

Jackson Public School District



Jackson Public School District
662 South President Street
Jackson, MS 39201

Contact Information:
Project Administrator: Erin Mason
Telephone: 601-960- 2778
E-mail: EClark@jackson.k12.ms.us

RFQ 2023-03

Title: Energy Savings Performance Contracting Services

Issue Date: October 10, 2023

Submission Deadline: November 02, 2023

Time: 10:00 a.m. (Central Standard Time)

PLEASE SUBMIT ORIGINAL RFP DOCUMENTS IN THE FORMAT/DESIGN ISSUED ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO THE PROPOSAL, BY MAIL, HAND DELIVERY OR BY UPLOADING TO www.centralbidding.com

If you would like the tabulation for this RFP after Board Approval, please go to www.jackson.k12.ms.us. Double click on Departments and select Finance and Operations. Open the Purchasing page. Select Purchasing Approved Bids/RFPs. These documents will give you the tab sheet approved by the Jackson Public School District Board of Trustees. If the RFP in question is not listed, contact the Purchasing Office at 601-960-8799 for assistance.

Questions regarding proposal specification are to be addressed to the Project Administrator, Mrs. Erin Mason listed above.

PROPOSAL FORM

**Board of Trustees
Jackson Public School District
Jackson, Mississippi**

Ladies and Gentlemen:

I/We, propose to furnish and deliver all items and/or to perform all services according to all sections of this rfp document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addendum if applicable) and in the quantities at the indicated prices, as called for in the document(s). All quantities indicated have been checked very closely, and both unit price and total price (where requested) have been submitted with the understanding that we shall be responsible for making complete and satisfactory delivery accordingly, within the time frame agenda (if applicable).

All items contained in this RFP shall be as specified or JPSD approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the rfp, if the item(s) is to be considered. Please carefully read each section of this RFP.

Acceptance of Proposals:

The Jackson Public School District reserves the right to:

- Have sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation from the proposal that does not affect the proposal, or gives one offeror an advantage or benefit not enjoyed by other offerors, or adversely impacts the interests of the school district.
- Accept the "lowest and best" RFP which in their judgment assures JPSD the product(s) or service(s) having the best performance and the highest level of function, quality and value.
- Not accept the lowest priced proposal. Proposals that do not comply with the requirements stated within this RFP subject to disqualification. Proposals that do not meet the deadline date/time will be returned to the vendor unopened.
- Request additional information or conduct discussions with one or more respondents after the RFP deadline, to secure a final selection to award RFP should such action be in the best interest of JPSD.
- See Pages eleven (11) and twelve (12) for further instructions.

I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS RFP TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS RFP SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN JPSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

RESPECTFULLY SUBMITTED,

COMPANY _____
 ADDRESS _____
 PHONE _____ FAX _____
 E-MAIL ADDRESS _____
 PRINTED SIGNATURE _____
 WRITTEN SIGNATURE _____
 TITLE _____
 DATE _____

CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED: WOMAN OWNED NON-MINORITY MINORITY



REQUEST TO ADD VENDOR

Post Office Box 2338 - Jackson, Mississippi 39225-2338
 Email: mmays@jackson.k12.ms.us or bjones@jackson.k12.ms.us

School/Department Requesting Vendor Addition _____

To be completed by Vendor:

Please complete all sections and emailed or fax back to (601-960-8967).

Will your company accept purchase orders? Yes No

Note: An original JPS purchase order is required for all material purchases. Do not accept any order without a purchase order.

Are you an employee of the Jackson Public School District? Yes No

Product Line _____

PARENT COMPANY NAME: _____

Doing Business As (dba) NAME: _____

Order Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

REMITTANCE ADDRESS:

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: (____) _____ Fax (____) _____

Email Address: _____

Parent Company Tax ID# _____

D/B/A Federal Tax ID/Social Security #: _____

Select One This information will be used to track purchases from minority vendors.

Minority Code: Woman & Minority Minority
 Non-Minority Woman

Select One
 Type of Entity Individual/Sole Proprietor Corporation
 Partnership Other _____

******JPS accepts no responsibility for orders filled without a valid purchase order.**

Submitted By: Signature _____ Date _____

FOR INTERNAL USE ONLY	
Vendor Number: _____	1099: <input type="checkbox"/> Yes <input type="checkbox"/> No
Completed By: _____	Date: _____

Company's W-9 must accompany this form for IRS purposes and Certificate of Insurance for not less than \$1,000,000 as stated in Mississippi Code Section 31-7-139v)

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal Requests for Proposals (RFP) from qualified vendors (hereafter referred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed RFP shall be received by JPSD, in the Business Office of the Jackson Public Schools, 662 South President Street, Jackson, Mississippi, until the time specified on the RFP Opening Schedule (front page of the formal RFP document), at which time all RFP shall be publicly opened and read aloud. Neither dating of the RFP form nor placing the RFP in the mail by this date shall meet legal requirements; the formal RFP document must be **received in the Business Office** of the Jackson Public School District on or before the date and time stated.

