

**ADVERTISEMENT FOR RESPONSES  
TO REQUEST FOR QUALIFICATIONS  
FOR THE BENEFIT OF  
NESHOPA COUNTY, MISSISSIPPI**

Notice is hereby given that the Neshoba County Board of Supervisors shall receive sealed responses in the Office of the Chancery Clerk of Neshoba County, Mississippi at the Neshoba County Courthouse, 401 Beacon Street, Suite 107, in Philadelphia, Mississippi until 11:00 a.m. on the 19<sup>th</sup> day of January, 2016 for the purpose of obtaining responses of qualifications from qualified Energy Services Companies (ESCOs) to provide for:

- A. 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 this Request for Qualifications.

**INSTRUCTIONS TO RESPONDENTS**

Proposals must be submitted to the Neshoba County Board of Supervisors, C/O Chancery Clerk Guy Nowell, 401 Beacon Street, Suite 107, Philadelphia, Mississippi 39350 by 11:00AM on January 19, 2016. One (1) originals and three (3) copies must be submitted in a sealed envelope with the marking “2016 Energy Services Performance Contracting RFQ” along with the date and time of opening.

A detailed “Request for Qualifications” and additional information pertaining to this solicitation can be obtained from the Neshoba County Board of Supervisors, 401 Beacon Street, Suite 201, Philadelphia, Mississippi 39350, by website at [www.neshobacounty.net](http://www.neshobacounty.net), or by calling 601-656-6281.

Published by order of the Board of Supervisors of Neshoba County, Mississippi on this 7<sup>th</sup> Day of December 2015.

/s/ Guy Nowell  
GUY NOWELL, CLERK  
BOARD OF SUPERVISORS  
NESHOPA COUNTY, MISSISSIPPI

Publish: 12/16/15 & 12/23/15

# **REQUEST FOR QUALIFICATIONS (RFQ)**

**Issued by the**

***Neshoba County Board of Supervisors***

**For Energy Savings Performance Contracting Services**

## **INTRODUCTION**

*The Neshoba County Board of Supervisors* (hereinafter referred to as "Customer") requests proposals from qualified firms for the provisioning of an Energy Services Agreement. Pursuant to MS Code: 31-7-14, Customer is seeking qualifications from interested Energy Services Companies (ESCOs) capable of providing a comprehensive solution that will reduce energy and operational costs for selected facilities owned by the Customer.

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

## **GENERAL RESULTS DESIRED**

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

Essential services and improvements sought are those that will reduce energy consumption in the Customer's facilities, upgrade capital energy-related equipment, improve building operations and maintenance, save costs through fuel switching or improved demand management, and aid in meeting environmental management responsibilities.

No contract shall exceed 20 years in duration and is subject to annual appropriations. The energy savings achieved by the installed energy efficiency measures (EEMs) need to be sufficient to cover all project costs including annual maintenance and monitoring fees for the duration of the contract term. At a minimum, the energy savings guarantee should be structured to correspond to the annual financing costs associated

with the project. The contract is subject to approval and review by the Mississippi Development Authority – Energy and Natural Resources Division.

## **REQUIRED SYSTEMS AND SERVICES CAPABILITIES**

ESCOs must have the demonstrated technical and managerial capabilities to address a broad range of building energy systems and provide a comprehensive set of energy services. Energy systems include, but are not limited to, heating, ventilation and air conditioning systems, lighting, windows, insulation and energy management controls, life safety measures that provide long-term, operating-cost reductions, building operation programs that reduce operating costs, other energy-conservation-related improvements, including improvements or equipment related to renewable energy, water and other natural resources conservation, including accuracy and measurement of water distribution and/or consumption, and other equipment, services and improvements providing energy efficiency. Energy services include, but are not limited to, an investment grade technical energy audit and report; the design, acquisition, installation, modification maintenance, commissioning, monitoring and training in the operation of solutions installed in this project.

Any stipulated energy and/or non-energy cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Customer.

Additional services may include continuing O&M for all improvements and/or training of the Customer's staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification (M&V) services include appropriate measurement and reporting of the performance and savings from improvements.

