

ADVERTISEMENT FOR RFQ

Notice is hereby given that the City of Biloxi, Mississippi, will receive sealed RFQ at said City Hall, Second floor, Mayor's Office, until 10:00AM on the 15th day of October, 2014, for the following:

ENERGY PERFORMANCE CONTRACTING SERVICES **CITY OF BILOXI MISSISSIPPI**

(Specifications will be available in the Purchasing Office, City Hall, 140 Lameuse Street, Biloxi, Mississippi (228-435-6252).)

RFQ SHALL BE DELIVERED TO THE MAYOR'S OFFICE, SECOND FLOOR, CITY HALL, 140 LAMEUSE STREET BILOXI, MISSISSIPPI, 39530.

RFQ shall be in letter form with the envelope and bid plainly marked ESCO and shall be addressed to the Mayor's Office, P.O. Box 429, Biloxi, Mississippi 39533. The envelope should list all applicable state and local license numbers.

The City reserves the right to reject any and all RFQ and to waive any informality in the proposal accepted.

Published by the order of the Municipal Clerk, this the 9th day of September, 2014.

(SEAL)


MUNICIPAL CLERK

SEND PROOF OF PUBLICATION.

Publish: Twice: September 15 & 22, 2014.

REQUEST FOR QUALIFICATIONS (RFQ)

Issued by

City of Biloxi, MS

For Energy Performance Contracting Services

INTRODUCTION

The Mayor and City Council of the City of Biloxi, MS (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 following facilities/systems owned or managed by the Customer:

- All Buildings
- All Parks & Recreation Facilities (Including Sports Lighting)
- All Traffic & Street Lights
- All Water Pumping Stations & Distribution
- Water Conservation Systems

CITY OF BILOXI REQUIREMENTS

The City of Biloxi seeks an open and transparent form of procurement for the Energy Performance Contract. The Mississippi Development Authority Energy Division has already prequalified firms to perform these projects either through DOE certification or direct qualification inquiries. Only firms with approval from MDA Energy Division to perform such services will be considered. Therefore the grading scale will be heavily weighted to key personnel assigned to the City of Biloxi project and cost structures as submitted in Attachment D. The fees disclosed in Attachment E will be used for the final contract with the selected ESCO.

Also, please take note of the procurement requirements outlined in Attachment E. These procurement policies are required. If the responding ESCO sees a reason to not meet these requirements, it must be stated in writing as a part of the response in a cover letter.

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/systems listed above and referred to in this RFQ as facility(s), system(s), or building(s). 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; and,
- 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 15 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 (MDA) – Energy 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.** It is anticipated that these savings will be identified; however, stipulated and/or non-energy savings shall not be used as part of the "Savings Calculations." 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 15 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.

DESCRIPTION OF THE PROCUREMENT PROCESS

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

- 1) **SUBMISSION OF WRITTEN QUALIFICATIONS:** The Customer through its designated representatives will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in Attachment B. The Customer will either select the most qualified ESCO or request oral interviews from a shortlist of candidates of the procurement process.
- 2) **ORAL INTERVIEW:** If so desired following the review of the RFQ packages, a shortlist of qualified firms may participate in an oral interview to more fully discuss how their qualifications to this project satisfies the evaluation criteria set forth in Attachment B. ESCOs will be required to answer questions posed by the Project Evaluation Team. It will be the sole responsibility of the Project Evaluation Team to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFQ, client reference checking, and the oral responses received during the interview process. A more complete description of the interview format and logistical arrangements will be mailed to the finalists if the oral interview process is desired by the Project Evaluation Team. It should be noted that the ESCOs will be expected to have the Managers involved with the different phases of the project present at the oral interviews.
- 3) **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

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

To make site visit arrangements please contact:

Dan Gaillet, P.E.
Public Works Director
214 A Delauney St. (Physical Address)
P. O. Box 429
Biloxi, MS 39533
228-435-6271
dgaillet@biloxi.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 cause Customer 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:

Dan Gaillet, P.E.
Public Works Director
214 A Delauney, St. (Physical Address)
P. O. Box 429
Biloxi, MS 39533
228-435-6271
dgaillet@biloxi.ms.us

SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit an original and **ten (10)** 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 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.