JPSD reserves the right to reject any and all RFPs received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this RFP document prior to submitting an RFP proposal. Any agreement generated due to an award, may be terminated by the District without cause upon one week's prior notice to vendor.

Vendor must provide a current copy of their company's Certificate of Insurance with Workers Compensation included in the coverage for not less \$1,000,000.00 dollars. JPSD must be listed as an insurer under the coverage provided. It is imperative that this insurance is maintained throughout the duration of the contact. This coverage must be submitted and kept on file with JPSD.

It is the basic philosophy of JPSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in determining whether their product or service meets specifications and the educational needs of the school district. JPSD shall fairly evaluate all formal RFP proposals submitted and base all decisions on the "lowest and best" RFP concept, purchasing only those products and/or services which meet the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. JPSD shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this RFP has met all legal requirements (Mississippi Code of 1972, Annotated, §31-7-13), hence the requirement to offer public notice of the intent of JPSD to solicit RFPs via this RFP document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to JPSD, an offer, for the sale of all products and/or services specified herein. It is the purpose of this RFP document to clearly define "open" and "competitive" product or service rfp specifications. All items on this RFP are to be **as specified or JPSD approved equal**.

Addendum: Vendor shall acknowledge the receipt of all addendums which were issued during the course of this RFP. If specified in the text of the addendum, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the RFP (e.g., pricing), in which case the Add RFP Addendum shall not only be acknowledged below but shall be completed and attached to the RFP at the time the RFP proposal is submitted. Receipt of the following Addendum issued during the course of this formal RFP is hereby acknowledged:

Addendum Number		Date	
Addendum Number		Date	
Addendum Number		Date	

It is acknowledged that this rfp proposal consists of the following sections: **PROPOSAL FORM, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS** and any **ADDENDUM** (if applicable).

Net Prices

In all cases, prices quoted are to be net including all applicable discounts. A separate price shall be offered for each item and not in combination with other items (unless the grouping of items is otherwise allowed as defined in the specifications). Unit price shall prevail in case of a conflict between unit and total price (extension); written price shall prevail in case of a conflict between written and enumerated pricing. Vendors are instructed to **round off all unit**

pricing and extensions to the nearest whole cent; i.e., round the pricing to two places to the right of the decimal point only. JPSPD will only accept pricing which is stated in this manner. All items for which pricing is submitted which is other than two places to the right of the decimal shall be accepted; however, all digits beyond a whole cent (more than two places to the right of the decimal) shall be ignored in the RFP analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

Payment and Invoicing

Unless otherwise indicated in the detailed specifications of this RFP document; JPSPD shall make remittance in a **single lump sum** payment **following satisfactory delivery of all items** listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. JPSPD remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are delivered and/or satisfied.

It is mutually understood that invoices submitted against Multi-Year or Open Purchase Orders, remittances are processed based on the contracted scheduled agreement prior to the purchase order being generated. Only **Multi-Year** and **Open Purchase Orders** have multiple invoices received for remittance for payment. Professional Services, materials and other such services; invoices are submitted for payment in intervals following satisfactory delivery of ALL services and /or performance of ALL services indicated in the contracted agreement between said vendor and JPSPD for that time period, following inspection if applicable. **Any freight/shipping cost that may be incurred for tangible items, such as books, pamphlets, handouts, materials need for presentations, etc. must be included in the total price proposal price submitted if and applicable.**

Performance Penalty

The Vendor is subject to a 10% penalty on this agreement for the **2023-2024** school year if the academic objectives of this agreement are not satisfied. The District will withhold 10% of the total contract for final payment to be made after the academic objectives are satisfied.

Default and Delays

Upon failure of the Vendor to deliver all of the items ordered or to render service, within the time set or allowed, the successful Vendor shall be considered in default, in which case JPSPD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by JPSPD whether the said cost is the same as originally accepted or any excess cost.

Damage to School Property

Any damage or loss to JPSPD property as a result of any action by the Vendor in the delivery, execution or performance of any item or service stated in these specifications shall be repaired or replaced to the satisfaction of designated JPSPD personnel, at the Vendor's cost, within a reasonable time.