## **OVERVIEW OF TERMS AND CONDITIONS**

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

**Guarantee.** Improvements and services must result in guaranteed minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. The combined savings achieved by the installed projects must be sufficient to cover all project costs, including debt service, and all ESCO fees for services for the duration of the contract term. The guaranteed savings must be achieved each year. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by the Customer, and will not be allocated to future annual savings guarantees or shortfalls in other years.

**Financial Review.** Detailed financial projections of project benefits are dependent upon the scope of technical retrofits finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a

detailed engineering study and negotiation of the project structure. Respondents are encouraged to carefully review the evaluation criteria in the RFQ under Financial Approach and to respond as fully as possible.

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

## **DESCRIPTION OF THE PROCUREMENT PROCESS**

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

- 1.) **SUBMISSION OF WRITTEN QUALIFICATIONS:** The Customer through its designated representatives will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in this document. The Customer will either select the most qualified ESCO or request oral interviews from a shortlist of candidates of the procurement process.
- 2.) **ORAL INTERVIEW:** If so desired following the review of the RFQ packages, a shortlist of qualified firms may participate in an oral interview to more fully discuss how their qualifications to this project satisfy the evaluation criteria set forth in this document. ESCOs will be required to answer questions posed by the Project Evaluation Team. It will be the sole responsibility of the Project Evaluation Team to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFQ, client reference checking, and the oral responses received during the interview process.
- 3.) **SELECTION OF ESCO TO ENTER INTO INVESTMENT GRADE AUDIT AGREEMENT:** The selection committee will recommend and the Customer will select the ESCO deemed to be most qualified to perform the requested services. Customer and selected ESCO shall enter into an Investment Grade Audit Agreement. The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the Customer. If the Customer decides not to enter into a contract after the audit report has been accepted, the Customer agrees to pay the cost of the audit as stated in the contract, provided that all contract terms and conditions of the audit have been met by the ESCO. The Customer intends to negotiate a final Energy Services Agreement (ESA) for these services, which includes a minimum savings guarantee. If an acceptable contract cannot be reached within 90 days from the date of ESCO selection, negotiations with the second-ranked ESCO may be initiated.

## **SITE VISITS**

The Customer will arrange walk-through inspection tours of the facilities included in this RFQ upon request, prior to the submission of qualifications. Site representatives will be available to answer questions about the operation of the buildings. To make site visit arrangements, please contact Jeff Mayo, Interim County Administrator, [jmayo@neshobacounty.net](mailto:jmayo@neshobacounty.net), 601-656-6281.

## **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 Jeff Mayo, Interim County Administrator, [jmayo@neshobacounty.net](mailto:jmayo@neshobacounty.net), 601-656-6281.

## **SUBMITTAL FORMAT**

Companies who wish to be considered by the Customer must submit an original and three (3) copies of their response. All submissions become the property of the Customer and will not be returned to the ESCO. The Customer reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the County to do so. All costs associated with submission preparation will be borne by the submitting company.

## **PROPOSED PROJECT SCHEDULE**

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

<b>Activity</b>	<b>Dates</b>
Advertise/Issue RFQ	December 7, 2015
Site Visit	By January 15, 2016
Written Qualifications Due	January 19, 2016
Oral Interviews/Presentations	January / February
ESCO Selection	February / March
Investment Grade Audit Executed	March 2016
Negotiations and Execution of Energy Services Agreement	TBD
MDA Review and Approval of Technical Energy Audit & Report & Contract	TBD

## 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. Failure to provide any of the requested information will result in a "0" score for that respective category. Additional information required for the proper assessment of written submissions may be requested from the ESCO at the discretion of the Customer. The criteria are not ranked in order of importance.

