

PENSACOLA JUNIOR COLLEGE

PURCHASING AND AUXILIARY SERVICES
1000 College Boulevard
Pensacola, FL 32504-8998

REQUEST FOR INFORMATION

ENERGY PERFORMANCE CONTRACTING SERVICES

RFI #01 – 05/06

To be considered, Contractors must submit hand delivered only in a sealed package, one (1) original and five (5) copies of a Statement of Information to: PENSACOLA JUNIOR COLLEGE, Attn: Angie C. Jones, Director of Purchasing and Auxiliary Services, Building 7, Room 737A, 1000 College Boulevard, Pensacola, Florida 32504-8998 and marked, RFI #01-05/06, STATEMENT OF INFORMATION FOR ENERGY PERFORMANCE CONTRACTING SERVICES, no later than **11:00 a.m. on Wednesday, January 4, 2006**. Statements of Information that arrive after the closing time and date shall not be considered. Telephone, facsimile, e-mail or telegraphic Statements of Information shall not be accepted. Complete requirements are attached.

Note:

A **mandatory** pre-submittal conference will be held at **9:00 a.m. on Tuesday, December 6, 2005** in the Room 736B, Building 7, Barfield Administration Building, on PJC's Pensacola's Campus, 1000 College Boulevard, Pensacola, Florida 32504-8998. The RFI will be reviewed and questions will be addressed.

If a Contractor requests a copy of this RFI, but decides not to respond, please complete the Statement of Non Response (Exhibit D) and return it to the address receiving the Statements of Information.

Angie C. Jones
Director of Purchasing and Auxiliary Services

PENSACOLA JUNIOR COLLEGE

DEPARTMENT OF PURCHASING AND AUXILIARY
SERVICES

RFI #01-05/06

Request for Information

for

Energy Service Performance Contracting

This document shall serve to provide interested parties with specific information as to the Procedures for Selection of Energy Performance Contracting Services for Pensacola Junior College.

Procedures for Selection of Energy Performance Contracting Services

PENSACOLA JUNIOR COLLEGE

DEPARTMENT OF PURCHASING AND AUXILIARY SERVICES

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REQUEST FOR INFORMATION

PROJECT NAME: Energy Performance Contracting Services

PROJECT LOCATION: Escambia County

RFI NUMBER: #01-05/06

0.0 DEFINITIONS

- 0.1 District Board of Trustees of Pensacola Junior College Pensacola, FL. The College is a political subdivision of the State of Florida. Pensacola Junior College is a public, associate degree-granting institution.
- 0.2 Contractor refers to the pre-qualified companies approved by the District Board of Trustees of Pensacola Junior College as the preferred Contractors recommended for further consideration.

1.0 PROJECT DESCRIPTION

- 1.1 The District Board of Trustees of Pensacola Junior College, ("PJC") located at 1000 College Boulevard, Pensacola, Florida is interested in entering into a contract with a qualified Contractor to perform Energy Performance Contracting Services. The Contractor is responsible for the successful, timely, and economical completion of the construction project.
- 1.2 The Energy Audit Contract shall be subject to the limitations and restrictions of Florida Statutes, and will include the terms and conditions required by this RFI and the Energy Audit Agreement in Attachment A.
- 1.3 Contractors will be evaluated by a Selection Committee on their responses and abilities to successfully perform the scope of services per their Statement of Information.

2.0 SCOPE OF SERVICES

- 2.1 PJC is interested in contracting for a full range of energy services and energy-related capital improvements (financed through a performance-based contract, guaranteed savings or similar agreement at no initial capital cost to PJC). These services may include but are not limited to: an energy audit, the design acquisition, installation, modification, and training in the operation of existing and new equipment which will reduce energy consumption associated with the heating, ventilation and air conditioning system, the lighting system, building envelope, the domestic hot water system, and other energy using devices; as well as for savings which would not reduce consumption per se but are aimed at cost savings, such as fuel switching or rate changes. Services requested also include the training of facility staff with respect to routine maintenance and operation of

all improvements. Improvements must result in a guaranteed energy savings. No contract term shall exceed twenty (20) years in duration. The cost savings achieved by the installed projects need to be sufficient to lower all project costs including annual maintenance and monitoring fees for the duration of the contract term. PJC reserves the right to utilize private financing to pay for all or partial cost of the project.

3.0 DESCRIPTION OF SELECTION AND PROCUREMENT PROCESS

- 3.1 It is anticipated that the process for the procurement of these energy services will proceed in three phases as directed by the District Board of Trustees.
- 3.2 Phase I - Contractor Selection and Energy Audit:
 - 3.2.1 PJC's Selection Committee will request and receive written responses to this Request for Information (RFI) from the two (2) preferred Contractors.
 - 3.2.2 Written responses will be reviewed and evaluated in accordance with the selection criteria, and each Contractor will participate in a detailed oral presentation and interview to further discuss how their approach to this project satisfies the selection criteria. The Contractor will be required to answer questions posed by the Selection Committee.
 - 3.2.3 It will be the responsibility of the PJC selection committee and staff to make a final determination of the Contractor best suited to meet the needs of PJC.
 - 3.2.4 The selected Contractor will be presented to the Board for approval.
- 3.3 Phase II - Determination of Final Project Scope and Financing:
 - 3.3.1 Review results of the energy audit
 - 3.3.2 Identify most effective project scope
 - 3.3.3 Request and receive financing proposals from a minimum of three (3) sources
 - 3.3.4 Finalize contract negotiations for scope of work and financing plan
- 3.4 Phase III - Project Execution:
 - 3.4.1 Present selected contracts for construction and financing to the Board for approval
 - 3.4.2 Deliver the project
 - 3.4.3 Present the Board with updates on results
- 3.5 Once the best qualified Contractor has been approved by the Board, PJC will ask the Contractor to enter into the attached Energy Audit Agreement within 14 calendar days to conduct a complete technical analysis of each of PJC's facilities, provide a complete set of proposed energy improvements and a timetable for completing engineering and construction work, a detailed description of services to be provided, specific financing

arrangements as required and terms, and an estimate of energy savings. PJC will negotiate a final contract for these services, which includes a minimum savings amount. If an acceptable contract cannot be reached within the timeline specified in the (Model) Energy Audit Agreement, negotiations with the second-ranked vendor may be initiated.

We recognize that 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 RFI under Financial Approach and to respond as fully as possible.