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 E:	Procurement Requirements

**ATTACHMENT A
PROPOSED PROJECT SCHEDULE**

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

Activity	Dates
Advertise/issue RFQ	9/15 & 22, 2014
Site Visit	TBD
Written Qualifications Due	10/15/14(10:00am)
Written Qualifications Reviewed/Evaluated;	TBD
Oral Interviews/Presentations	TBD
ESCO Selection	TBD
Approval of ESCO Selection	TBD
Preliminary Contract Negotiations	TBD
Technical Energy Audit Executed	TBD
Audit Report Submitted	TBD
Negotiations and Execution of Energy Services Agreement (including approval by MDA-Energy Division)	TBD

ATTACHMENT B EVALUATION CRITERIA

The criteria listed below will be used in the evaluation of written submissions, interviews with previous ESCO clients, and the responses of ESCOs during oral interviews, as appropriate. These criteria will be applied and interpreted solely at the discretion of the Customer. Written responses should include all necessary information that is pertinent to these evaluation criteria. 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.

1.0 Experience

(Scoring weight: 10%)

- 1.1 ESCOs experience with implementing guaranteed energy savings contracts (specific project team members assigned to this project).
- 1.2 Qualifications and experience of ESCOs personnel.
- 1.3 Ability to manage construction and complete all phases of the project on schedule.
- 1.4 Quality of *Project History* and *Client Reference* documentation

2.0 Project Management

(Scoring weight: 30%)

- 2.1 Clear assignment of responsibility for various tasks to specific individuals.
- 2.2 Experience of dedicated Project Manager for City of Biloxi project
- 2.3 Quality of approach to operations and maintenance and *Sample Maintenance Plan*.
- 2.4 Quality of monitoring, maintenance, and measurement and verification services on past projects.
- 2.5 Clarity, organization, and level of detail in written submission.
- 2.6 Quality of communication skills of the ESCOs representative at the oral interview

3.0 Technical Approach

(Scoring weight: 10%)

- 3.1 Quality of preliminary technical approach to the project and understanding of existing building systems and conditions.
- 3.2 Reliability of equipment performance on past projects.
- 3.3 Quality of the *Sample Investment Grade Technical Energy Audit*.
- 3.4 Quality of proposed training for facility staff.
- 3.5 Quality of baseline energy calculations.
- 3.6 Quality of approach to savings calculations and measurement.
- 3.7 Quality of *Sample Measurement and Verification Plan*.
- 3.8 Quality *Sample Commissioning Plan*.

4.0 Financial & Cost

(Scoring weight: 50%)

- 4.1 Firms ability to bond project
- 4.2 Reasonableness of proposed costs.
- 4.3 Demonstrated ability to arrange project financing.
- 4.4 Quality of *Sample Customer Savings Report*.

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

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.

1.0 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:

- 1.1 **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 ESCO will be responsible for the cost incurred as a result of the development of audit.
- 1.2 **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 any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.
- 1.3 **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract. The technical energy analysis must be stamped by Mississippi Registered Professional Engineer of the proposing ESCO.
- 1.4 **Guaranteed Savings.** The Customer requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the Customer the amount necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.
- 1.5 **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.
- 1.6 **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.
- 1.7 **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.
- 1.8 **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.
- 1.9 **As-Built Drawings.** Where applicable, ESCO must provide mylar, reproducible "as built" and record drawings with 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.

- 1.10 **Maintenance Services.** Maintenance services shall be negotiated between the Customer and ESCO and described in the detail in the final contract.
- 1.11 **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.

2.0 Contractual Provisions

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

- 2.1 **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.
- 2.2 **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.
- 2.3 **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.
- 2.4 **Final Approval of Customer.** The Customer retains final approval over the scope of work and all end-use conditions.
- 2.5 **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.
- 2.6 **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, and prior to any retainage being released for final payment.
- 2.7 **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.
- 2.8 **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 Customer may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.

