



RFP #11-03 for
**Energy Performance
Contracting Services**

Negotiated Fee / Guaranteed Fixed Price Funding

PASCO-HERNANDO COMMUNITY COLLEGE

Due Friday, April 11, 2011 at 2:00 p.m.

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Submittal forms are available electronically in *Microsoft Word* format at
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SUBMIT PROPOSALS TO:

**Pasco-Hernando
Community College**
10230 Ridge Road
New Port Richey, Florida 34654

**Attn: Purchasing Department
Room E-114**

REQUEST FOR PROPOSALS



Contact: **Debra Whittaker**, Purchasing Agent
Phone: (727) 816-3443 Fax: (727) 816-3315
E-mail: whittad@phcc.edu

Website Homepage:
<http://phcc.edu/administration/purchasing.php>

PHCC Calendar: <http://phcc.edu/calendar>

Maps/directions: <http://www.phcc.edu/campuses>

RFP No.: **11-03**

RFP Title:
**Energy Performance
Contracting Services**

Issue Date: March 14, 2011

Mandatory Pre-Proposal Conference:

Friday, April 1, 2011 - 9:00 a.m.
Meeting room C-205C – New Port Richey

Site Visits:

Tour of West Campus will begin at 9:00 am. On Friday, April 1, 2011, at West campus after the pre-proposal conference. Final wrap-up will continue in Room C-205C after the tour.

Proposal Due Date and Time:
Monday, April 11, 2011 – 2:00 p.m.

RFP Opening and Recording:
Monday, April 11, 2011 – 2:15 p.m.

Introduction

Sealed proposals subject to the terms, conditions, and specifications contained herein are hereby made part of this request. All proposal sheets must be executed and submitted in a sealed envelope. The face of the envelope must be addressed as follows:

RFP 11-03 Energy Performance Contracting Services
Attn: Debra Whittaker, Purchasing Agent
Pasco-Hernando Community College
10230 Ridge Road
New Port Richey, Florida 34654

The proposal must be received and physically located in the purchasing department no later than 2:00 p.m. on Monday, April 11, 2011, at which time proposals will be opened and recorded. Any proposals that arrive in the purchasing department after this time will be disqualified. The proposals will not be immediately evaluated. An internal Proposal Evaluation Committee will review the proposals at a later date. Proposers selected to give oral presentations will be contacted to set up an appointment. Rankings from initial evaluation will be posted on <http://phcc.edu/administration/purchasing.php>

In order to insure uniformity, proposals must be submitted on the RFP tender forms (available on <http://phcc.edu/administration/purchasing.php>) or exact photo copies. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

All proposing firms shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PHCC in writing prior to the due date; failure to do so, on the part of the proposing firm, will constitute an acceptance by the proposing firm of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing, and received by PHCC **at least seven (7) calendar days prior** to the due date.

It is requested that all questions be e-mailed to **whittad@phcc.edu**, using the following subject line: **RFP 11-03 Question**. Such inquiries regarding this RFP outside a Pre-Proposal Conference must be submitted in writing to PHCC's purchasing agent. PHCC will provide written answers to the questions in the form of written addendum to all proposing firms who have received the RFP. PHCC will not be responsible for any oral instructions made by any employee(s) of PHCC in regard to this RFP.

Debra Blair Whittaker
Purchasing Agent

Proposal Submission Form

RFP 11-03 Energy Performance Contracting Services

This is to certify that I (proposer) have read and understood the terms, conditions, specifications and other instructions contained in this request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the proposer.

PROPOSER: _____

SIGNATURE/TITLE: _____

PROPOSING AS: ___CORPORATION ___INDIVIDUAL ___OTHER (explain) _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

This document will serve to provide interested parties with specific information as to the procedures for selecting General Contractors providing Energy and Infrastructure Improvement Services where the method of compensation is a negotiated fee on a Fixed Price basis. All work will be provided for Pasco-Hernando Community College pursuant to Florida Statute. Including, but not limited to Sections: 489.145, 1013.45 and/ or 255.103 and/ or 287.055.

Statement of No Proposal Submittal

RFP 11-03 Energy Performance Contracting Services

If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of proposals to:

RFP 11-03 Energy Performance Contracting Services
Attn: Debra Whittaker, Purchasing Agent
Pasco-Hernando Community College
10230 Ridge Road
New Port Richey, Florida 34654

Failure to submit either a Proposal or a Statement of No Proposal Submittal shall be cause for removal from future mailing lists.