Guarantee

Each Vendor, by presenting an rfp under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, JPSPD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this RFP for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide coverage as indicated in the specifications.

Acceptance and Award of RFP Proposals

The Vendor's RFP proposal, once submitted and accepted as a valid RFP by JPSPD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSPD as per the terms of the RFP specifications, all products and/or services contained therein. RFP proposals are subject to acceptance by JPSPD at any time within forty-five (45) calendar days following the RFP opening date. Consequently, all price quotations shall be effective for a minimum of forty-five (45) calendar days and a maximum period as indicated in the specifications. All RFPs must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose RFP, conforming to the specifications, is deemed to be the most advantageous to JPSD, price and all other factors considered. The Vendor acknowledges the right of JPSD to reject the RFP, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the rfp is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from JPSD (i.e., a duly issued purchase order or signed contract). All RFPs shall be approved by the Board of Trustees prior to the final award.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the RFP proposal offer made by the Vendor, for all items and/or services approved by the Board of Trustees and awarded as a result of this RFP. However, if in the opinion of JPSD, a contract document is required to authorize the award of the RFP, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: If Vendor policy requires that JPSD sign Vendor contract documents, a sample of all such documents shall be included with the RFP proposal and shall become a part of the Vendor's RFP proposal.

All awards are based on the availability of funding. In the event of a reduction of funds, this award can be rescinded at any time.

Grievance Procedure

JPSD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSD's RFP process. If Vendor disagrees with any aspect of the RFP process, Vendor shall adhere to the following procedure. Vendor shall submit a letter or written statement of protest to the Purchasing Agent, with a copy to the Superintendent, identifying the RFP, including RFP number, title, opening date and, if applicable, the item number(s) at issue, and explaining, in detail, the nature of and/or reason(s) for the protest. No verbal protest shall be acknowledged by JPSD. Vendor protests must be received by the Purchasing Agent not later than five (5) business days prior to the date of the Board meeting at which the Board is to act upon the RFP that is the subject of the protest. A review committee, appointed by the Superintendent, shall evaluate the protest and render a decision expeditiously. The decision of the review committee shall be based on evidence presented by the Vendor, the Purchasing Agent and other appropriate parties, to be determined in the discretion of the committee. In the sole discretion of the committee, the committee may conduct a hearing on Vendor's protest. The decision of the review committee shall be submitted to the Superintendent for approval. The protesting Vendor shall be informed, in writing, of the Superintendent's decision not later than two (2) business days prior to the date of the Board meeting at which the Board is to act upon the RFP that is the subject of the protest. The Superintendent's decision shall be final unless Vendor appeals such decision to the Board of Trustees. If Vendor wishes to appeal the Superintendent's decision, Vendor shall deliver its appeal, in writing, to the Office of the Superintendent not later than 12:00 p.m. on the date of the Board meeting at which the Board is to act upon the RFP that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the RFP that is the subject of the appeal and Vendor, upon written request, will be granted up to five (5) minutes to appear and present to the Board at such meeting its protest and/or appeal. After the Board takes final action upon an RFP, no appeals or protests will be acknowledged by JPSD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

Proposal Cover Page

VENDOR INFORMATION

Name and Title _____

Company Name _____ Date _____

SUBMISSION COVER SHEET AND CONFIGURATION SUMMARY

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in vendor selection for approval. I further certify that _____ is an authorized dealer in good standing of the products/services included in the proposal submitted in response to the RFP.

Authorized Signature

Date

Printed Signature

CONFIGURATION SUMMARY

Vendor must provide a summary of the main component of services offered in this proposal using 100 words or less.

ASSURANCES AND SIGNATURE FORM

In submitting this application I certify that:

1. The organization will comply with applicable federal, state, and local policies and procedures.
2. Services will be provided under the supervision of highly qualified teachers and/or administrators.*
3. The organization will maintain professionalism and confidentiality.
4. The organization is fiscally sound and will be able to complete services to the local educational agency.
5. The organization will ensure that the services provided are aligned the Mississippi Curriculum Frameworks and scientifically research based practices.*
6. The organization will comply with applicable federal, state, and local health, safety, and civil rights laws.
7. Provisions that subject all individuals employed by or otherwise associated with the approved provider, including volunteers, support staff, etc., who have direct contact with students, to the fingerprint and criminal history record check contained in law, including, Education Laws 305(30), 1125(3), 1604(39), 1604(40), 1709(39), 1709(40), 1804(9), 1804(10), 1950(4)(11), 1950(4)(mm), 2503 (18), 2503(19), 2554(25), 2554(26), 2590-h (20), 2854(3)(a-2), 2854(3)(a-3), and 3035.
8. All services will be secular, neutral, and non-ideological.
9. The organization will provide the local educational agency with information regarding implementation of proposal initiatives in increasing achievement, in a format, and to the extent practicable, a language or other mode of communication such that district personnel, parents / legal guardians, and community members can understand.*