4.0 SCHEDULE OF RFI EVENTS

Time	Day / Date	Description
	November 30, 2005	RFI Issued to Preferred Contractors
9:00 a.m.	December 6, 2005	Mandatory Pre-Submittal Meeting Pensacola Campus Barfield Administration Building Building 7 – Room 736B
3:00 p.m.	December 9, 2005	Written questions due
	December 14, 2005	Addendum sent to those attending the mandatory pre-submittal conference.
	December 19 , 2005 – January 1, 2006	Christmas Holidays
11:00 a.m.	January 4, 2006	Statement of Information Due Hand delivered to: Office of the Director of Purchasing and Auxiliary Services Pensacola Campus Building 7 – Room 737A 1000 College Boulevard Pensacola, FL 32504-8998
10:00 a.m.	January 5, 2006	Selection Committee meeting to review and evaluate written submittals
9:00 a.m.	January 9 2006	Selection Committee interviews all Contractors Building 7 – Room 736B
6:00 p.m.	January 17, 2006	District Board of Trustees approval of selected Contractor

5.0 REQUIREMENTS OF CONTRACTOR

5.1 Contractors must meet the following requirements:

5.1.1 Requirements of the Request for Information (RFI).

- 5.1.2 Statements of Information must be submitted to PJC on or before the time and date and at the place indicated in the RFI.
- 5.1.3 Any Statement of Information received after the specified time and date shall not be considered; additionally, any Statement of Information submitted orally, mailed, telephonically, E-mailed, telefaxed, or modified shall not be accepted. All Statements of Information must be hand delivered to the specified address by the specified deadline.
- 5.1.4 The selected Contractor and each of its sub-consultants will be required to meet the insurance requirements of PJC.
- 5.1.5 The Statement of Information must include any and all proposed changes to the Energy Audit Agreement in Attachment A.
- 5.1.6 All Statements of Information submitted in response to this RFI, conference attendance and visits to Pensacola Junior College must be at the sole expense of the Contractor, whether or not any contract is signed as a result of this Request for Information.
- 5.1.7 In accordance with Florida Statutes, the selected Contractor will be required to make sworn statements regarding Public Entity Crimes and Contingent Fees.

6.0 STATEMENT OF INFORMATION

Required Information and Format: To ensure that all Statements of Information are fairly evaluated, scored, and ranked, it is very important that the Statements of Information are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your Statement of Information.

Statements of Information should be mechanically bound and should be limited to not more than 60 (8.5 inch x 11 inch) pages printed on one side, excluding covers, dividers and financial information. Oversize pages will be counted as two pages. Submissions in excess of 60 pages will not be disqualified; however, clarity, conciseness, and brevity will be evaluated in completeness and responsiveness.

Dividers shall divide the sections 6.1 through 6.20. Secondary dividers may be used at the Contractor's discretion to present information clearly.

6.1 Table of Contents

6.2 Letter of Introduction:

- 6.2.1 Letter of introduction and interest signed by an officer or partner of the responding Contractor. Letter shall include the year the company was established, summarize the Contractor and their qualification for this project and identify principal(s) who will be assigned to the project.

6.2.2 Signature Page (Exhibit A): Complete the attached Signature Page (Exhibit A) and include it after the letter of introduction.

6.3 Public Entity Crimes:

Follow the instructions on the Public Entity Crimes Form (Exhibit B) and, if applicable, include in the Statement of Information.

6.4 Project Staffing:

6.4.1 The Contractor shall name the actual staff to be assigned to this Project, describe their ability and experience and indicate the function of each within their organization and their proposed role on this Project. Identify the professional qualifications and licenses of the individuals who will be assigned to the project. Demonstrate knowledge of the current State Requirements for Educational Facilities (SREF) and Florida Building Code, covering construction for higher education. Demonstrate knowledge of all local, state and federal codes, standards, and practices. It is the intent that the proposed staff shall be assigned to this project unless otherwise approved by PJC. A principal of the Contractor as well as the project's management staff shall be present at the time of interview.

Give brief resumes of key persons to be assigned to the Project including, but not limited to, the following:

- a. Name and title.
- b. Job assignment for other projects.
- c. How many years with this Contractor. For sub-consultants, list prior projects your Company has worked with sub-consultant.
- d. How many years with other Contractors.
- e. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
- f. Education.
- g. Active registrations (if any).

6.4.2 Organization Chart: Develop an organization chart as it relates to the Project indicating key personnel and their relationship. It shall be understood that it is the intent of PJC to insist that those key personnel indicated as the project team in this RFI response actually executes the Project.

6.4.3 Demonstrate the availability of an in-house support facility equipped with full time service technicians within 30 miles of the site and the ability to manage construction, repairs, regular service, and emergencies effectively.

- 6.5 Project Summary: (not to exceed 5 pages)
Summarize the scope of services (design, financial, operations, maintenance, training, etc.) that would be offered by your Company for this project. Include a brief description of your Company's approach to project management and the specific benefits to each area.
- 6.6 Design and Monitoring:
Describe your Company's approach to the technical design of this project and your provisions for ongoing monitoring of this project's performance.
- 6.7 Calculation Methodology:
Describe in detail the methodology you normally use to compute baseline energy use.
- 6.8 Adjustment in Baseline Methodology:
Describe the method or methods used to adjust the baseline due to such factors as weather, facility utilization and material changes.
- 6.9 Technical Obsolescence:
Describe how your performance contracting project will take into consideration the technical obsolescence of the systems which are installed at Pensacola Junior College.
- 6.10 Procedure for Calculating Energy Savings:
A list all procedures, formulas and methodologies, including any special metering or equipment your Company will use to calculate energy savings will be incorporated into the contract.
- 6.11 Methodology to Assign Dollar to Savings:
Please describe the procedure to assign dollar values to the savings calculated in 6.8.
- 6.12 Provision of Financing:
Please briefly describe the types of "innovative" financing arrangements provided by your Company for past retrofit projects.
- 6.13 Project Financing:
Describe your Company's preferred approach to providing or arranging financing for this project and any special conditions associated with this method.
- 6.14 Contracts:
Provide any and all proposed changes to the Energy Audit Agreement in Attachment A.
- 6.15 Project Accounting, Billing and Invoice:
Please describe your Company's billing procedures and attach a sample project invoice.