We, the undersigned, have declined to propose on the above referenced Request for Proposal for the following reason(s):

- Scope of Work or Terms and Conditions are too "restrictive." (Please explain below)
- Unable to meet requirements
- RFP was unclear (please explain below)
- Insufficient time to respond
- We do not offer this type of service or equivalent
- Our employee man loading would not permit us to perform
- Unable to meet bond or insurance requirements
- Other (please explain _____)
- Remove us from your "Proposers List"

COMPANY: _____

SIGNATURE/TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

General Conditions, Instructions and Information for Proposers

1. **Definitions:**

- **Contractor/Vendor:** A company or person which is awarded the RFP/contract.
- **DBoT:** The District Board of Trustees of Pasco-Hernando Community College, Florida
- **ESCO:** Energy Services Company
- **Proposal Evaluation Committee:** Comprised of PHCC staff. Established to review and score the submittals in accordance with the criteria, and make a recommendation for award. The purchasing agent serves as the nonvoting chairman.
- **PHCC:** Pasco-Hernando Community College; the "College"
- **Proposal:** An offer in response to an RFP.
- **Proposer:** A company or person which submits a proposal.
- **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.

2. **Contact:** Any questions concerning this RFP must be directed to the purchasing agent as indicated above. All prospective proposers are hereby prohibited from contacting any member of the DBoT or Pasco-Hernando Community College (PHCC) staff member other than the noted contact person regarding this RFP or their proposal prior to posting of a recommendation of award. Any such contact shall be cause for disqualification.

Exception: Contact may be made during the Pre-Proposal Conference and Oral Presentations.

3. **Proposal Submission:** PHCC will receive proposals at the above address. The outside of the sealed envelope/container must be identified as follows:

- Proposer's name
- Return address
- RFP number and title
- Due date and time

4. **Number of Copies:** Proposers shall submit **EIGHT (8) COMPLETE SETS** (one [1] original and seven [7] copies) of the proposal, complete with all supporting documentation (i.e.; photographs, drawings, and exhibits) in a sealed, opaque envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Proposal Evaluation Committee.

5. **Due Date/Time:** The proposing firm may submit the proposal in person or by mail/courier service. PHCC cautions proposing firms to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling PHCC's purchasing agent.

6. **Late Submittals:** The deadline time and date will be scrupulously observed. **Proposals received after the specified time and date will be disqualified and shall be returned unopened.** PHCC will not be responsible for late deliveries or delayed mail. The time clock located at the purchasing department shall serve as the official authority to determine lateness of any proposals. Receipt of the proposal in the purchasing department after the time and date specified due to failure by proposing firm to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. All required information/documents must be included in your timely proposal. Information/ documents received separately after the due date/time will not be accepted or considered.

7. **Proposer Registration:** Proposers who obtain RFP documents from other sources or directly from the website must officially register with PHCC's purchasing agent in order to be placed on the mailing list for any forthcoming addenda, amendments, or official communications. PHCC shall not be responsible for providing addenda,

amendments or other official communications to a proposing firm who receives RFP documents from other sources. Failure to register as a prospective proposing firm may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current addendum.

8. **RFP's Opened and Recorded:** Proposals shall be received at the purchasing department at the above referenced address by the specified time and date.

A list of proposers will be posted on the College website at:

<http://phcc.edu/administration/purchasing.php>

Proposal tabulations ARE NOT provided by telephone.

9. **Delays:** PHCC, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of PHCC to do so. PHCC will notify proposers of all changes in scheduled due dates by written addendum.
10. **No Proposal:** If not submitting a proposal, respond by returning only the Statement of No Proposal Submittal and give the reason in the space provided. Failure to submit either a proposal or a Statement of No Proposal Submittal shall be cause for removal of the proposing firm from the mailing list.
11. **Proposal Withdrawal:** Proposers may withdraw their proposals by notifying PHCC in writing at any time *prior* to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of PHCC and will not be returned to the proposers.
12. **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated

due date outside of a formal presentation to the Proposal Evaluation Committee, unless specifically requested by PHCC.

13. **Addendum/Amendment:** Should any revisions, clarification or supplemental instructions be needed, PHCC will issue a written addendum/amendment to all proposing firms who received an RFP package from PHCC's purchasing department. Proposing firm shall sign, date, and return the **acknowledgement page** of the latest/final addendum/amendment with their proposal. Previous addenda/amendments will be deemed received. It is the proposing firm's responsibility to contact PHCC's purchasing agent in the event that a previous addendum/amendment is not received. All proposing firms should **check the website** at least **seven (7) calendar days** before the date fixed for receiving the proposals to ascertain whether any addenda/amendments have been issued.
14. **Posting of Award:** Recommendation for award will be posted for review by interested parties on the PHCC website prior to submission through the appropriate approval process to the District Board of Trustees for final approval of award.
15. **Award:** PHCC anticipates award to the proposer who submits the proposal judged by PHCC to be the most advantageous. PHCC anticipates awarding one contract, but reserves the right to award more than one if in its best interest. Final approval of the awarded proposer(s) shall be by PHCC's District Board of Trustees at a regularly scheduled public meeting.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within PHCC, and executed by the parties.