- 2.9 **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.
- 2.10 **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.
- 2.11 **Subcontractor Approval.** The Customer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.
- 2.12 **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.
- 2.13 **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.
- 2.14 **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. The ESCO will be responsible for developing annual energy savings reports which also will be submitted to the MDA-Energy Division within 60 days of the date received by the customer.
- 2.15 **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.
- 2.16 **Open Book Pricing.** Open book pricing will be required, such that the ESCO will fully disclose all costs. Please see Attachment E for cost disclosures.
- 2.17 **Disclosure of Cost Markups.** The pricing methodology and individual cost markups disclosed in this response will be required to be applied to any measures included in any subsequent technical analysis or performance contract.
- 2.18 **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.
- 2.19 **Contract Term.** No contract shall exceed 15 years in duration and is subject to annual appropriations.
- 2.20 **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.

- 2.21 **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.
- 2.22 **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.
- 2.23 **Assignment Approval.** The Customer will have the right of approval for assignment of the performance contract to a different ESCO.
- 2.24 **Non-Appropriations Clause.** Payments will be subject to annual appropriation in accordance with the provisions contained in §31-7-14 of the Mississippi Code, as amended.

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

WRITTEN SUBMITTAL INFORMATION

1.0 General Information:

- 1.1 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.
- 1.2 All submissions become the property of Customer and will not be returned to the ESCO.
- 1.3 All costs associated with submission preparation will be borne by the submitting ESCO.
- 1.4 *Please use double-sided copying where possible to reduce paper use.*

2.0 Submit The Following:

- 2.1 **Attachment D: "ESCO Profile Form" and "ESCO Qualifications and Approach to Project"**
Quantity: Ten (10); One for each review committee member, including original.
- 2.2 Companies are required to submit the following number of copies of the following documents:

Sample Investment Grade Energy Audit	10 copies
Sample Savings Measurement and Verification Plan	10 copies
Sample Project Commissioning Plan	10 copies
Sample Maintenance Plan	10 copies
Sample Customer Savings Report	10 copies
- 2.3 **Cover Sheet** to accompany each of the above submittal, as given below.

To: **The City of Biloxi, MS**
Attention: **The Mayor's Office, Second Floor, City Hall**

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): _____

2.4 Submit To:

The Mayor's Office
Second Floor, City Hall

Address for overnight or hand-delivery:

140 Lameuse St.
Biloxi, MS 39530
228-435-6252

Mailing address:

The Mayor's Office
P. O. Box 429
Biloxi, MS 39533
228-435-6252

2.5 Due Date:

Submittal must be received at the above address no later than 10:00 am on or before TBD.

2.6 For further information, please contact:

Dan Gaillet, P.E.
Public Works Director
780 Esters Blvd. (Physical Address)
P.O. Box 429
Biloxi, MS 39533
228-435-6271

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".

1.0 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: _____

2.0 Date Prepared: _____

3.0 Type of Firm: ☐ Corporation ☐ Partnership
☐ Sole Ownership ☐ Joint Venture

4.0 Federal Employer Identification Number: _____

5.0 Year Firm was Established: _____

6.0 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

7.0 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.

8.0 Corporate background/historical data

8.1 How many years has your firm been in business under its present business name?
Years _____

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

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

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

9.0 PERSONNEL INFORMATION

- 9.1 Please indicate the number of full time personnel employed by your firm and the percent available to work on this project.
- 9.2 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:	
Employment History Company name: Primary job responsibilities: Number of years with firm:	
Educational Background 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.	

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

10.0 FINANCIAL REFERENCES

- 10.1 Please attach an audited financial statement or your firm's most recent annual report.
- 10.2 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.
- 10.3 Please provide the name, address, and the telephone number of firm(s) that prepared Financial Statements.

11.0 PROJECT HISTORY

Using the following forms, list projects developed by the personnel assigned to the City of Biloxi project. *ONLY those projects that have been developed and constructed by the personnel that will be specifically assigned to this project may be included.* 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	
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) and 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., 12.1, 12.2, etc.) to correspond with each question.