The undersigned hereby certifies that I am an individual authorized to act on behalf of the organization in submitting this application and assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

Name of Organization

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed

*For Educational/Instructional proposals



INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM

(Please print clearly or type)

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If, no please register and provide documentation of registration status. (State/Other fund requirement)	

***Appropriate signatures shall certify statements below.*

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District(JPS) that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS) that the CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certify that all entities who are in partnership through this contract or grant with the Jackson Public School District(JPS) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to JPS.

Original Signature of Contractor or Authorized Official *Date*



**INDEPENDENT CONTRACTOR
DEBARMENT VERIFICATION FORM***

(Please print clearly or type)

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered with www.sam.gov (Yes or No) If yes, attach supporting documentation and DUNS number must be Active with open access. (Federal fund requirement)	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If not, please register and provide documentation of registration status. (Federal and State/Other fund requirement)	

***Appropriate signatures shall certify statements below.*

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS), that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS), that the CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that all entities who are in partnership through this contract or grant with the Jackson Public School District(JPS) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to JPS.

Original Signature of Contractor or Authorized Official *Date*

**Project is being supported with federal funds*

Submission of RFP Proposals Instructions if not emailed to the email address listed:

- Responses, once completed, should be placed in an opaque, sealed envelope
- On the outside of the envelope, list the Company’s name/address, RFP number, title, opening date and addressee information as they appear in the RFP proposal that the response may be accurately delivered and registered upon receipt. A designated official who is a legal representative of the Company must list required signatures where noted prior to submitting sealed proposal.
- Failure to comply with the above submittal instructions will cause proposals not to be registered or cataloged to the appropriate file or received timely. The original documents must be displayed in front of all copies submitted by interested parties.
- Please submit Original RFP Documents in the Format Outlined along with Six (6) Copies and any Documentation submitted with the Proposal when Mailed or Hand Delivered to:
- Any proposal not received by the stated deadline/time will not be considered and/or opened. The proposal will be returned to the Vendor at the Vendor’s expense.
- The District accepts no liability for late submissions due to the actions of the United States Postal Service, Federal Express, United Parcel Service or any other delivery methods.

Page (32): Cover page is to be placed on the very front of the vendors submitted proposal. In the event this page is not displayed when the opening of proposal occurs; it will not be acknowledged or allowed to be presented or evaluated. Place this page on the very front of the submitted documents. This is required on all submitted proposals weather mailed, hand delivery or electronically Uploaded. Submitted proposal must be signed by an authorized official to bind the offeror to the proposed provisions.

Proposals received after the due date and time will NOT be considered. Incomplete proposals will not be accepted in the evaluation process and will not be returned for revisions. No faxed or emailed copies will be accepted. The Proposal Cover Page is located on page (32) of this document.

Please submit the proposal when mailed or hand delivered to the below address:

Jackson Public School District
Business Office
Attn: Bettie Jones
662 S. President Street
Jackson, MS 39201

Or

Mailed or hand-delivered proposal must include the Original and six (6) copies. Proposals may be uploaded to www.centralbidding.com before the designated date and time. No copies are warranted if uploaded electronically.

Please follow the proposal submittal instructions.

INSERT PAGE NUMBERS WHEN SUBMITTING ELECTRONIC PROPOSALS. PLEASE SUBMIT RFP DOCUMENTS IN THE ORIGINAL FORMAT ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO PROPOSAL AND UPLOADED TO www.centralbidding.com. For any questions concerning the process, or how to register, please contact Central Bidding at 225-810-4814.

In order for this proposal to be accepted for evaluation, all information must be completed and all instructions must be followed.

Until further notice, all hand delivery proposals delivered between 9:00 a.m. until 9:59 a.m. (local prevailing time) the date the bid is scheduled to open, must be delivered to JPSP Board Room, 621 South State Street, Jackson, MS 39201.

RFPs openings will be video recorded for the public to view on the above date and time at Jackson Public School District, Central Office 621 S. South State Street, Jackson, Mississippi 39201.