ESCO Scoring Sheet	
	<b>Rating 1-10</b> (worst- best)

### Experience

1	Strong company history and number of years in business	
2	Experience with implementing guaranteed energy savings contracts	
3	Proof of National Association of Energy Services Company (NAESCO) Accreditation <i>(Yes = 10, No = 0)</i>	
4	Personnel demonstrate strong experience, professional qualifications and tenure with ESCO	
5	Clear assignment of responsibility for various project tasks to specific individuals	

### Track Record & References

6	Experience in delivering ESPC projects with similar clients and within the state of MS	
7	Positive feedback from reference base	
8	References: If non-energy savings were used, they are clearly explained & verifiable	
9	References: Demonstrate high percentage of measurement and verification	
10	NO past or pending litigation with performance contracting customers <i>(Correct = 10, Incorrect/Incomplete = 0)</i>	
11	NO cancelled or non-appropriated projects <i>(Correct = 10, Incorrect/Incomplete = 0)</i>	
12	NO occurrence of projects where there was either a criminal indictment or conviction related to the conduct of the performance contract <i>(Correct = 10, Incorrect/Incomplete = 0)</i>	

### Project Management

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

### Technical Approach

20	Transparency of guarantee language and inclusion in <i>Energy Services Agreement</i>	
21	Strong financial health to support the guarantee without a 3rd party backing	
22	Quality of post-installation support and measurement and verification services	
23	<i>Sample Savings Report</i> is transparent, straight-forward and supports mutual accountability	
24	Quality of baseline calculations and methodology for handling changes to the baseline	
25	Quality of <i>Sample Measurement &amp; Verification Plan</i>	
26	Reasonable approach to calculating stipulated savings and construction period savings	

### Financial Strength

27	Financial soundness and stability of ESCO	
28	Quality of audited financials, proof of insurance and proof and extent of bonding capabilities	
29	Reasonableness of pricing policy	
30	Capability to develop projects which qualify for attractive financing terms	

**ESCO TOTAL:**

## **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.
- b. **Standards of Comfort.** Specific standards of comfort, safety and functionality will not be degraded from the existing condition and/or shall meet minimum established industry standards. The ESCO will be responsible for maintaining the levels of comfort for each building as specified in the Technical Facility Profile or in any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.
- c. **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract.
- d. **Guaranteed Savings.** The Customer requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the Customer the amount of necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.
- e. **Annual Interest Rate.** The annual rate of interest paid under any lease-purchase agreement entered into by the Customer shall not exceed the maximum interest rate to maturity on general obligation indebtedness permitted under §75-17-101 of the Mississippi Code.

- f. **Construction Management.** The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the Customer to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.
- h. **Equipment Standardization.** All equipment installed that is comparable to similar equipment at other sites operated by the Customer shall be of the same manufacturer for standardization of equipment agency wide, unless otherwise accepted by the Customer.
- i. **As-Built Drawings.** Where applicable, ESCO must provide by mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with the Customer) of all existing and modified conditions associated with the project, conforming to typical engineering standards.

## 2. **Contractual Provisions**

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

- a. **Written Submissions.** The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between the Customer and the contractor.
- b. **Meeting Project Schedule.** The ESCO must provide a final schedule of project milestones including equipment-servicing and preventive maintenance provisions that will become part of any final contract. ESCO is responsible for meeting schedule deadlines. In the event any milestone or service provision is not met as scheduled without prior approval from the Customer, the Customer reserves the right to consider it a default and withdraw from all contractual obligations without penalty.
- c. **Customer Inspection.** The Customer must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. The Customer shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of this agreement. This is covered below by the open book pricing requirement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on

- file in legible form and retained for three years after close-out. The Customer retains the right to have its representative visit the site during the analysis and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors.
- d. **Final Approval of Customer.** The Customer retains final approval over the scope of work and all end-use conditions.
  - e. **Repayment of Project Financing.** The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by the Customer that the project is fully installed and functioning.
  - f. **Compliance.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all Customer regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from is contract. The contract must comply with the statutory provisions of §31-7-14 of the Mississippi Code.
  - g. **Handling of Hazardous Materials.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all reasonable Customer rules relative to the premises. In the event the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. The State may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.
  - h. **Methodology to Adjust for Changes.** The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.
  - i. **Hiring and Wage Requirements.** The ESCO will comply with all requirements for the payment of prevailing wages, and for minority and women-owned business enterprises.