Provide a project accounting system and schedule of values sample including line items for overhead and profit and fees for each proposed work effort or project.

6.16 Cost and Schedule for the Audit:

Note: Provide an **estimated cost** and break out for the total cost of the audit and a proposed timeline for completion of the audit, project analysis and preliminary proposal preparation.

6.17 Sample Audit:

Include a copy of one (1) sample audit which your Company has performed on a project which is in the midst of their guaranteed savings period. This audit must include detailed energy and economic calculations prior to project implementation as well as actual performance of program during savings period.

6.18 Operation and Maintenance:

Describe any major changes in operation or maintenance for each facility that your company foresees based on the information provided.

6.19 Training Provisions:

Describe your Company's capabilities and experience in providing technical training for facility personnel on past projects.

6.20 References and Project History:

Briefly describe all energy performance contracts in Florida that the Contractor has performed in the last five (5) years. Identify those project references involving facilities similar to facilities at PJC.

7.0 SELECTION CRITERIA AND EVALUATION

The following criteria will be used to evaluate the Statements of Information, responses during the interviews, and interviews with prior clients as appropriate. Evaluation weighting values are indicated below.

7.1 Project Management 30%:

7.1.1 Clear assignment of responsibility for various project tasks to specific individuals. All individuals with major responsibility for the project's technical design, management, and negotiation should be present at the oral interview.

7.1.2 Ability to manage construction in a complex operating environment.

7.1.3 Comprehensiveness of management and monitoring services provided by the Contractor and the specific benefits to PJC of such services.

- 7.1.4 Quality of communication skills of the Contractor's representatives at the oral interview.
 - 7.1.5 Ability to coordinate project construction with local utilities, sub-contractors, equipment suppliers and facility personnel.
 - 7.1.6 Quality of provisions for training facility staff.
 - 7.1.7 Prior experience working in Performance Contracting.
 - 7.1.8 Provisions for in-house support facility equipped with full time service technicians within 30 miles of the site and the ability to manage construction, repairs, regular service, and emergencies effectively.
- 7.2 Technical Approach 25%:
- 7.2.1 Qualifications of the technical design professionals.
 - 7.2.2 The number of past retrofit projects that include similar technical measures proposed for inclusion in these projects and completed by the person(s) responsible for project technical design.
 - 7.2.3 Quality of a sample energy audit for similar types of facilities completed by the person(s) responsible for project technical design.
 - 7.2.4 Reliability of equipment performance of Contractor's past retrofit projects.
 - 7.2.5 Documented energy savings of previous retrofit projects managed by the Contractor.
 - 7.2.6 Comprehensiveness of the technical approach to the project, based on improvements likely to be included and the conceptual design creativity demonstrated during the oral interview.
 - 7.2.7 Typical baseline energy use calculation methodology.
 - 7.2.8 Approach to adapting control strategies, equipment, and maintenance practices in response to changes in utility rates, technology, and building conditions, in order to enhance project performance.
- 7.3 Financial Approach 20%:
- 7.3.1 Demonstrated ability to provide or arrange project financing.
 - 7.3.2 Quality and clarity of the energy savings calculation methodology.

7.3.3 Reconciliation accounting methods for adjusting windfalls/shortfalls in project cash flows.

7.3.4 Clarity of sample project invoice.

7.3.5 Energy tracking reporting methodology and procedure.

7.3.6 Clarity of project accounting system sample.

7.4 References (15%):

The Contractor must demonstrate a positive relationship with prior clients on similar projects. PJC or designated entity will contact references listed in the submittal. Results will be provided to the Selection Committee. The Selection Committee shall review the reference results and the recommendations submitted.

7.4.1 In addition to the results from the references contacted, the Contractor shall submit recommendations from previous owners and discuss their strategy to provide a positive working relationship with PJC.

7.5 Completeness and Responsiveness of Submittal 10%:

The Statement of Information shall be evaluated on the ability to satisfactorily convey a depth of understanding and appreciation of the Scope of Work, the degree of completeness and abilities to follow RFI instruction, and any and all proposed changes to the Energy Audit Agreement in Attachment A.

7.6 Drug-free Work Place Programs: Preference shall be given to businesses with drug-free work place programs. Whenever two or more responses, which are equal with respect to quality and service, are received by the owner for the procurement of services, a Statement of Information received from a business that certifies that it has implemented a drug-free work place program shall be given special preference in the selection process. If applicable, complete the Identical Tie Qualifications Form, Exhibit C and place it at the end of your Statement of Information.

8.0 SCREENING, INTERVIEWS AND PRESENTATION

8.1 Individual Review: Selection Committee members shall use the Committee Evaluation Form (Exhibit E) from the RFI to document their review and initial evaluation of each Statement of Information.

8.2 Group Review: At the scheduled publicly noticed meeting, Selection Committee members shall meet and discuss the Statement of Information. The goal of this review is to allow each Selection Committee member the opportunity to fully discuss all the available information and to bring forth

any information known to him or her regarding reasons why a particular statement should or should not be considered.

- 8.3 After Statements of Information have been opened and reviewed, the Contractors shall be required, at the request of the PJC, to make an oral presentation and/or provide written clarifications. Such presentations and/or clarifications will provide an opportunity for the Contractor to clarify the Statement of Information. Contractors will not be allowed to change their Statement of Information. Oral presentations may be recorded, and both recorded oral presentations and written clarifications will be affixed to the Contractor's Statement of Information and become a part of it as if originally submitted. Unless a shorter period of time is approved by the Selection Committee Chairman, no less than one (1) week before its scheduled interview, each Contractor shall provide, in a sealed package, such additional information about the Contractor and its operations as may be required by PJC.
- 8.4 Interview: The Selection Committee shall convene to separately interview the Contractors. As part of its interview, and at the Selection Committee Chairman's discretion, each Contractor shall make a short oral presentation.
- 8.4.1 After the Selection Committee has interviewed all the Contractors, it shall discuss the interviews and review each presentation. At the end of this discussion, Selection Committee members shall review their Committee Evaluation Form, make any appropriate changes, and then submit the Committee Evaluation Forms to the Selection Committee Chairman or designee.
- 8.4.2 The Selection Committee Chairman or designee shall combine the evaluation scores submitted by all Selection Committee members. If the scoring results in a tied score, prior to submission to the Director of Purchasing and Auxiliary Services for approval, the Selection Committee Chairman shall refer to Identical Tie Qualifications Form (Exhibit C). Each Selection Committee member shall re-evaluate the tied Contractors in order to break the tie.
- 8.4.3 Once the Director of Purchasing and Auxiliary Services verifies the score results, the Director shall advise the Vice-President of Business Affairs of the Selection Committee results. The results will be taken into consideration by the Vice President of Business Affairs and staff in developing a recommendation to the Board.