The REQUEST FOR QUALIFICATIONS (RFQ)

Issued by

JACKSON PUBLIC SCHOOLS

For Energy Savings Performance Contracting Services

INTRODUCTION

JACKSON PUBLIC SCHOOLS ("Customer") requests proposals from qualified firms to provide an Energy Savings Performance Contract. According to MS Code: 31-7-14, the Customer is seeking qualifications from interested Energy Services Companies (ESCOs) capable of providing a comprehensive solution that will reduce energy and operational costs in the Customer's company data center and network operations center (NOC).

At a minimum, the ESCO must meet the following qualifications:

- Licensed in the State of Mississippi
- An approved contractor by the State of Mississippi
- An approved ESCO by the Mississippi Development Authority Energy & Natural Resources Division
- Optional - holds a National Association of Energy Services Companies (NAESCO) certification and,
- Have existing experience in the implementation of Energy Performance contracts.

GENERAL RESULTS DESIRED

The Customer seeks a broad range of services and capital improvements to improve Customer facilities' energy and operational efficiency, address critical infrastructure needs and enhance Customer facilities' health, safety, comfort, and functional alignment in the District's Data Center and District Network Operations Center (NOC).

These services and capital improvements will be provided and financed through an Energy Services Agreement, which could include, but is not limited to, an Energy Performance Contract, Energy Services Contract, Energy-as-a-Service or other Public-Private-Partnership model enabled under Mississippi Code 31-7-14 - Public contracts of energy efficiency, or other applicable state procurement legislation.

No contract shall exceed 20 years and is subject to annual appropriations. The Customer is seeking a budget-neutral project and is considering a combination of federal funding, grants, and rebates, as well as budget-neutral energy financing that can be repaid out of guaranteed annual savings. If federal funding is used to fund the proposed projects, in whole or in part, ESCO would be responsible for ensuring that all contractors and project elements meet all applicable State and federal codes, regulations, and requirements necessary for federal funding opportunities available to the Customer, including but not limited to the following:

- Coronavirus Aid, Relief, and Economic Security (CARES) Act,
- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA),
- American Recovery Plan Act (ARP), and
- Infrastructure Investment and Jobs Act (IIJA).

Additionally, the Customer is open to additional opportunities, projects, or phases of work that would improve facilities and operations and drive energy and operational efficiencies.

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 comprehensive 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 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 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 and is subject to annual appropriations.

Guarantee. Improvements and services must guarantee minimum annual energy and O&M savings options and minimum occupant comfort levels. 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. The Customer will hold annual cost savings from improvements beyond the guaranteed minimum savings. They will not be allocated to future annual savings guarantees or shortfalls in other years.

Financial Review. Detailed financial projections of project benefits depend upon the final selected and installed technical retrofit scope. It is premature to emphasize projected financial benefits before completing a detailed engineering study and negotiating the project structure.

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 thoroughly documented and approved by the Customer.

DESCRIPTION OF THE PROCUREMENT PROCESS

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

1. **SUBMISSION OF WRITTEN QUALIFICATIONS:** The Customer, through its designated representatives, will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in Attachment B. The Customer will either select the most qualified ESCO or request oral interviews from a shortlist of candidates for the procurement process.
2. **ORAL INTERVIEW:** If so desired, following the review of the RFQ packages, the Customer may compile a shortlist of qualified firms to participate in an oral interview to discuss more fully how their qualifications for this project satisfy the evaluation criteria outlined in Attachment B. It will be the sole responsibility of the Project Evaluation Team to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFQ, client reference checking, and the oral responses received during the interview process.
3. **SELECTION OF ESCO TO ENTER INTO INVESTMENT GRADE AUDIT AGREEMENT:** The selection committee will select the ESCO deemed to be most qualified to perform the requested services. The 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. Suppose the Customer decides not to enter a contract after the audit report has been accepted. In that case, the Customer agrees to pay the cost of the audit as stated in the contract, provided that the ESCO has met all contract terms and conditions of the audit. The Customer intends to negotiate a final Energy Services Agreement (ESA) for these services. If an acceptable contract cannot be reached within 90 days of ESCO selection, negotiations with the second-ranked ESCO may be initiated.

