past performance contracting projects. Describe your firm's preferred approach to providing or arranging financing for this project including a description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Please indicate

what representative interest rates may be available, financing terms, and other variable economic factors associated with each method that you are aware of at the time of this submission. Describe how construction will be financed. Include your firm's bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability

1.8 Investment Grade Technical Energy Audit

Please give a general description of your technical auditing and analysis procedures and any anticipated involvement of the Customer's personnel in the provision of technical data and/or other support required or to be requested for the audit phase of this project.

2. Site Specific Approach

2.1 Technical Site Analysis

Based on your preliminary assessment of the Customer's facilities and information provided, please describe any equipment modifications, installations or replacements at the facilities that your company would consider installing as a part of this project. Please discuss site conditions, status of building systems, and needs of the Customer.

2.2 Equipment Maintenance Services

Please describe any types of maintenance services likely to be included in this project. Please address how you would approach the role of the Customer's personnel in performing maintenance on existing and new equipment. Please discuss the relationship of maintenance services to the savings guarantee, any required length of the maintenance agreement and what impact termination of maintenance, prior to the end of the contract term, would have on the savings guarantee. Please submit a *Sample Maintenance Plan* from a completed project that is similar in size and scope.

2.3 Project Commissioning

Please describe your firm's approach to equipment commissioning. Please provide a *Sample Commissioning Plan* from a completed performance contract implemented by your firm.

2.4 Construction Planning

Please describe your firm's proposed approach to scheduling and completion of work required to implement a performance contract in the Customer's facility(s).