9.0 GENERAL INSTRUCTIONS

Statements of Information will be accepted by hand delivery only, Attn: Angie C. Jones, Director of Purchasing and Auxiliary Services, Pensacola Junior College, Building 7, Room 737A, 1000 College Boulevard, Pensacola, Florida 32504-8998, by **11:00 a.m. on Wednesday, January 4, 2006**. The Request for Information

number, description, and Contractor name must be on the outside of the hand delivered and sealed envelope. Furnish the number of copies as instructed in the RFI.

- 9.1 The response shall contain manual signature of an authorized representative of the responding Contractor.
- 9.2 Contractors responding to the RFI shall be available for presentations and interviews to the PJC Selection Committee per the dates identified in this RFI.
- 9.3 The contents of the Statements of Information of a successful Contractor will become part of its contractual obligations.
- 9.4 Statements of Information shall be typed. All corrections made by the Contractor prior to the opening shall be initialed and dated by the Contractor. No changes or corrections will be allowed after **11:00 a.m. on Tuesday, January 4, 2006.**
- 9.5 Questions: Any questions concerning the RFI should be directed in writing to Director of Purchasing and Auxiliary Services, Pensacola Junior College. All requests for information shall be submitted no later than **3:00 p.m., Friday, December 9, 2005.** Fax number (850) 484-1839. Only the interpretation or correction so given by the Director, in writing, shall be binding and prospective Contractors are advised that no other source is authorized to give information concerning, or to explain or interpret the RFI and the selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFI.
 - 9.5.1 Selection Committee members, Board of Trustees and college personnel (except the Director of Purchasing and Auxiliary Services) are not to be contacted prior to the public meeting at which the Board of Trustees will decide to approve or reject the final recommendation presented to it by the President of PJC. At the discretion of PJC failure to comply with this requirement will be grounds for disqualification.
 - 9.5.2 Specifically, this NO-CONTACT PERIOD shall commence on the date of the Mandatory Pre-Submittal Meeting for the Request for Information and continue through and include the date the Board of Trustees makes its determination to approve or reject the final recommendations.
 - 9.5.3 Failure to meet any of these requirements may disqualify your Company from consideration.
 - 9.5.4 Any Contractor requiring a special accommodation at the public meetings because of a disability or physical impairment should contact Angie C. Jones in the Department of Purchasing and

Auxiliary Services at least three (3) working days prior to any meeting.

9.5.5 If a Contractor chooses to appeal any decision with respect to any matter considered at the above cited meeting, it will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. A copy of the agenda may be obtained by writing to: Pensacola Junior College, Department of Purchasing and Auxiliary Services, 1000 College Blvd. Pensacola, Florida 32504-8998, or by faxing a request to (850) 484-1839.

10.0 TERMS AND CONDITIONS:

- 10.1 The District Board of Trustees of Pensacola Junior College, reserves the right to waive minor, nonmaterial irregularities in any or all Statements of Information and accept or reject, in part or in full, any or all Statements of Information.
- 10.2 It is mutually understood and agreed that the nature, amount, and frequency of the Services shall be determined solely by PJC and that PJC does not represent or guarantee unto Contractor that any specific amount of services will be requested or required of Contractor pursuant to this RFI.
- 10.3 Statements of Information which do not comply with these instructions or that do not include the requested data may not be considered.
- 10.4 The successful Contractor shall not discriminate against any person in accordance with Federal, State or local law.
- 10.5 **EQUAL EMPLOYMENT OPPORTUNITY:** The Pensacola Junior College does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.
- 10.6 By making a submission, it is understood and agreed that the submitting entity consents to PJC contacting any parties referenced in the entities response including but not limited to all project owners and references herein.
- 10.7 Included as Attachment A is the Energy Audit Agreement. By submitting a response to this RFI, submitters acknowledge and agree that they have reviewed the contract provisions and have no objection to them, or have submitted any or all proposed changes to the contract provisions.
- 10.8 Laws, Ordinances, Rules, Regulations, Permits, and Licenses: The Contractor shall observe and obey all the laws, ordinances, rules, regulations, and policies of the District Board of Trustees of Pensacola

Junior College and the federal and state governments which may be applicable to the Contractor's operation at PJC, and shall, at the sole cost of the Contractor, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

- 10.9 Contract: This RFI, in entirety, is to be incorporated by reference and will become part of any contract awarded as a result of this Request for Information. In the event the language in the contract itself should conflict with the terms of this RFI, the contract shall prevail. There is no obligation on the part of PJC to enter into any contract as a result of this RFI. The College reserves the right to enter into one contract with a single vendor for all services, or award multiple contracts to multiple vendors, whichever is in the best interest of PJC and based on the criteria listed in this RFI.
- 10.10 Assignment: Neither this Request for Information nor any duties or obligations assumed under any agreement or contract(s) resulting from this Request for Information shall be assigned by Contractor without prior written consent of PJC.
- 10.11 Confidentiality: Contractors are hereby notified that any part of the Statements of Information, or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).
- 10.12 Independent Contractor: Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the Contractor the agent or representative of PJC for any purpose in any manner whatsoever. Contractor is, and shall remain, an independent Contractor with respect to all services performed.
- 10.13 Insurance: Contractor shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule. The insurance shall cover the Contractor's entire operations under this Agreement and shall be effective throughout the effective period of this Agreement. It is not the intent of this schedule to limit the types of insurance otherwise required by any proposed contract or that the Contractor may desire to obtain.

10.13.1 Schedule:

10.13.1.1 Commercial General and Umbrella Liability Insurance:

Insured's shall maintain commercial general liability (CGL) with a limit of \$1,000,000 each occurrence, combined single limit, and commercial umbrella insurance with a limit of not less than \$4,000,000 each occurrence, combined single limit, subject to aggregate limits where applicable. CGL insurance

shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

10.13.1.2 Protective Liability Insurance: Insured shall maintain owner's and construction manager's protective liability insurance with a limit of \$1,000,000 each occurrence, combined single limit covered by the umbrella policy.

