

## **ADVERTISEMENT FOR RESPONSES TO REQUEST FOR QUALIFICATIONS**

Run in the MS Press newspaper on Wednesday, December 5 and again on December 12, 2018:

### **NOTICE FOR REQUESTS FOR QUALIFICATIONS**

Notice is hereby given that the Ocean Springs School District shall receive sealed and electronic proposal responses from qualified Energy Services Companies (ESCOs) to provide energy conservation equipment and services under an Energy Services Performance Contract.

ESCO qualifications will be submitted in accordance with Section 31-7-14 of the Mississippi Code, the Mississippi Development Authority—Energy and Natural Resources Division's Policy and Procedures for Energy Performance Contracting and the Request for Qualifications and will be received until and opened by the Ocean Springs School District Board of Trustees and/or their designee on Thursday, January 17, 2019 at 1:00 p.m. CST in the Ocean Springs School District Business Office, located at 2300 Government Street, P.O. Box 7002, Ocean Springs, Mississippi 39566, for the following:

#### **Request for Qualifications-Energy Performing Contracting Services SY19-#2**

Specifications may be obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564 or by visiting [www.ossdms.org](http://www.ossdms.org). Official RFQ Documents may be downloaded, and electronic RFQs may be submitted at [www.centralbidding.com](http://www.centralbidding.com). RFQs shall be received electronically until the date/time as stated above. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of RFQs is not required.

All paper submissions must be sealed and clearly marked:

#### **Request for Qualifications-Energy Performing Contracting Services SY19-#2**

The Board of Trustees reserves the right to reject any or all RFQ submissions and to waive any informality.

OCEAN SPRINGS SCHOOL DISTRICT

Kacee Waters  
President, Board of Trustees

## REQUEST FOR QUALIFICATIONS (RFQ)

Issued by

*Ocean Springs School District*

For Energy Performance Contracting Services

### INTRODUCTION

*The Ocean Springs School District* (hereinafter referred to as "Customer") seeks specific qualifications from interested Energy Services Companies (ESCOs) that are capable of providing comprehensive guaranteed energy and water management solutions for the selected systems owned 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 the facilities listed above in this RFQ. 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, utility revenue, 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, improve water meter accuracy, improve water billing efficiency, and aid in meeting environmental management responsibilities.

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 will be sent to Mississippi Development Authority – Energy Division for informational purposes.

### 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 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.

## 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.

**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. During contract negotiations, the ESCO shall disclose cost markups which will be applied during the subsequent technical energy analysis and energy performance contract. Open book pricing during the construction stage will be required, such that pricing information or bids on individual products and services will be available for review by the Customer. 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.

**ENERGY STAR™. (OPTIONAL)** Using the EPA's ENERGY STAR tools and resources for each eligible facility, the selected ESCO will be required to provide an estimated post-retrofit Energy Performance Rating using the Delta Score Estimator and submit a completed Cash Flow Opportunity spreadsheet using the Cash Flow Opportunity Calculator as part of the Investment Grade Technical Energy Audit Report. The selected ESCO will also be required to submit an updated ENERGY STAR rating for each eligible facility upon completion of each guaranteed year as part of the Guaranteed Energy Savings Agreement. Information regarding ENERGY STAR tools and resources, and a list of eligible facility types can be found at:

[http://energystar.gov/index.cfm?c=tools\\_resources.bus\\_energy\\_management\\_tools\\_resources](http://energystar.gov/index.cfm?c=tools_resources.bus_energy_management_tools_resources)

## 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 then select their most qualified ESCO.
- 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 VISITS

Due to limited availability of staff by the Customer, site visits will not be made until after the selection of an 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 requests received via email communication will be responded to. All information provided will be compiled and available for review at:

[www.ossdms.org](http://www.ossdms.org) or [www.centralauctionhouse.com](http://www.centralauctionhouse.com)

## RESTRICTION OF CONTACT

From the issue date of this RFQ until the Customer selects a respondent for award, all questions regarding this RFQ are to be emailed and the response will be posted to the Customer listing at [www.centralauctionhouse.com](http://www.centralauctionhouse.com) and [www.ossdms.org](http://www.ossdms.org). 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:

Mary Gill

[mgill@ossdms.org](mailto:mgill@ossdms.org)

Copy all inquiries to:

Amy Armata, Purchasing

[aarmata@ossdms.org](mailto:aarmata@ossdms.org)

## SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit an original and seven (7) copies of Attachment D (the ESCO Profile Form and ESCO Qualifications & Approach to Project). 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. All costs associated with submission preparation will be borne by the submitting company.