SITE VISITS

Optional walk-through inspection tours of the District's Data Center and Network Operations Center (NOC) included in this RFQ will be conducted on the dates and times outlined in Proposed Project Schedule in this RFQ. District representatives will be available to answer questions about the operation of the data center and the NOC and provide tours of the current facilities. Electronic registrations must be submitted using the link provided at <https://forms.office.com/r/zrJFdtsmWS>

The registration link can also be requested via email from Erin Mason at eclark@jackson.k12.ms.us

RESTRICTION OF CONTACT

From the issue date of this RFQ until the Customer selects a respondent for an award, the contact persons listed below are the sole points of contact concerning this RFQ. All inquiries must be submitted in writing. Any violation of this condition may cause rejection of the offending ESCO's submission. If it is discovered that ESCO has violated this condition, the offending ESCO's response may be rejected, or the contract award rescinded. ESCOs must agree not to distribute any part of their submissions. An ESCO that shares information in its submission with other Customer personnel and/or competing ESCO personnel may be disqualified. Direct all inquiries concerning this RFQ to the following contacts:

Earl Burke, Chief Operations Officer

eburke@jackson.k12.ms.us

Erin Mason, Executive Director of Information Technology Services

eclark@jackson.k12.ms.us

ATTACHMENTS

The following items are attached to aid companies in responding to this request.

- Attachment A: Contract Terms and Conditions
Attachment B: ESCO Profile Form

PROPOSED PROJECT SCHEDULE

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

Activity	Dates
Advertise/ Issue Public Notice in the local paper	October 16, 19, 23, 26, 2023
Site Visits Registration link: https://forms.office.com/r/zrJFdtmWS	October 25, 2023 – 10:00 am CST October 26, 2023 – 1:00 pm CST
Written RFQ Proposals Due	November 2, 2023 10:00 am CST
Selection Committee to Evaluate RFQ Proposals & Short-List Top 3 Energy Services Companies (ESCOs)	
Submit ESCO selection to be included in August Board Meeting Agenda	
Seek Board Approval of ESCO Selection	
Negotiate Investment Grade Audit Agreement (IGA) with ESCO & Board Attorney	TBD
Investment Grade Audit Executed	TBD
Seek Board Approval of Investment Grade Audit (IGA) with ESCO	
MDA Review and Approval of Technical Energy Audit & Report & Contract	TBD

ATTACHMENT B EVALUATION CRITERIA

The criteria listed below will be used in evaluating 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 Customer's discretion. Written responses should include all necessary information pertinent to these evaluation criteria. Failure to provide any requested information will result in a "0" score for that respective category. Additional information required for adequately assessing written submissions may be requested from the ESCO at the Customer's discretion. The criteria are not ranked in order of importance.

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

Experience

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

Track Record & References

7	Strength of overall track record in Mississippi with school districts	
8	Experience working with school districts delivering solutions similar to the Customer's desires and collaborating with subcontractors in the region.	
9	Positive feedback from the provided references	
10	Reference Savings Transparency: If non-energy savings were used, they are clearly explained and verifiable	
11	Strength of approach to savings shortfalls and experience with repayment for non- performance	

Project Management

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

Technical Approach

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

Financial Strength

25	Financial soundness and stability of ESCO (ability to support the guarantee)	
26	Quality of audited financials, proof of insurance, and proof and extent of bonding capabilities <i>(If audited financials are not provided, score = 0)</i>	
27	Reasonableness of pricing policy	
28	Capability to develop projects which qualify for attractive financing terms	
29	Experience in implementing federally funded projects in Mississippi	
30	Experience in seeking, bundling, and delivering creative funding opportunities that enhance the financial attractiveness of the project.	

31	ESCO followed the requested response format and provided complete answers to questions.	
32	ESCO aligns with the vision of the Customer	

ESCO TOTAL:		
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The establishment, application, and interpretation of the above criteria shall be solely within the Customer's discretion. The Customer reserves the right to reject all submissions.

ATTACHMENT A

CONTRACT TERMS AND CONDITIONS

The minimum conditions the Customer will accept from the selected ESCO are described below. This section defines the scope of services related to the technical requirements that will be included in any final contract. It also defines the necessary 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 of the District's Data Center and Network Operations Center.** 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. Suppose the Customer decides not to enter a contract after the audit report has been accepted. In that case, the Customer agrees to pay the audit cost as stated in the submitted response to this RFQ, provided that the ESCO has met all contract terms and conditions of the audit.
- 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 comfort levels for the data center and NOC as specified in the Technical Facility Profile or 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 under this contract.
- d. **Guaranteed Savings.** The Customer requires a minimum annual savings guarantee. Suppose the project does not generate the guaranteed level of savings in any given year. In that case, the ESCO will be responsible for reimbursing the Customer the amount necessary to pay for annual project financing and all related contractual 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 interest rate 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 to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed, requiring the Customer to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.
- h. **Equipment Standardization.** All installed equipment must be comparable to similar equipment at other sites operated by the Customer as well as currently operating in the data center and NOC and shall be of the same manufacturer for standardization of equipment District-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 specific engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completion of installation.