10.13.1.3 Automobile Liability: Insured shall maintain the amount of \$1,000,000 each Occurrence, combined single limit. Coverage shall include Non-Owned and Hired Car coverage.

10.13.1.4 Workers' Compensation: Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$500,000 / \$500,000 / \$500,000.

10.13.1.5 Certificate of Insurance: Description area of certificate shall describe the event, activity or contract with PJC and shall include the clause: "Waiver of subrogation applies."

10.13.1.6 Certificate Holder shall read:

ATTN: Legal Services
Pensacola Junior College
1000 College Blvd.
Pensacola, FL 32504-8998

10.13.1.7 Additional Insured: All certificates shall name PJC as an additional insured, except Workers Compensation coverage and Professional Liability Insurance.

All certificates shall provide for thirty (30) days written notice to PJC prior to cancellation, non-renewal, and reduction in the limit of liability by an endorsement to the policy, or material change of any insurance referred to in the certificate.

10.13.2 All insurers shall have a Best's rating (or equivalent) of A VIII or better and be licensed and admitted in Florida. Prior to the commencement of a grant or contract, Insured shall furnish PJC

with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The Contractor shall not allow any subcontract to commence work on its subcontract until the subcontract has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Contractor.

10.13.3 All policies required shall be written as primary policies and not contributing to or in excess of any coverage may PJC choose to maintain. Failure of PJC to demand a certificate or other evidence of full compliance with these insurance requirements or failure of PJC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this grant or contract at PJC's option.

10.13.4 By requiring this insurance, PJC does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.

10.14 Qualifications Modification: Statements of Information submitted prior to the opening date may be modified or withdrawn only by notice to PJC. Such notice must be received by the Department of Purchasing and Auxiliary Services at the address provided herein prior to the time designated for opening of the Statements of Information. Contractor may change or withdraw the Statements of Information at any time prior to opening; however, no oral modification will be allowed. Only letters, or other formal written requests for modifications or corrections of previously submitted Statements of Information which are addressed in the same manner as the Statements of Information and are received by the Department of Purchasing and Auxiliary Services or to the scheduled opening time will be accepted. The Statements of Information, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope; which is plainly marked "A Modification of Information".

Withdrawn Statements of Information may be resubmitted up to the time designated for the receipt of Statements of Information provided that they are then fully in conformance with the requirements of the RFI.

10.15 Open Competition: The College encourages free and open competition among Contractors. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy PJC's needs and the accomplishment of a sound economical operation. The Contractor's signature on its Statement of Information guarantees that the Contractor, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of PJC.

- 10.16 Public Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontract, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in f.s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 10.17 Prohibition Against Contingent Fees: Submitters of Statements of Information are hereby notified that any contract entered into by PJC for Performance Contracting services will contain a prohibition against contingent fees as follows: "The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or Contractor, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, PJC shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the Contractor from future contracts with PJC for a period up to five (5) years.
- 10.18 Proposed Materials: The material submitted in response to the Request for Information becomes the property of PJC upon delivery to the Department of Purchasing and Auxiliary Services and is to be appended to any formal document, which would further define or expand the contractual relationship between PJC and the Contractor.
- 10.19 Proprietary Material: All rights to proprietary material must be transferable to PJC in the event the vendor goes out of business.
- 10.20 Ownership of Work Products: The College will be considered the owner of all work products produced under any contract that results from this RFI.
- 10.21 RFI Interpretation: Interpretation of the wording of this document shall be the responsibility of PJC and that interpretation shall be final.
- 10.22 Errors and Omissions: The Contractor is expected to comply with the true intent of this RFI taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Contractor suspect any error, omission, or discrepancy in the specifications or instructions, the Contractor shall immediately notify PJC, in writing, and PJC shall issue

written instructions to be followed. The Contractor is responsible for the contents of its Statement of Information and for satisfying the requirements set forth in the RFI.

- 10.23 Contractor's Responsibility: It is understood and the Contractor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the RFI.
- 10.24 Proposal Rejection: The College shall have the right to reject any or all Statements of Information and in particular to reject a Statement of Information not accompanied by data required by the RFI or a Statement of Information in any way incomplete or irregular. Conditional Statements of Information will not be accepted.
- 10.25 Severability: If any provision of a contract resulting from this RFI is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.
- 10.26 Governing Law and Venue: This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall lie in Escambia County, Florida.
- 10.27 Lobbying: Contractor is prohibited from using funds provided under this RFI for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
- 10.28 Protests of Award or Specifications: Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SIGNATURE PAGE
PENSACOLA JUNIOR COLLEGE
ENERGY PERFORMANCE CONTRACTING SERVICES

EXHIBIT A

All Contractors shall submit a copy of their occupational license with their Statement of Information; by signing this Statement of Information document, all Contractors certify that all M/WBE suppliers/sub Contractors are licensed to work in the scope assigned to them in this project.

(Please type or print clearly for reproduction purposes)

IDENTIFICATION Company Name			Type of Service/commodity
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #		Web page address
Contact Person	Title		
Address of Parent Company	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)	Social Security Number (SSN)		
Are you a 1099 recipient?	If YES, under what name		
OWNERSHIP Please check all applicable boxes			
Company is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women			
If minority owned, check applicable boxes			
<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American			
<input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, and Bangladesh)			
<input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
Attach current MBE/WBE Certifications			
SIZE INFORMATION Please check appropriate box (check one only).			
Foreign Owned Business Minority Owned Business Women Owned Business Small Business Government Entity			
Non-Profit Business Corporation Individual, Self-Employed Partnership, Joint Venture, Estate/Trust			
Name (Print):			
Signature:			

All Contractors certify by their signature that they have read and understand the conditions and specifications of this Statement of Information and that they have the authority, capacity and capability to perform according to the conditions and specifications of this Request for Information.

PUBLIC ENTITY CRIMES

PENSACOLA JUNIOR COLLEGE RFI #01-05/06
ENERGY PERFORMANCE CONTRACTING SERVICES

Any person submitting a Statement of Information in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 1995, another completed form is not required for the remaining calendar year.

THIS FORM **MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC** OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:

(Print name of the public entity)

By

(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____ 20

Personally known

OR Produced identification _____ Notary Public - State of

_____ My commission expires

(Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.

