

BOARD OF SUPERVISORS

DAVID HOGAN
DISTRICT 1, PRESIDENT

CHARLES MARSHALL
DISTRICT 2, VICE PRESIDENT

BURKETT ROSS
DISTRICT 3

RODERICK WOULLARD
DISTRICT 4

CHRIS BOWEN
DISTRICT 5



641 MAIN STREET
P. O. BOX 1310
HATTIESBURG, MISSISSIPPI 39403-1310

PHONE (601) 545-6000
FAX (601) 545-6095

DAVID B. MILLER
ATTORNEY

BETTY CARLISLE
COUNTY ADMINISTRATOR

March 15, 2018

Ms. Carol Harris, Program Manager
Mississippi Procurement Technical Assistance Program
Mississippi Development Authority
P.O. Box 849
Jackson, MS 39205



Re: Publication of Request for Qualifications (RFQ)

Dear Ms. Harris:

Please accept this letter as formal notice that the enclosed notice of Request for Qualifications for a guaranteed energy/water performance contract has been published this date in the Hattiesburg Post, a local newspaper of general circulation, in accordance with Miss. Code Section 31-7-14 and the Authority's Appendix A-3 "Step by Step Process for Implementing Energy Performance Contracting Projects in Mississippi." I have also enclosed for your reference the detailed Request for Qualifications on file with the Purchasing Clerk as referenced in the notice.

Thank you for your time, attention, and assistance in this matter.

Sincerely,

A handwritten signature in black ink that reads "David B. Miller". The signature is fluid and cursive, with the first name "David" and last name "Miller" clearly legible.

David B. Miller

Enclosures.

cc: Mr. Sumesh Arora, Energy Division

REQUEST FOR QUALIFICATIONS

The Forrest County Board of Supervisors will receive sealed responses from qualified Energy Services Companies (ESCOs) to provide energy conservation equipment and services under an Energy Services Performance Contract until 10:00 a.m., on Monday, April 16, 2018.

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 detailed Request for Qualifications on file with the Forrest County Purchasing Clerk at 641 North Main Street in Hattiesburg, Mississippi, who may be contacted regarding same at 601-545-6000 or rcampbell@co.forrest.ms.us.

All sealed responses shall be addressed to the Forrest County Board of Supervisors, P.O. Box 1310, Hattiesburg, MS 39403, and shall be clearly marked on the outside of the envelope with the responding party's name and address and the following designation:

REQUEST: ESCO QUALIFICATIONS DATE: APRIL 16, 2018

The Board of Supervisors reserves the right to waive any informalities in the response process and to reject any and all responses.

PUBLISHED by order of the Board of Supervisors adopted on February 20, 2018.

/s/David Hogan
President, Board of Supervisors

ATTEST:
/s/Jimmy C. Havard
Chancery Clerk

TO THE HATTIESBURG POST: Please publish two (2) times in the legal section on March 15 and 22, 2018, and furnish two (2) Proofs of Publication.



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, 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 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 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 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

Hattiesburg, MS 39401
601-545-6000
rcampbell@co.forrest.ms.us

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:

Rochelle Campbell
Purchasing Clerk
641 N. Main St.
Hattiesburg, MS 39401
601-545-6000
rcampbell@co.forrest.ms.us

SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit an original and four (4) copies of Attachment B (Communication Acknowledgement Form), Attachment D (the ESCO Profile Form and ESCO Qualifications & Approach to Project), and Attachment E (ESCO Procurement & Cost Disclosure Form). 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
- ESCO Profile
- General Approach
- Procurement Acknowledgement & Project Pricing Sheet

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.

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: 20%)

Provide information which describes your company's experience with services and performance contracts most closely associated with the services requested in this RFQ. The firm's experience summary should include the following information:

- 1) Fill out all information listed in Attachment D: ESCO Profile Form (to the best of the ESCO's ability). Only list references where the personnel planning to work on this project worked on the project.
- 2) Provide organization charts for personnel planning to implement this project as well as resumes for each individual team member assigned to this project. Organization charts should include the following: IGEA team, project management team, measurement & verification team and on-going service team. Individual resumes should include the following information: current job title and responsibilities, educational background including degrees and certifications, list of energy performance contracting projects individual has been involved with.
- 3) List the number and dollar amount of energy projection shortfalls associated with your firm's performance contracting projects over the past five years.
- 4) List your firm's local business footprint (years in business, annual revenue, number of employees, etc.)
- 5) List your firm's previous experience with MDA's performance contracting program
- 6) List of pertinent certifications for this RFQ.
- 7) List of awards and credentials.
- 8) Proof of insurance showing the coverage and limits in place at the time of this RFQ.
- 9) Evidence of bonding ability.
- 10) Other pertinent Information

Project Management

(Scoring weight: 20%)

Provide specific information on your firm's project management approach to monitoring the project to assure success. This should include the following information:

- 1) Provide a detailed project schedule and its impact to construction period savings
- 2) Approach for training facility/ department staff
- 3) On-going maintenance capabilities and recommended approach
- 4) On-going energy management services
- 5) Approach to equipment and systems standardization and lifecycle asset protection
- 6) Approach to the selection of contractors and consultants
- 7) Provide a sample commissioning plan

ATTACHMENT A
MISSISSIPPI ENERGY PERFORMANCE CONTRACTING LAW

§ 31-7-14. Public contracts of energy efficiency services—

(1) (a) For purposes of this section, the following words and phrases shall have the meaning ascribed herein, unless the context clearly indicates otherwise:

(i) "Division" means the Energy Division of the Mississippi Development Authority.