TO AID ESCOS IN THEIR RESPONSE TO THIS REQUEST, THE FOLLOWING ITEMS ARE ATTACHED:

#### **OVERVIEW OF 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:	Contract Terms and Conditions
Attachment D:	ESCO Profile Form and Approach to Project

**ATTACHMENT A  
PROPOSED PROJECT SCHEDULE**

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

Activity	Dates
Advertise/Issue RFQ	December 5 and December 12, 2018
Written Qualifications Due	January 17, 2019 at 1:00 PM CST
Written Qualifications Reviewed/Evaluated;	January 18-29, 2019
ESCO Selection/Board Approval	February 12, 2019
Preliminary Contract Negotiations	TBD
Technical Energy Audit Executed	TBD
Audit Report Submitted	TBD
Negotiations and Execution of Energy Services Agreement	TBD

## ATTACHMENT B EVALUATION CRITERIA

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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 savings contracts (specific branch office or project team members assigned to this project).

Qualifications and experience of ESCOs personnel.

Documented energy savings performance of previous projects.

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

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

### Project Management

(Scoring weight: 15%)

Clear assignment of responsibility for various tasks to specific individuals.

Quality of approach to operations and maintenance and *Sample Maintenance Plan*.

Quality of monitoring, maintenance, and measurement and verification services on past projects.

Clarity, organization, and level of detail in written submission.

Quality of communication skills of the ESCOs representative at the oral interview

### 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 facility staff.

Quality of baseline energy calculations.

Quality of approach to savings calculations and measurement.

Quality of *Sample Measurement and Verification Plan*.

## **Financial**

**(Scoring weight: 25%)**

Financial soundness and stability of the ESCO.

Reasonableness of proposed audit costs.

Demonstrated ability to arrange project financing.

**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 C**  
**CONTRACT TERMS AND CONDITIONS**

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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. Specific goals or standards will be defined once an ESCO is chosen and a contract executed.
- c. **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract. The Customer must approve the services of the engineer chosen for the project.
- 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.
- g. **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.

- h. **Maintenance Manuals.** At least two (2) 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.
- i. **As-Built Drawings.** Where applicable, ESCO must provide 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.
- j. **Maintenance Services.** Maintenance services shall be negotiated between the Customer and ESCO and described in the detail in the final contract.
- k. **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. 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. **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 this 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.
- o. **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.
- p. **Open Book Pricing.** Open book pricing will be required, such that the ESCO will fully disclose all costs.
- q. **Disclosure of Cost Markups.** The pricing methodology and individual cost markups disclosed during preliminary contract negotiations will be required to be applied to any measures included in any subsequent technical analysis or performance contract.

- r. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.
- s. **Contract Term.** No contract shall exceed 20 years in duration and is subject to annual appropriations.
- t. **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.
- u. **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.
- v. **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.
- w. **Assignment Approval.** The Customer will have the right of approval for assignment of the performance contract to a different ESCO.
- x. **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.

## INSTRUCTIONS TO VENDORS-PART A

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District, District and OSSD and owner and customer shall be synonymous. The terms BID and Proposal and RFQ and RFP shall be synonymous.