- j. **Subcontractor Approval.** The Customer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project.
- k. **Bonding Requirements.** The ESCO will provide to the Customer assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.
- l. **ESCO Insurance.** Prior to the commencement of work, the ESCO must provide evidence of the required levels of insurance for both the construction and operations phases of the project.
- m. **Guaranteed Cost Savings.** Improvements and services must result in guaranteed a minimum annual energy and O&M savings option, as well as guaranteed minimum levels of occupant comfort. 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. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by Customer, and will not be allocated to shortfalls in other years or credited to future annual savings guarantees.
- n. **Applicability of O&M savings.** Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.
- o. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.
- p. **Contract Term.** No contract shall exceed 20 years in duration and is subject to annual appropriations.
- q. **Post-Contract Preventive Maintenance Schedule.** Upon completion of the contract, the ESCO shall provide to Customer a single comprehensive schedule of necessary preventive maintenance for all installations.

- r. **Non-Appropriations Clause.** Payments will be subject to annual appropriation in accordance with the provisions contained in §31-7-14 of the Mississippi Code, as amended.

## SUBMITTAL FORMAT

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### **WRITTEN SUBMITTAL INFORMATION**

The responses to this Request for Qualifications will consist of five (5) specific information subject areas and an Appendix which must be completed and returned in the order indicated below with each section divided and tabbed with the appropriate section title.

- A. Experience
- B. References and Track Record
- C. Project Management
- D. Technical Approach
- E. Financial Strength
- F. Authorization and Notary Statement

#### Appendix

- A-1 Sample Investment Grade Audit
- A-2 Sample Commissioning Plan
- A-3 Sample Energy Services Agreement (Performance Contracting Agreement)
- A-4 Sample Customer Savings Report
- A-5 Sample Measurement and Verification Plan
- A-6 Financial Statements

Any additional information not specifically requested in this RFP/Q must be put in a separate Appendix at the end of the response. Responses must be paginated and must include a table of contents.

- 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.

**Submittal Instructions:**

Submit one original and three (3) copies to the following location in a sealed envelope with the marking "2016 Energy Savings Performance Contracting RFQ" along with the date and time of opening:

Neshoba County Board of Supervisors  
C/O Chancery Clerk Guy Nowell  
401 Beacon Street, Suite 107  
Philadelphia, Mississippi 39350

Due Date: Submittal must be *received* at the above address no later than 11:00 AM on or before January 19, 2016.

For further information, please contact: Jeff Mayo at [jmayo@neshobacounty.net](mailto:jmayo@neshobacounty.net) or 601-656-6281.

**A. EXPERIENCE**

**1. General Firm Information**

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

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

NAME	TITLE	PHONE

Submittal is for: [ ] Parent Company [ ] Division [ ] Subsidiary [ ] Branch Office

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

Name of Office: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Address of Parent Company (if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Former Name(s) of Firm (if applicable)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. **Date Prepared:** \_\_\_\_\_

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

4. **Federal Employer Identification Number:** \_\_\_\_\_

5. **Year Firm was Established:** \_\_\_\_\_

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

Yes                                       No

**If yes, please indicate the appropriate category.**

American Indian                       Female-Owned  
 Spanish Surname                       Black  
 Asian-American                       Other

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

2010: \$\_\_\_\_\_ (to date)                      2013: \$\_\_\_\_\_

2011: \$\_\_\_\_\_                                      2014: \$\_\_\_\_\_

2012: \$\_\_\_\_\_

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.

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. Certifications, Awards and Credentials**

- a. Provide proof of membership by the Department of Energy and National Association of Energy Service Companies (NAESCO) accreditation.
- b. List of pertinent certifications, awards and credentials

**9. 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.  
\_\_\_\_\_
- 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.  
\_\_\_\_\_
- e. Discuss your firm’s local business footprint (years in business, annual revenues, number of employees, etc).  
\_\_\_\_\_
- f. List your firm’s pervious or current business association with the Neshoba County Board of Supervisors / Neshoba County, Mississippi.  
\_\_\_\_\_

**10. PERSONNEL INFORMATION**

- a. Submit an organizational chart that clearly identifies the roles and relationships of all key team members
- b. Using the format provided below, briefly describe the relevant experience, qualifications and educational background for **ONLY** those **PRIMARY** team members (no more than 10 individuals) **who will directly be working on this project.**

<b>Personnel Information</b>	
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.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

## B. REFERENCES AND TRACK RECORD

### 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 scope items Installed	
Construction Start and End Date	
Contract Start & End Dates	

Project History	
Dollar Value of Annual Projected Savings	
Break-out the Type and amount of any non-energy savings included in the project	
Method(s) of Savings Measurement and Verification and percentage of guarantee associated with each M&V protocol	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s)	
Provide current and accurate phone and email information 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.	