2. Contractual Provisions

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

- a. **Written Submissions.** The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between the Customer and the contractor.
- b. **Meeting Project Schedule.** The ESCO must provide a final schedule of project milestones, including equipment-servicing and preventive maintenance provisions that will become part of any final contract. ESCO is responsible for meeting scheduled deadlines. Suppose any milestone or service provision is not met as scheduled without prior approval from the Customer. In that case, the Customer reserves the right to consider it 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 stipulation 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 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 comply 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 by sound engineering and safety practices and compliance with all Customer regulations relative to the premises. The ESCO and its subcontractors will obtain all required governmental permits, consents, and authorizations and pay state and city-required taxes and fees resulting from the 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 comply 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 compliance with all reasonable Customer rules relative to the premises. If the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. In its sole discretion, the Customer may 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, or utility rates can be accommodated fairly and agreeably to both parties.
- i. **Hiring and Wage Requirements.** The ESCO will comply with all requirements for paying prevailing wages and minority and women-owned business enterprises.
- j. **Subcontractor Approval.** The Customer retains the right to approve any ESCO-selected subcontractor before its commencement of work on this project.
- k. **Bonding Requirements.** The ESCO will provide the Customer assurance of completion in the form of separate performance and labor and material payment bonds, each in 100 percent of all subcontracts.
- l. **ESCO Insurance.** Before the commencement of work, the ESCO must provide evidence of the required levels of insurance for the project's construction and operations phases.
- m. **Guaranteed Cost Savings.** Improvements and services must guarantee a minimum annual energy and O&M savings option and minimum levels of occupant comfort. The combined savings achieved by the installed projects must be sufficient to cover all project costs, including debt service and contractor fees maintenance, monitoring, and other services, for the duration of the contract term.
- n. **Applicability of O&M savings.** Any O&M cost savings related to the 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 and is subject to annual appropriations.
- q. **Post-Contract Preventive Maintenance Schedule.** Upon completion of the contract, the ESCO shall provide the Customer with a comprehensive schedule of necessary preventive maintenance for all installations in the data center and NOC.
- 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.

ATTACHMENT B

ESCO PROFILE FORM AND ESCO QUALIFICATIONS AND APPROACH TO THE PROJECT 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

Appendix

A-1 Sample Investment Grade Audit

A-2 Sample Commissioning Plan for a data center project that includes but is not limited to; power systems, backup power, heating and cooling, and management and notifications systems.

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 explicitly 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 Customer's property and will not be returned to the ESCO.
- The submitting ESCO will bear all costs associated with submission preparation.

A. EXPERIENCE

1. General Firm Information

FIRM'S NAME:		
MAILING ADDRESS:		
PHYSICAL ADDRESS:		
CITY:	STATE:	ZIP:
SCHOOL DISTRICT:		
PHONE:		
EMAIL:		
WEBSITE:		

Names, Titles, and Phone Numbers 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 or 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 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. Corporate Background / Historical Data

- a. How many years has your firm been in business under its present business name?
- b. Indicate all other names by which your organization has been known and the length of time known by each name.
- c. Please identify all states where your firm is legally qualified to do business.
- d. How many years has your firm been involved in the energy-related business?
- e. List your firm's previous or current business association with [CUSTOMER]

8. Program Approach

- a. General discussion of your firm's approach and experience in providing Energy Services Agreements, identifying key elements that distinguish your firm's offering as it pertains to this project.
- b. Five-year summary of contract values for Energy Services Agreements implemented and currently under contract with your firm.

2017: \$ _____ 2019: \$ _____ 2021: \$ _____

2018: \$ _____ 2020: \$ _____

- c. Indicate the number of all Energy Services Agreements implemented and currently under contract with your firm. Limit your response to ONLY those projects managed directly by the specific branch, division, office, or any individual in a such branch, division, or office that will be specifically assigned to this project. _____.
- d. Estimate of the total value for all Energy Services Agreements that are currently in repayment and under contract with your firm: \$ _____ (total value) as of _____ date.

9. 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

10. Personnel information

- a. Submit an organizational chart that identifies the roles and relationships of all key team members.
- b. Fill out the Project Staffing Plan using the format below, clearly delineating in-house and outsourced services.