(ii) "Energy services" or "energy efficient services" means energy efficiency equipment, services relating to the installation, operation and maintenance of equipment and improvements

reasonably required to existing or new equipment and existing or new improvements and facilities including, but 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, alternative fuel motor vehicles including vehicles that have been converted to such and ancillary equipment related to or associated with the fueling of alternative fuel motor vehicles, or 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 as determined by the division.

(iii) "Energy performance contract" means an agreement to provide energy services which include, but are not limited to, the design, installation, financing and maintenance or management of the energy systems or equipment in order to improve its energy efficiency. The energy savings are guaranteed by the performance contractor and savings from energy, operations, maintenance and other cost-avoidance measures can be used to repay the cost of the project.

(iv) "Energy services contract" means an agreement to provide energy services which include, but are not limited to, the design, installation, financing and maintenance or management of the energy systems or equipment in order to improve its energy efficiency. Payments for the contract are not contingent upon the actual savings realized from the equipment.

(v) "Entity" means the board of trustees of any public school district, junior college, institutions of higher learning, publicly-owned hospital, state agency or governing authority of this chapter.

(vi) "Shared savings contract" means an agreement where the contractor and the entity each receive a pre-agreed percentage or dollar value of the energy cost savings over the life of the contract.

(vii) "Reduce operating costs" means elimination of future expenses or avoidance of future replacement expenditures as a result of new equipment installed or services performed. A contract that otherwise satisfies the requirements of this section shall satisfy the requirements allowing use of an energy performance or shared savings contract even if the sole expense being eliminated is maintenance expense.

(viii) "Alternative fuel motor vehicle" means a motor vehicle propelled by alternative fuel either as a dedicated alternative fuel vehicle, as a fi-fuel vehicle using alternative fuel as one of its fuels, or as a dual fuel vehicle using alternative fuel as one of its fuels.

(b) An entity may enter into a lease, energy services contract or lease-purchase contracts for energy efficiency equipment, services relating to the installation, operation and maintenance of equipment or improvements reasonably required to existing or new equipment and existing or new improvements and facilities and shall contract in accordance with the following provisions:

The term of any lease or lease-purchase agreement for energy efficiency services and/or equipment entered into under this section shall not exceed twenty (20) years, commencing on the completion of the installation of equipment or improvements under the contract.

(d) Any entity or private "nonprofit" hospital having approval of the division may borrow money in anticipation of entering into a lease-purchase agreement pursuant to subsection (2)(b) of this section. Any borrowing may be upon terms and conditions as may be agreed upon by the borrowing entity and the party advancing interim funds; however, the principal on any borrowing shall be repaid within a period of time not to exceed one hundred eighty (180) days. In borrowing money under this paragraph (d), it is not necessary to publish notice of intention to do so or to secure the consent of the qualified electors, either by election or otherwise. Any borrowing may be negotiated between the parties and is not required to be publicly bid, may be evidenced by negotiable notes or lease and shall not be considered when computing any limitation of indebtedness of the borrowing entity established by law. The principal, interest and costs of incurring any borrowing shall not exceed the principal amount of the final contract or agreement approved by the division, and accepted by the borrowing entity, under subsection (2)(b) of this section.

(e) This subsection (2) shall, with respect to the procurement of energy efficiency services and/or equipment, supersede the provisions of any contradictory or conflicting provisions of Chapter 7, Title 31, Mississippi Code of 1972, and other laws with respect to awarding public contracts.

(3) All lease-purchase agreements authorized by this section and the income from those agreements shall be exempt from all taxation within the State of Mississippi, except gift, transfer and inheritance taxes.

(4) (a) An entity may contract for energy efficiency equipment services relating to the installation, operation or maintenance of equipment or improvements reasonably required to existing or new equipment and existing or new improvements and facilities on a shared savings basis or performance basis.

(b) If an entity decides to enter into a contract for energy efficiency equipment, services relating to the installation, operation or maintenance of equipment or improvements reasonably required to existing or new equipment and existing or new improvements and facilities on a shared-savings basis or performance basis, the entity shall issue a request for proposals or a request for qualifications, as determined necessary by the division, in the same manner as prescribed under subsection (1)(b) of this section. The entity shall notify the division in writing. The final contract shall be approved by the division. (c) The terms of any shared savings or energy services contract, energy performance contract entered into under this section may not exceed twenty (20) years, commencing on the completion of the installation of equipment or improvements under the contract.