IDENTICAL TIE QUALIFICATIONS FORM
PENSACOLA JUNIOR COLLEGE RFI #01-05/06
ENERGY PERFORMANCE CONTRACTING SERVICES

Preference shall be given to businesses with drug-free work place programs. Whenever two or more qualifications which are equal with respect to quality and service are received by the owner for the procurement of services, a qualification statement received from a business that certifies that it has implemented a drug-free work place program shall be given special preference in the award process. Established procedures for processing tie qualifications statements will be followed if none or more than one of the tied vendors have a drug-free work place program. In order to have a drug free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contender to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state for a violation occurring in the work place no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of section 287.087 Florida Statutes.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Vendor's Signature

STATEMENT OF NON RESPONSE
PENSACOLA JUNIOR COLLEGE RFI #01-05/06
ENERGY PERFORMANCE CONTRACTING SERVICES

If you are not submitting on this service, please complete and return this form to:
Pensacola Junior College, Department of Purchasing and Auxiliary Services, 1000
College Blvd., Pensacola, Florida, 32504-8998, Attention: Angie C. Jones.

**Failure to respond shall result in deletion of Contractor's name from the qualified
Contractors list for Pensacola Junior College.**

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE _____

DATE _____

I/We have declined to submit a response to RFI No. ____ because of the following
reasons:

____ Our work schedule did not allow for sufficient time to respond to submit a proposal

____ At this time the Contractor is too understaffed to reply to this proposal

____ The Contractor does not have the SREF experience to be considered for the
award of this proposal

____ Other (specify below)

REMARKS:

EXHIBIT E

COMMITTEE EVALUATION FORM
 PENSACOLA JUNIOR COLLEGE RFI #01-05/06
 ENERGY PERFORMANCE CONTRACTING SERVICES

		Johnson Controls	Trane
CRITERIA	MAX		
Project Management	30		
Technical Approach	25		
Financial Approach	20		
References	15		
Completeness and Responsiveness of Submittal	10		
TOTAL SCORE	100		

ATTACHMENT A

[MODEL] ENERGY AUDIT AGREEMENT

This Energy Audit Agreement (“Agreement”), effective the last date signed below, is by and between the District Board of Trustees of **PENSACOLA JUNIOR COLLEGE**, a political subdivision of the State of Florida with an office at 100 Weldon Boulevard, Sanford, Florida 32773 (the “**College**”) and [company] with an office at [address] (the “**Company**”) (each a “**Party**” and collectively the “**Parties**”).

Whereas, the Company is party to the state term contract procured by the State of Florida, Department of Management Services, ITN No. DMS 01/2002-103, Comprehensive Energy Strategy, which enables the Company to perform work under the Guaranteed Energy Performance Savings Contract Act, codified at section 489.145 of the Florida Statutes, and under section 235.215 of the Florida Statutes; and

Whereas, the College is responsible for the operation, management and maintenance of the facilities identified on Attachment A to this Agreement (the “**Facility(s)**”); and

Whereas, a comprehensive investment grade technical energy audit (the “Energy Audit”) and savings analysis (the “Report”) must be performed at the Facility in order to determine the feasibility of entering into a guaranteed energy performance savings contract (“Energy Performance Contract”) to provide for the installation and implementation of energy conservation measures (“ECMs”) at the Facility; and

Whereas, if the ECMs are demonstrated to be feasible, and if the amount of energy cost savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Facility(s), the Parties intend to negotiate an Energy Performance Contract under which the Company shall design, procure, install, implement, maintain and monitor such ECMs at the Facility(s);

Therefore, the Parties agree as follows:

Article 1: Scope of Energy Audit

The Company will perform the Energy Audit and prepare the detailed engineering and economic Report that specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility(s). The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility(s) as a result of the installation of the recommended ECMs. The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facility(s), i.e., utilize: accurate marginal cost for each unit of savings at the time the audit is performed; documented material and operational costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility(s) compared to the historic base period; calculations

which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the Company's plan for installing or implementing the measures in the Facility(s), including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating an Energy Performance Contract between the College and the Company; however, the College shall be under no obligation to negotiate such a contract.

The Company shall perform the following tasks in performing the Energy Audit and preparing the Report:

A. Collect General Facility(s) Information

The Company shall collect general Facility(s) information such as: size, age, construction type, condition and general use of the Facility(s). The Company shall also collect and summarize Facility(s) utility cost and consumption data for the most recent 24-36 month period. Company shall evaluate the impact on utility cost and consumption of any energy initiatives currently being installed or currently planned to be installed by the College in the Facility(s) which will remain separate from the Energy Performance Contract throughout the duration of that agreement.

College shall make available (or cause its energy suppliers to make available) all available records and data concerning energy and water usage for the Facility(s) for the most current 24-36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility(s) or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility(s); any comfort problems, code deficiencies and description of energy management procedures presently utilized. The College shall also make available a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently planned to be installed by the College in the Facility(s) separate from the energy service agreement throughout the duration of that agreement. The College shall also make available copies of drawings, equipment logs and maintenance work orders to the Company.

B. Analyze Existing Systems and Equipment

Company shall compile an analysis based on a physical inspection of the major electrical and mechanical systems at the Facility(s), including:

1. Cooling systems and related equipment
2. Heating and heat distribution systems
3. Automatic temperature control systems and equipment
4. Air distribution systems and equipment
5. Outdoor ventilation systems and equipment
6. Kitchen and associated dining room equipment, if applicable
7. Exhaust systems and equipment
8. Hot water systems

9. Electric motors 5 HP and above, transmission and drive systems
10. Interior and exterior lighting
11. Laundry equipment, if applicable
12. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
13. Other major energy using systems, if applicable

The analysis shall address the following considerations:

1. the loads, efficiencies or hours of operation for each system (where Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings appropriate measurements are required unless waived by the College);
2. current operating condition for each system;

The Company shall conduct interviews with Facility(s) operation and maintenance staff regarding the Facility(s)'s mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

Company shall examine the most recent 24-36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. Company shall consult with Facility(s) staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

Company shall analyze loading, usage and/or hours of operation for all major end uses representing more than 5% of total Facility(s) consumption including, but not limited to:

1. Lighting
2. Heating
3. Cooling
4. HVAC motors (fans and pumps)
5. plug load (independent devices greater than 5%)
6. kitchen equipment
7. other equipment
8. miscellaneous

Where loading and/or usage are highly uncertain Company shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the College. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment.