## 12. PROJECT TRACK RECORD

- a. Please provide a complete list of projects that in the last 5 years have experienced a savings shortfall, include the amount of the shortfall and method in which it was remedied under your firm's savings guarantee.
- b. Please provide a complete list of all projects that in the last 15 years:
  - i. Have cancelled or non-appropriated a performance contract with the respondent (list reason); or
  - ii. Have past or pending lawsuits or litigation regarding a performance contract with a customer (list reasons); or
  - iii. Have past "out of court" settlements regarding a performance contract (list reasons).
- c. 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.

- d. Please provide an acknowledgment letter signed by an officer of the respondent company affirming the statements in this section (12. Project Track Record) are true and correct. (Please include title of company officer). **Failure to provide accurate and complete information as requested is grounds for disqualification.**

## **C. PROJECT MANAGEMENT**

### **13. Project Understanding**

- a. Clearly demonstrate your firm's understanding of the scope of the energy savings project. Present a concise outline of specific services your firm is qualified and prepared to provide for the project.

### **14. Training Provisions**

- a. Please describe your firm's capabilities and proposed approach to provide technical training for the Customer's facility personnel.

### **15. Equipment Maintenance Services**

- a. Please address how you would approach the role of the Customer's personnel in performing maintenance on existing and new equipment.
- b. 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.
- c. Does your company (parent company) manufacture equipment? What is your approach to installing equipment/products from another manufacturer? Does your company have stated goals to use your equipment or products in ESPC projects?

### **16. Investment Grade Energy Audit**

- a. Please give a general description of your Investment Grade Audit Process
- b. Please provide a sample *Investment Grade Audit Report*

## 17. Construction Planning

- a. 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).
- b. Provide examples of situations where your firm has overcome challenges during the construction phase
- c. Approach to the selection of contractors and consultants

## 18. Project Commissioning

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

## D. TECHNICAL APPROACH

### 19. Savings Guarantee Calculations

- a. Please provide a copy of your firm's savings guarantee language and where to locate in your Energy Services Agreement. Please include a copy of your firm's *Energy Services Agreement*
- b. Please describe your processes and approach to post-installation support services, training and measurement and verification services.
- c. Please attach a *Sample Customer Savings Report* from a completed energy performance-contracting project currently in repayment.

### 20. Energy Baseline Calculation Methodology and Measurement and Verification Plan

- a. 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.
- b. 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.

- c. Describe your firm's approach to utilizing stipulated savings. Indicate any operational cost savings opportunities and how such savings are to be identified, documented, and measured.
- d. Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

## **E. FINANCIAL STRENGTH**

### **21. Demonstrate Financial Soundness of ESCO**

- a. Please describe the financial strength of your company as it relates to its ability to deliver performance for a period of 15-20 years. Does your firm hold the guarantee, or is a 3<sup>rd</sup> party utilized?
- b. Please provide the name, address, and the telephone number of firm(s) that prepared Financial Statements.
- c. Please provide proof of insurance showing the coverage and limits in place at the time of this RFQ
- d. Please provide evidence of bonding ability - Include your firm's bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability (i.e. Letter of Surety)

### **22. Demonstrate Reasonable Pricing Policies**

- a. 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.
- b. Describe your firm's overhead and profit pricing policies for these types of projects.
- c. Discuss your firm's approach to change orders.

### **23. Provision of Financing**

- a. Please briefly describe the types of financing arrangements used by your firm for past performance contracting projects. Describe 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.

**F. AUTHORIZATION AND NOTARY STATEMENT**

**24. AUTHORIZATION**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

Name of Organization: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**25. 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\_\_\_\_\_

**APPENDIX**

- A-1 Sample Investment Grade Audit
- A-2 Sample Commissioning Plan
- A-3 Sample Energy Services Agreement (Performance Contracting Agreement)
- A-4 Sample Customer Savings Report
- A-5 Sample Measurement and Verification Plan
- A-6 Financial Statements