(d) The terms of any shared savings or energy performance contract entered into under this section must contain a guarantee of savings clause from the company providing energy efficiency equipment services relating to the installation, operation and maintenance of equipment or improvements reasonably required to existing or new equipment and existing or new improvements and facilities.

(5) By September 1 of each year, each entity that receives financial assistance through the energy efficiency lease program shall annually report to the division its energy usage by meter in dollars and consumption by fuel type for the previous fiscal year.

(6) The contract may be construed to provide flexibility to public agencies in structuring agreements entered into hereunder so that economic benefits may be maximized.

Sources: Laws, 1985, ch. 493, § 1; Laws, 1992, ch. 571 § 1; Laws, 1997, ch. 405, § 1; Laws, 1998, ch. 593, § 1; Laws, 2000, ch. 503, § 1; Laws, 2006, ch. 503, § 1, eff from and after passage (approved Mar. 27, 2006.) Miss. Code Ann. § 31-7-14 (Rev. 2010), as amended SB 2521 Regular Session 2014.

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 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.
- 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.

- 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.
- 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. The method of disclosure is described in Attachment E.

ATTACHMENT D
ESCO PROFILE FORM AND ESCO QUALIFICATIONS AND 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: **(Number (5))**, including original.

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

Attachment B Communication Acknowledgement	5copies
Attachment E ESCO Procurement & Cost Disclosure	5 copies
Sample Investment Grade Energy Audit	5 copies
Sample Savings Measurement and Verification Plan	5copies
Sample Project Commissioning Plan	5 copies
Sample Customer Savings Report	5 copies

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

To: *Forrest County, MS*, Attention: Purchasing Clerk
RE: 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): _____

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: _____

9. 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.

10. PROJECT HISTORY

Using the following forms, list at least 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	
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	

12. AUTHORIZATION

a. Dated at _____ this _____ day of _____ 20_____.

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_____

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 knowledge of correctional 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).

Project Pricing Sheet

Please disclose all % markups in the below table. These markup percentages will be used in negotiation of the energy service agreement following the detailed engineering study. Please review the definitions of each item for clarification.

		Project	Percent of Total Project Price	Price/ Cost
		Base Construction Costs		
	a	Subcontractor Costs (Contractor Costs to ESCO)		
	b	Self-performed work		
	c	Other Direct Purchases of Equipment, Material, Supplies (Supplier Costs to ESCO)		
Sum a+b+c	d	Cost of Goods and Services		
	e	Engineering/Project Development		
	f	Project Management		
	g	Performance Bonds		
	h	Measurement and Verification Setup		
	i	Commissioning/Training		
	J	Risk		
Sum (e+f+g+h+i+j) x d	k	ESCO Services		
Sum d+k	l	Direct Cost		
	m	Overhead & Profit		
Sum l+m	n	Project Price		
	o	Tax (DOR Contractors Bidding Formula = Total Contract Before x 0.0362694)		
Sum n+o	p	Contract Value		

Acknowledged

ESCO: _____ Designated Representative: _____

Signature: _____

h. Measurement and Verification Setup

At the completion of construction, the ESCO completes the M&V of installed equipment to verify post-retrofit energy efficiency and operation. This effort is necessary to ensure systems will meet the guaranteed energy savings and start the M&V Services phase. If completed by ESCO staff, this cost shall include burdened labor of Measurement & Verification Engineers. If completed by an external M&V firm, this cost includes the turnkey cost to provide necessary M&V services. Expressed as a percentage of the Cost of Goods and Services (d).

Expressed as a percentage of the Cost of Goods and Services (d).

i. Commissioning/Training

At the completion of construction, equipment that is required to need commissioning to ensure proper setup entering the M&V phase. The Customer will require training on all systems implemented in the project. The burdened labor cost for such training shall be included in this line item. In addition to labor, this line item may include formal classroom training, training videos, online training programs, and other training efforts that include labor and materials required to provide necessary training to the Customer. Training labor may be utilized to supervise and coordinate subcontractor training sessions with the Customer.

Expressed as a percentage of the Cost of Goods and Services (d).

j. Risk

The amount allocated by the ESCO for risk in the project to cover unforeseen construction issues.

Expressed as a percentage of the Cost of Goods and Services (d).

k. ESCO Services

The sum of (e), (f), (g), (h), (i), and (j) above.

l. Direct Cost

The sum of (d) & (k) above.

m. Overhead and Profit

The anticipated, but not guaranteed, gross profit associated with the project. Expressed as a percentage of Direct Cost (l).

n. Total Project Price

The sum of amounts (d), (l) and (m) above.

o. Tax

Amount allocated for payment of Mississippi Material Purchase Certificate

p. Contract Value

Total Value of Energy Service Agreement to ESCO. The sum of (n) and (o) above.