

The REQUEST FOR QUALIFICATIONS (RFQ)
Issued by
The Greenville Public School Board
For Energy Savings Performance Contracting Services

INTRODUCTION

The Greenville Public School Board (hereinafter referred to as “Customer”) requests proposals from qualified firms for the provisioning of an Energy Savings Performance Contract. Pursuant to MS Code: 31-7-14, Customer is seeking qualifications from interested Energy Services Companies (ESCOs) capable of providing a comprehensive solution that will reduce energy and operational costs across County facilities.

The ESCO must be a firm that is licensed in the State of Mississippi, is an approved contractor by the State of Mississippi, holds a National Association of Energy Services Companies (NAESCO) certification and has demonstrated experience in the implementation of Energy Performance contracts.

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 across customer facilities and infrastructure. 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 little to 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.

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, and aid in meeting environmental management responsibilities.

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.

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, 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, and other equipment, services and improvements providing energy efficiency.

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 solutions installed in this project

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.

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. 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. 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.

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.

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 Attachment B. The Customer will either select the most qualified ESCO or request oral interviews from a shortlist of candidates of the procurement process.
- 2.) **ORAL INTERVIEW:** If so desired following the review of the RFQ packages, a shortlist of qualified firms may participate in an oral interview to more fully discuss how their qualifications to this project satisfy the evaluation criteria set forth in Attachment B. ESCOs will be required to answer questions posed by the Project Evaluation Team. It will be the sole responsibility of the Project Evaluation Team to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFQ, client reference checking, and the oral responses received during the interview process.
- 3.) **SELECTION OF ESCO TO ENTER INTO INVESTMENT GRADE AUDIT AGREEMENT:** The selection committee will select the ESCO deemed to be most qualified to perform the requested services. Customer and selected ESCO shall enter into an Investment Grade Audit Agreement. 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 contract, provided that all contract terms and conditions of the audit have been met by the ESCO. 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 VISITS

The Customer will arrange walk-through inspection tours of the facilities included in this RFQ upon request, prior to the submission of qualifications. Site representatives will be available to answer questions about the operation of the buildings. To make site visit arrangements, please contact:

Cynthia Cannon, Business Manager
ccannon@gville.k12.ms.us
Office 662-334-7010

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 the following contact:

Cynthia Cannon, Business Manager
ccannon@gville.k12.ms.us
Office 662-334-7010

SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit eight (8) copies of their response. All submissions become the property of the Customer and will not be returned to the ESCO.

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: Contract Terms and Conditions
Attachment B: ESCO Profile Form

PROPOSED PROJECT SCHEDULE

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

Activity	Dates
Advertise/Issue RFQ	1/9/18 1/16/18
Site Visit	TBD
Written Qualifications Due	2/7/18
Oral Interviews/Presentations	TBD
ESCO Selection	2/27/18
Investment Grade Audit Executed	2/27/18
Negotiations and Execution of Energy Services Agreement	TBD
MDA Review and Approval of Technical Energy Audit & Report & Contract	TBD

**ATTACHMENT 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. Failure to provide any of the requested information will result in a "0" score for that respective category. 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.

ESCO Scoring Sheet	
	Rating 1-10 (worst-best)

Experience

1	Company history and number of years in business	
2	Experience with implementing guaranteed energy savings contracts	
3	Proof of National Association of Energy Services Company (NAESCO) Accreditation (Yes = 10, No = 0)	
4	Personnel demonstrate strong experience, professional qualifications and tenure	
5	Clear assignment of responsibility for various project tasks to specific individuals	
6	Demonstration of in-house design, construction, and measurement and verification capabilities.	