D. Develop List of Potential Energy Conservation Measures (ECMs)

1. identify and propose potential ECMs for installation or implementation at the Facility(s), including water conservation measures
2. estimate the cost, savings and life expectancy of each proposed ECM;
3. specify Facility(s) operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;
4. provide analysis methodology, supporting calculations and assumptions used to estimate savings, which shall be based on the life cycle cost calculations provided in section 255.255 of the Florida Statutes. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided;
5. for savings estimates using computer simulations, Company shall provide access to the program and all inputs and assumptions used, if requested by the College.
6. provide a preliminary savings measurement and verification plan for each of proposed ECMs
7. provide a preliminary commissioning plan for the proposed ECMs
8. provide detailed calculations for any rate savings proposals
9. provide detailed supporting calculations for any proposed maintenance or other operational savings;
10. estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.)
11. For all proposed ECMs, Company shall comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis.

E. Select Final Recommended ECMs

Company shall, in consultation with the College, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility(s).

F. Cost and Fee Estimates

Company shall provide detailed estimates of all costs and fees associated with the installation and implementation of the ECMs including:

1. engineering/design costs for individual ECMs
2. contractor/vendor estimates for individual ECM hard costs
3. construction management fees for the project
4. commissioning costs for individual ECMs
5. initial training costs
6. annual service fees including:
 - measurement and verification
 - maintenance
 - performance monitoring

- ongoing training services
- 7. other costs/fee (specify)

G. Savings Estimates

The College has endeavored to provide the Company with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the Company shall seek written guidance from the College. College's rejection of certain calculations of savings or rejection of certain items as allowable savings in the Report shall be at the risk of the Company.

The following items will be allowed as savings or in the development of savings:¹

- College material/commodity cost
- Outside maintenance labor cost (if applicable)
- Agreed escalation rates for natural gas
- Agreed escalation rates for electricity
- Agreed escalation rates for water
- Agreed escalation rates for material/commodity cost savings
- Agreed escalation rates for allowable labor savings

The following items will not be allowed as savings or in the development of savings:

- College in-house labor cost
- College deferred maintenance cost
- Offset of future College capital cost

H. Report Format

1. An executive summary which describes the Facility(s), measures evaluated analysis methodology, results and a summary table presenting the cost and savings estimates for each measure.
2. A discussion of measures not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.

¹ Unless otherwise agreed in writing, escalation rates shall tie to the Consumer Price Index. The value of fuel and water unit savings shall be escalated using actual rate increases as they occur over the term of the contract. The base rate value for each fuel and water unit shall not devalue in the event of any rate decrease.

4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.
5. Conclusions, observations and caveats regarding cost and savings estimates.
6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

The Report shall be completed within ninety (90) days of the effective date of this Agreement, unless otherwise stated in Attachment A. The College shall conduct and complete a technical review within sixty (60) days of its receipt of the Report, unless otherwise stated in Attachment A.

I. Acceptance of the Report– If Energy Conservation Measures are Feasible.

The College shall accept the Report if the recommended ECMs are feasible and projected energy cost savings are equal to or greater than the total projected costs of the design and installation of the recommended ECMs. If the College determines that one or more of the recommended ECMs is not feasible, the College shall give the Company written notice of any and all said objections, in detail, within fourteen (14) days after completing its technical review of the Report. The Company shall correct the Report and submit a revised draft within twenty-one (21) days of said notification. The College shall have fourteen (14) days from receipt of the revised Report to notify the Company if any objections have not been corrected. This re-submission process shall continue until (1) the date all material concerns are resolved and the Report is accepted, or (2) the dispute is otherwise resolved.

Article 2: Energy Performance Contract

The Parties intend to negotiate an Energy Performance Contract under which the Company shall design, install and implement ECMs and provide certain maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such an Energy Performance Contract. The terms and provisions of such an Energy Performance Contract shall be set forth in a separate agreement. This Agreement shall automatically terminate upon the Parties' execution of an Energy Performance Contract relating to the Facility(s).

Article 3: Payment

The Parties understand and intend that the Company's costs for services performed under this Agreement (1) shall be included in the total project cost, (2) shall not be paid for under this Agreement, and (3) shall be paid for only under the Energy Performance Contract, if any, from savings generated by implemented ECMs. The Company is undertaking work under this Agreement in consideration of the College's good faith intention to negotiate the Energy Performance Contract with the Company. The Company understands and agrees that payment to it is contingent upon realization of energy cost savings being equal to or greater than the total cost of the design and installation of the Company's recommended ECMs.

Article 4: Termination

A. By Company:

Company may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the completion of the Energy Audit and Report if:

- (i) It determines that it cannot guarantee a minimum amount of energy and cost savings through the implementation of an energy performance contracting project at the Facility(s); or
- (ii) It determines that even though it can guarantee a minimum amount of energy and cost savings in energy costs, that amount would be insufficient to cover the costs associated with performing this analysis, installing ECMs and related maintenance and monitoring services.

Termination under this section shall be effective upon College's receipt of written notification from the Company stating the reason for the termination and all supporting documents. Company shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

B. By College:

College may terminate this Agreement:

- (i) If the Company fails to complete the Energy Audit and deliver the Report to the College within the time established in Article 1, above; or fails to obtain a written extension of that time from the College. Termination under this subsection B (i) shall be effective upon Company's receipt of written notification from the College that the deadline for submission of the Report has past. Company shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.
- (ii) If, prior or subsequent to the completion of the Energy Audit, the Company notifies the College in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon Company's receipt of written notification from the College. Company shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

C. By Either Party:

Either Party may terminate this Agreement, when the Party deems it to be in its best interest to do so, by providing the other Party thirty (30) days written notice of its intent to do so. Termination shall be effective thirty (30) days after receipt of the written notice.

Article 5: Standard Terms and Conditions

Section 1. Agreement Term

The Agreement term shall commence on the effective date of the Agreement and end on [date], unless earlier terminated pursuant to the provisions of Article 4 hereof. Notwithstanding, Company shall adhere to the deadlines set forth in Article 1 regarding the completion and submittal of the list of ECMs and the Report.

Section 2. Appropriations

Obligations of the College shall cease immediately without penalty if in any fiscal year covered by the Agreement term, the College fails to appropriate, reappropriate or otherwise make available funds for this Agreement. College shall provide written notification to Company of any impending change in the status of appropriations which may affect this Agreement of which it has notice.