12.0 INVOKED SAVINGS GUARANTEES

- 12.1 Please provide a list of projects and appropriate contact information for which payment was made under the savings guarantee.
- 12.2 Please provide a list of projects and appropriate contact information for which payment under the savings guarantee was claimed but for which no payment was eventually made. Please explain the resolution of the matter such that a payment was not made.
- 12.3 Please provide a complete list of all projects that in the last 15 years:
 - 12.3.1 Have canceled or non-appropriated a performance contract with the respondent (list reason); or
 - 12.3.2 Have past or pending lawsuits or litigation regarding a performance contract with a customer (list reasons); or
 - 12.3.3 Have past "out of court" settlements regarding a performance contract (list reasons).
- 12.4 In addition to litigation, please provide a complete list of all projects nationwide where there was either a criminal indictment or a conviction relating to the conduct of a performance contract. This includes officers and representatives of the company, as well as public officials connected with the project.
- 12.5 If any of the above does not apply, provide acknowledgment letter stating each that does not apply, signed by an officer of the respondent company. (Please include title of company officer). Failure to provide accurate and complete information as requested is grounds for disqualification.

13.0 AUTHORIZATION

13.1 Dated at _____ this _____ day of _____ 19____.

Name of Organization: _____

By _____

Title _____

14.0 NOTARY STATEMENT

14.1 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.

14.2 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.

- a. The cost of the audit will be disclosed in section 1.5.
- b. Each responding ESCO agrees to develop the project at risk. If selected and the client chooses to not enter into a energy services contract the development cost will be absorbed by the selected ESCO.

1.4 Energy Baseline Calculation Methodology and Measurement and Verification (M & V) 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 M & V 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

The City of Biloxi requires an open and transparent process when negotiating the pricing structure of all City contracts. Disclosure of all fees is required as a part of the ESCO's response to this RFP. Any ESCO not disclosing any portion of these fees as part of the response will be disqualified. Please see cost form in Attachment E and fill out completely and include in this section of the response.

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 provide 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).

ATTACHMENT E
PROCUREMENT REQUIREMENTS

1.0 Product Disclosure

Please disclose all products that are manufactured by your firm or company associated with the parent company of your firm that would be potentially included in the Customer's project.

In the event that any products which are manufactured by your firm are proposed as a part of this project, and to ensure cost transparency, the company must take a bid on these items included in the scope. This will include the firm providing a scope of work to the Customer and the bids to being received by the Customer. The firm will be given the opportunity to bid in a competitive scenario for this scope of work.

2.0 Procurement Savings

Subcontractor costs will be disclosed as a part of the open book pricing requirement to establish the final contract cost. All savings, as well as overhead and profit on these savings will be returned to the City of Biloxi. These costs paid by the firm will be monitored throughout construction.

2.1 Definitions

- 2.1.1 Subcontract – Direct subcontract for labor or material. No subcontracts for Project Management will be allowed. Project Management cost must be included in the Project Management Cost section.
- 2.1.2 Development – Cost to perform energy analysis, bid preparation, technical energy audit, contract negotiations, legal support.
- 2.1.3 Project Management – Cost to manage project.
- 2.1.4 Misc. – Risk, Performance and Payment Bonds, Insurance, etc.
- 2.1.5 Overhead – Overhead applied to all direct costs.
- 2.1.6 Profit – Profit applied to direct cost plus overhead.
- 2.1.7 MPC – Mississippi Construction Tax

3.0 Cost Disclosure

Overhead and profit percentages must be presented as a markup percentage of direct cost. Profit needs to be as a markup percentage of direct cost and overhead. Proposing firms must disclose the Development, Misc, Overhead, and Profit % shown in the spreadsheet. These percentages will be used for final contract. Please use the below example of direct cost as a way of showing your firms profit percentage on the project:

Cost	Value	
Electrical	\$	
Controls	\$	
Mechanical	\$	
IT	\$	
Project Mgmt.		%
Development		%
Misc		%
Overhead		%
Profit		%
MPC		%