1. **Contract Documents:** The District's expectations with respect to the performance by each vendor and by each seller in connection with the District's purchase are set forth in the Instructions to Vendors. Vendors who fail to examine and comply with the bid documents do so at their own risk.
2. **Preparation of Bid:** Any explanation desired by a vendor regarding the meaning or interpretation of any portion of these documents must be requested in writing and directed to the Business Office in sufficient time for a reply to reach vendor before the submission of their Bid (s). Oral explanations or instructions given before the opening of the Bids (s) will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as a Bid Addendum, if such information is necessary to vendors in submitting their Bids (s) or if the lack of such information would be prejudicial to an uninformed vendor.
3. **Information Required:** Each vendor shall furnish the information required by these documents. The vendor shall sign the Bid, all addenda, and the Bid Sheet. The person signing the Bid must initial erasures or other changes. Bids signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been furnished previously to the District's Business Office. Bids must be firm. If the vendor believes it necessary to base his/her price on price adjustment, such Bid may be considered, but only as an alternate. The District is not requires to pay Federal Excise Taxes and Mississippi and local retail sales and use taxes. Tax exemption certificates will be provided upon request. Bids submitted on other than district forms or with different terms or provisions may be considered as non-responsive. The district expects that all Bids will remain valid until thirty (30) days after the Bid opening or until contracts are signed and operational, whichever comes first. If a vendor indicates in the Bid that he/she may withdraw the Bid in less than thirty (30) days, this factor will be considered in awarding the contract. Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exists, there is no collusion involved in presenting the Bid or its components, and the minimum insurance requirements are in place. Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United State Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigrations laws of the state of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of the Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
4. **Submission Format of Bids:** Sealed Bids should be returned in an envelope marked on the outside with the vendor's name and address and the BID name. Address to: Ocean Springs School District, Business Office, 2300 Government Street, Ocean Springs, MS 39564 in sufficient time to be received and stamped at the location specified on or before the opening date and time. Bids presented after the time and date, of the beginning of the opening process, will not be accepted. All acceptable Bids will be publicly opened and read in the Business Office of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564, unless otherwise indicated on the announcement page of the BID. This solicitation does not commit the District to award a contract, pay any costs incurred in the preparation of the BID, or to procure or contract for the articles of goods or services. Bids may also be submitted electronically by visiting [www.centralauctionhouse.com](http://www.centralauctionhouse.com). For questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of Bids is not required.

5. **Modification or Withdrawal of Bids:** Bids may be modified or withdrawn by written notice received by the District's Business Office prior to the exact hour and date specified for receipt of Bids. All modifications must be presented in a sealed envelope. A BID may also be modified or withdrawn in person by a vendor or an authorized representative, provide his/her identity is made know and he/she signs a receipts for the modification or withdrawal, but only if the modification or withdrawal is made prior to the exact hour and date set for in the receipt of Bids.
6. **Evaluation Factors:** "Most Advantageous BID". The District will award contracts to the vendors/s who submit the "**lowest and best value BID**" to the District. **Evaluation of Bids shall be based on what is the best overall solution for the Ocean Springs school District.**  
After awarding of Bids, the District reserves the right to negotiate the "**lowest and best value BID**", if in the District's sole discretion negotiation is appropriate under the circumstances and in the best interest of the District. It expressly reserves the right to request the "best and final" BID from the "**lowest and best value BID**" vendor's after the opening of the Bids. In all events, the District reserves the right to re-BID. The District expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the District of the deviating BID is lower than the lowest conforming BID which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating BID is equal to or greater than that of the conforming BID. In conjunction, the District also reserves the right to:
  - Waive any defect, irregularity or informality in any BID procedures
  - Reject any or all Bids
  - Award the entire BID to one vendor
  - Award the BID or portions to more than one vendor
  - Award the BID under the most beneficial terms for the District
  - Extend the opening time and date
  - Procure any item of the BID by other means approved by State and the District's regulations

## STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District, District and OSSD and owner and customer shall be synonymous. The terms BID and Proposal and RFQ and RFP shall be synonymous.