Section 3. Materials, Equipment and Supplies

The Company shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the Energy Audit and prepare the Report.

Section 4. Subcontractor Disclosure

As of the execution date of this Agreement, the following subcontractors are expected to perform material work (i.e., greater than 5% of the total work) pursuant to this Agreement:

[subcontractor]
[address]

If, during the term of this Agreement, the Company retains subcontractors to perform material work pursuant to this Agreement who were not disclosed, the Company shall so notify the College in writing.

Section 5. Patent and Copyright Responsibility

The Company agrees that any material or design specified by the Company or supplied by the Company pursuant to this Agreement shall not knowingly infringe any patent or copyright, and the Company shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the Company in the performance of the Energy Audit and preparation of the Report.

Section 6. Release and Indemnity

The Company agrees to assume all risk of loss and to indemnify and hold the College, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to

persons (including death) and for loss of, damage to or destruction of property (including property of the College) because of Company's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the College, the College shall give prompt written notice thereof to Company and Company shall have the right to compromise or defend the same to the extent of its own interest. Company further agrees to maintain adequate insurance to protect the College against such risks. Company also agrees to indemnify and hold the College harmless should any goods or services provided by Company infringe upon the patent, copyright or trade secret of another. Notwithstanding any provision to the contrary, neither Party shall be liable to the other Party for any special, incidental, consequential, or punitive damages.

Section 7. Lobbying, Integrity, and Retention of Records

Pursuant to section 216.347 of the Florida Statutes, the Company may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Company shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or agreements of any kind. Upon request of the College's Inspector General, or other authorized State official, the Company shall provide any type of information the Inspector General deems relevant to the Company's integrity or responsibility. Such information may include, but shall not be limited to, the Company's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Company shall retain such records for the longer of (1) three years after the expiration of the Agreement or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the College for the recovery of any funds paid by the College under the Agreement for which adequate books, records, and supporting documents are not available to support their purported disbursement. The Company agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Company's compliance with the terms of this or any other agreement between the Company and the State which results in the suspension or debarment of the Company. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Company shall not be responsible for any costs of investigations that do not result in the Company's suspension or debarment.

Section 8. Dispute Resolution

The College and the Company recognize and acknowledge that efforts should always be made to avoid or prevent disputes through effective partnering, good communications, and joint decision making; and that timely requests for clarification and for information will help ensure a better understanding of issues and problems and lead to the elimination of

doubts, uncertainties, and ambiguities. Nevertheless, the College and the Company also recognize that disputes may develop between them and, in such event, wish to establish procedures to be followed to resolve such disputes in the shortest possible time and at the least possible expense to the College and the Company.

Any conflict or dispute between the College and the Company shall be resolved in accordance with the procedures specified in this Agreement, which shall be the sole and exclusive procedures for the resolution of any such disputes. This Agreement establishes successive steps of conflict prevention and alternative dispute resolution prior to litigation, completion of which shall be conditions precedent to the right to commence litigation over any dispute arising out of or relating to the Agreement. The successive steps are: (1) informal negotiations between project-level management personnel; (2) formal negotiations between executive-level management, initiated by written notice and completed within thirty days, or longer as mutually agreed; and (3) mediation, initiated by written notice. Except as otherwise agreed by the Parties in a mediation contract, all mediation proceedings shall be conducted in accordance with this Agreement and, where applicable, the then-current Model Procedure for Mediation of Business Disputes published by the Center for Public Resources (CPR), 366 Madison Avenue New York, NY 10017, (212) 949-6490 (<http://www.cpradr.org>). If the College and the Company have not agreed within ten (10) business days of the request for mediation on the selection of a neutral mediator willing to serve, then the Parties agree that a mediator shall be selected by the Florida Conflict Resolution Consortium (FCRC), Florida State University, Tallahassee, (850) 644-6320 (<http://consensus.fsu.edu>). The appointment by FCRC of a qualified mediator shall be binding on both Parties, and both Parties shall promptly cooperate with the appointed mediator to effectuate mediation.

Any action legal or equitable action arising out of or relating to this Agreement shall be brought in the appropriate state court in Seminole County, Florida, and not elsewhere, and shall be governed by Florida law. The threshold issue for determination shall be whether the Party bringing the action has complied with the alternative dispute resolution processes specified above.

Section 9. Personnel

All Company employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Company shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the College. The College may conduct, and the Company shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Company. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the College's security or other requirements. Such approval shall not relieve the Company of its obligation to perform all work in compliance with the Agreement. The College may reject and bar from any facility for cause any of the Company's employees, subcontractors, or agents.

The Company, together with its agents, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent

contractor, and in no manner shall they be deemed employees of the College or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, the Company shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the College with certification of such insurance upon request. The Company remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

Section 10. Compliance with Applicable Law

In performing this Agreement, the Company shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Agreement. By way of further non-exhaustive example, the Company shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination. The College may cancel the Agreement if the Company refuses to allow public access to all records made or received by the Company in conjunction with the Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) of the Florida Statutes.

Section 11. Waivers

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

Section 12. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 13. Capacity to Contract

Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the Agreement. The Company warrants that it is in good standing and legally authorized to transact business in Florida. The Company warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Company's ability to satisfy its Agreement obligations. The Company warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Company shall immediately notify the College in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Section 14. Confidential Information

Each Party may have access to confidential information made available by the other Party (see particularly, but not exclusively, subsection 119.07(ee) and section 119.071 of the Florida Statutes). Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the College will be governed by the Public Records Act, chapter 119 of the Florida Statutes.

Section 15. Convicted or Discriminatory Vendors

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Section 16. Project Management

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

[College]
[address]
[telephone]
[facsimile]
[email]

[company]
[address]
[telephone]
[facsimile]
[email]

Either Party may change its point of contact by written notice to other Party's then-current designated contact, which shall not constitute a formal amendment to this Agreement.

Section 17. Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the Parties. The Agreement may only be modified or amended upon mutual written agreement of the Parties. No oral agreements or representations shall be valid or binding upon the College or the Company.

Section 18. Execution in Counterparts

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 19. Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Article 6: Execution

SO AGREED:

**PENSACOLA JUNIOR COLLEGE
DISTRICT BOARD OF TRUSTEES**

By: [name], Secretary

Date

[company]

By:
Its:

Date