AREA OF RESPONSIBILITY	NAME	EMPLOYER
OVERALL PROJECT DEVELOPMENT		
ENERGY AUDIT & ENGINEERING		
CONCEPTUAL & DESIGN ENGINEERING		
LIGHTING		
MECHANICAL		
BUILDING AUTOMATION		
OTHER		
CONSTRUCTION MANAGEMENT		
SAVINGS MEASUREMENT & VERIFICATION		
POST-PROJECT SUPPORT SERVICES		
FINANCING / REBATES / GRANTS		
OTHER		

- c. Using the format provided below, briefly describe the relevant experience, qualifications, and educational background for **ONLY** those **PRIMARY** team members (no more than ten individuals) **working directly on this project.**

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.	
Describe energy performance contracting experience this individual has been involved with, while employed with responding ESCO, 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

- a. Briefly summarize your firm's experience in delivering energy partnerships in data centers in Mississippi and how your firm has impacted the State and market.
- b. Using the following forms, list at least (5) *five* energy performance contracting projects currently under contract with your firm that is in repayment with at least one full year's worth of saving data. *Limit your response to ONLY those projects managed directly by the specific branch, division, office, or any individual in a 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.) or performed by other ESCOs 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	
Contract Start & End Dates	
Dollar Value of Annual Projected Savings	
Break-out the type and amount of any non-energy savings included in the project (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification and percentage of guarantee associated with each M&V protocol	
Identify 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 five years, have experienced a savings shortfall, including the amount of the shortfall and the method in which it was remedied under your firm's savings guarantee.

C. PROJECT MANAGEMENT

13. Project Understanding

- a. Provide a general overview of the solutions and services your firm would explore for this data center and network operations center project.
- b. Explain why your company would be the best partner for the Customer.

14. Investment Grade Energy Audit

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

15. Construction Planning

- a. Please describe your firm's proposed approach to scheduling and completing the work required to implement a performance contract in the Customer's data center and network operations center.
- b. Provide examples of situations where your firm has overcome challenges during the construction phase.
- c. Please describe your firm's approach to the selection of contractors and consultants

16. Project Commissioning

- a. Please describe your firm's approach to equipment commissioning. Please provide a *Sample Commissioning Plan for a Data Center Project that includes but is not limited to all power systems including backup power and climate control* from a completed performance contract implemented by your firm.

17. Training Provisions

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

18. 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 offerings your company provides to support maintenance needs. What is the relationship of maintenance services to the savings guarantee, any required length of the maintenance agreement, and what impact would the termination of maintenance before the end of the contract term 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 for using your equipment or products in ESPC projects?

C. TECHNICAL APPROACH

19. Savings Guarantee Calculations

- a. Please provide a copy of your firm's savings guarantee language and where to locate it 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, 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 unique 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 weather occupancy, and 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 the treatment of savings achieved during construction and how those savings will be documented and verified.

D. FINANCIAL STRENGTH

21. Demonstrate the Financial Soundness of ESCO

- a. Please describe the financial strength of your company as it relates to its ability to deliver performance for 15-20 years. Does your firm hold the guarantee, or is a 3rd party utilized?
- b. Please provide the name, address, and telephone number of the firm(s) that prepared the Financial Statements.
- c. Please include a copy of your firm's *audited financial statements* from the most recent year
- d. Please provide proof of insurance showing the coverage and limits in place at the time of this RFQ
- e. 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 projects.
- c. Discuss your firm's approach to change orders.

23. Provision of Financing

- a. Please briefly describe the financing arrangements used by your firm for past performance contracting projects. Describe the preferred approach to providing or arranging for this project, including a description of the source of funds and the potential dollar amounts available to your firm to finance these 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.
- b. Briefly describe your firm's experience in implementing federally funded projects.
- c. Briefly describe creative ideas your firm can provide that would improve the financial attractiveness of this project.

APPENDIX

A-1 Sample Investment Grade Audit

A-2 Sample Commissioning Plan for a Data
center and Network Operations Center Project

A-3 Sample Energy Services Agreement (Performance Contracting Agreement)

A-4 Sample Customer Savings Report

A-5 Sample Measurement and Verification Plan

A-6 Audited Financial Statements

Jackson Public School District Proposal Submission Cover Page



Jackson Public School District
662 South President Street
Jackson, MS 39201

RFP Proposal # _____

RFP Title _____

Submission Deadline Date and Time: _____

Participating Vendor Name _____

Address _____

Hand written Signature _____

Print Name _____

Addendums Acknowledge Yes _____ or No _____

Combined Proposal Total Cost _____

This required cover page is to be placed on the very front of the vendors submitted proposal. In the event that this page is not displayed when the deadline opening date occurs; it will not be acknowledged or allowed to be presented for evaluation. Place this page on the very front of the submitted documents. This applies to all submitted proposals weather mailed, hand delivery or electronically emailed.