1. **Purchases:** Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.
2. **Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller.  
**Prohibition against Personal Interest in Bids:** If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.
3. **Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.
4. **Warranty and Price:** The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

**6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

**7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

**8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

**9. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**10. Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

**11. Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

**12. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitaries) against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

**13. Assignment Delegation:** No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

**14. Waiver:** No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

**15. Modifications:** The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

**16. Modification to Specifications:** Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

**17. Non-Resident Vendors:** Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

**18. Applicable Law:** This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

**19. Interpretation Evidence:** The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

**20. E-Verify Program:** Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**21. Venue:** Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

**22. Payments:** No partial payments will be given for services/products until the job/order is complete.



ATTACHMENT D  
**ESCO PROFILE FORM AND ESCO QUALIFICATIONS AND APPROACH TO PROJECT**

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**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.

***The original submission must be single sided copy. All other copies may be double side copying where possible to reduce paper use.***

Submit The Following:

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

Quantity: Seven (7): **One for each review committee member**, including original.

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

Sample Investment Grade Energy Audit                      7 copies  
Sample Savings Measurement and Verification Plan           7 copies

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

To: **Ocean Springs School District**, Attention: **Amy Armata, Purchasing**  
RE: Response to RFQ - Energy Services Companies SY19-#2

Date: \_\_\_\_\_  
From: \_\_\_\_\_

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
General Phone Number: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Signature of authorized respondent: \_\_\_\_\_

**Submit To:**  
**Ocean Springs School District**  
**Attention: Amy Armata, Purchasing**  
**2300 Government Street**  
**Ocean Springs, MS 39564**  
**Phone: 228-875-8239**

Electronic REQ Submissions will be accepted at [www.centralauctionhouse.com](http://www.centralauctionhouse.com) Please contact Central Bidding at 225-810-4814 regarding the electronic RFQ submission process.  
The due date for RFQ submissions is January 17, 2019 at 1 PM, CST.

# 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.**

<input type="checkbox"/> American Indian	<input type="checkbox"/> Female-Owned
<input type="checkbox"/> Spanish Surname	<input type="checkbox"/> Black
<input type="checkbox"/> Asian-American	<input type="checkbox"/> 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?  
Years \_\_\_\_\_

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

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c. How many years has your firm been involved in energy-related business?  
Years

d. Please identify all states in which your firm is legally qualified to do business.

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9. **PERSONNEL INFORMATION**

- a. Please indicate the number of full time personnel employed by your firm and the percent available to work on this project.
- b. Briefly describe the relevant experience, qualifications and educational background for each individual team member assigned to this project using the format provided on the following page. **Do not include individual resumes in lieu of this information.**

Personnel Information	
Name of project team member:	
Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	
<b>Employment History</b> Company name: Primary job responsibilities: Number of years with firm:	
<b>Educational Background</b> List all academic degrees, certifications, professional affiliations, relevant publications and technical training.	
List all energy performance contracting projects this individual has been involved with during the past five years; include project location, type of facilities, year implemented and dollar value of installed project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

- c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members.
- d. Please certify that your company does not owe the State of Mississippi any taxes.
- e. Please certify that your company is not currently under suspension or debarment by the State of Mississippi, any other state, or the federal government.
- f. Please identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.

#### 10. FINANCIAL REFERENCES

- a. Please attach an audited financial statement or your firm's most recent annual report.
- b. 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.
- c. Please provide the name, address, and the telephone number of firm(s) that prepared Financial Statements.

#### 11. PROJECT HISTORY

Using the following forms, list at least ***five (5)*** energy performance contracting projects currently under contract 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 \$500,000.00 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	

Project History	
Contract Start & End Dates	
Project Schedule. Indicate if the project was completed on schedule. If not, please explain.	
Dollar Value of <b>Projected</b> Annual Energy Savings	
Dollar Value of <b>Guaranteed</b> 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	
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 ESCO Fee Calculation

Please describe the methods for calculating your firm's fees as a function of the project's energy saving performance. Please describe the specific services your firm will be paid for over the contract term. Describe the method by which you will be paid for those services and how often payments will be made. Describe your firm's overhead, profit, and pricing policies for these types of projects. Describe your firm's approach to and experience in providing open-book pricing.

#### 1.6. 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.

#### 1.7 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.

### **1.8 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

### **1.9 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 major changes in operations or maintenance for the facility that your company foresees based on your site visit and the 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).