Track Record & References

7	Positive feedback from reference base	
8	References: If non-energy savings were used, they are clearly explained and verifiable	
9	References demonstrate high percentage of Option C measurement and verification	
10	NO past or pending litigation with performance contracting customers (Correct = 10, Incorrect/Incomplete = 0)	
11	NO cancelled or non-appropriated projects (Correct = 10, Incorrect/Incomplete = 0)	
12	NO occurrence of projects where there was either a criminal indictment or conviction related to the conduct of the performance contract (Correct = 10, Incorrect/Incomplete = 0)	

Project Management

13	Ability to deliver a comprehensive scope of services	
14	Quality of proposed training for facility staff	
15	Approach to ongoing maintenance is flexible and reasonable	
16	History of product neutrality and experience with different equipment manufacturers	
17	Quality of Investment Grade Audit (IGA) approach and <i>sample IGA report</i>	
18	Quality of construction management and problem solving capabilities	
19	Quality of approach to project commissioning and <i>sample commissioning plan</i>	

Technical Approach

20	Transparency of guarantee language and inclusion in <i>Energy Services Agreement</i>	
21	Quality of post-installation support and measurement and verification services	
22	<i>Sample Savings Report</i> is transparent, straight-forward and supports mutual accountability	
23	Quality of baseline calculations and methodology for handling changes to the baseline	
24	Quality of <i>Sample Measurement & Verification Plan</i>	
25	Reasonable approach to calculating stipulated savings and construction period savings	

Financial Strength

26	Financial soundness and stability of ESCO (ability to support the guarantee)	
27	Quality of audited financials, proof of insurance and proof and extent of bonding capabilities (If audited financials are not provided, score = 0)	
28	Reasonableness of pricing policy	
29	Capability to develop projects which qualify for attractive financing terms	

30	ESCO follows requested response format and provided complete answers to questions.	
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ESCO TOTAL:		
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The establishment, application, and interpretation of the above criteria shall be solely within the discretion of the Customer. The Customer reserves the right to reject any and all submissions.

ATTACHMENT A
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.
- 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. **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 of 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.
- e. **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.
- f. **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. **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.

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. This is covered below by the open book pricing requirement. 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. **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 contract. The contract must comply with the statutory provisions of §31-7-14 of the Mississippi Code.
- g. **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.

- h. **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.
- i. **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.
- j. **Subcontractor Approval.** The Customer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.
- k. **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.
- l. **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.
- m. **Guaranteed Cost Savings.** Improvements and services must result in guaranteed a minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. 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.
- 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. **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.
- r. **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.



Invoice

Customer Number: 18438
Customer Name: GREENVILLE PUBLIC SCHOOL DIST
Invoice Date: 10/12/2017
Invoice Number: 680440
PO Number: 180615-032
Salesperson: Andrew Bush

Ship To: GREENVILLE PUBLIC SCHOOL DIST
400 DR.M.K L KING BLVD
%WOMEN'S BBALL- LAMPKIN
GREENVILLE, MS 38701

Bill To: GREENVILLE PUBLIC SCHOOL DIST
%ACCOUNTS PAYABLE
PO BOX 1619
GREENVILLE, MS 38702

#	SKU	Size	Description	Qty Ordered	Qty Canceled	Qty Shipped	Price	Product Total	Decoration Total	Total
1	03094010	L	NIKE PRO COOL COMP S/S TP-BK	2	0	2	18.00	36.00	0.00	36.00
2	03094010	M	NIKE PRO COOL COMP S/S TP-BK	3	0	3	18.00	54.00	0.00	54.00
3	03094010	S	NIKE PRO COOL COMP S/S TP-BK	3	0	3	18.00	54.00	0.00	54.00

Charges

Merchandise Total 144.00
Total Order Charges 144.00

BALANCE DUE 144.00

THANK YOU FOR CHOOSING EASTBAY TEAM SALES
PAYMENT AND TERMS ARE 30 DAYS
PAYMENT DUE: 11/11/2017

Payment Options: *EPayable *ACH via TermSync@www.termsync.com *Credit Card by Phone *Check by mail
To pay by Credit Card or for billing inquiries please call (800) 417-7627
ACH direct deposit to our bank Account at Associate Bank Acct # 2233077649 RT # 075900575
Return lower portion with Payment

Customer Number: 18438
Customer Name: GREENVILLE PUBLIC SCHOOL DIST

Description	Ref #	Ref Amt	Credits	Open Amt
Shipment	991973	144.00	0.00	144.00
Total				144.00

Remit payments to:
EASTBAY, INC.
P.O. Box 1328
Wausau, WI 54402-1328