16. **Termination:** If the awarded contract is terminated or cancelled within the first year of the contract period, PHCC may elect to negotiate and award the contract to the next

ranked proposer or to issue a new RFP, whichever is determined to be in the best interest of PHCC.

17. **Proposal Preparation Costs:** Neither PHCC or its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.
18. **Accuracy of Proposal Information:** Any proposer which submits in its proposal to PHCC any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
19. **News Releases:** The proposer shall obtain the prior approval of PHCC for any news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.
20. **Public Entity Crimes:** Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Three (currently \$50,000⁰⁰) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, proposer attests that they have not been placed on the "Convicted Vendor List".
21. **Public Records:** Upon award recommendation or ten (10) calendar days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter RFP 11-03 *Energy Performance Contracting Services*

119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposers will be responsible for all costs, including attorney's fees, associated with defending such asserted exemptions from disclosure. Proposals may be reviewed at the purchasing office during normal working hours by appointment.

22. **Acceptance / Rejection:** PHCC reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. PHCC reserves the right to make the award to that proposer who, in the opinion of PHCC, will be in the best interest of and/or the most advantageous to PHCC.

PHCC reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in PHCC's opinion, is not in a position to perform properly under this award. PHCC reserves the right to inspect all facilities of proposers in order to make a determination as to the foregoing.

23. **Joint Ventures:** Proposals submitted by firms under "joint venture" arrangement or other multi-party agreements must submit a copy of their joint venture agreement and legal formation documents and identify the principal or principals with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this RFP.
24. **Protests:** Failure to file a protest within the time prescribed in 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
25. **Familiarity with Laws:** All proposers are required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990,

Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code – Educational Facilities), Florida Statutes 402.301 – 402.319, OSHA regulations, and all Civil Rights legislation.

26. **EEO Statement:** PHCC is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin or gender.

27. **Conflict of Interest:** All proposers must disclose with the proposal the name of any officer, director, or agent who is also an employee or member of the District Board of Trustees of PHCC. All proposers must disclose the name of any PHCC employee or member of the DBoT who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm.

28. **Affirmation:** By submission of a proposal, proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFP and the resulting contract.

29. **Prices, Terms and Payment:** Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **Taxes:** PHCC does not pay sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192 F.S.

(b) **Discounts:** Proposers may offer a cash discount for prompt payment. Discounts for less than 30 days shall not be considered in

determining the lowest net cost for proposed evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

(c) **Mistakes:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.

(d) **Clarification/Correction of Proposal Entry:** PHCC reserves the right to allow for the clarification of questionable entries and for the correction of **obvious mistakes**.

(e) **Condition and Packaging:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be the current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(f) **Safety Standards:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereof.

(g) **Underwriters' Laboratories:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

(h) **Payment:** Payment will be made by the College after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposed. An original and two copies of the invoice shall be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading,

packages, cases, delivery lists and correspondence.

30. **Delivery:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

31. **Manufacturers' Names and Approved Equivalents:** Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and number. Proposal will include cuts, sketches, descriptive literature, and complete specifications. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed in the proposal.

32. **Additional Quantities/Services:** PHCC reserves the right to acquire additional quantities/services at the prices quotes in the proposal. If additional quantities/services are not acceptable, the proposal must be noted "Proposal is for Specified Quantity/Services only".

33. **Service and Warranty:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to the contract. Proposers must explain on the

proposal to what extent warranty and service facilities are provided.

34. **Samples:** Samples of items, when called for, must be furnished free of expense, on or before RFP recording time and date, and if not destroyed, may upon request be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.

35. **Nonconformance to contract conditions:** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. These items and items not delivered as per delivery date in proposal and/or purchase order may result in the Proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting Proposer. Any violation of these stipulations may also result in the vendor's name being removed from the vendor mailing list.

36. **Inspection, Acceptance and Title:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the Proposer until accepted by the College, unless loss or damage results from negligence by the College.

37. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the items offered in the proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the College at once, indicating in the specific regulation which

required an alteration. PHCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.

38. **Legal Requirements:** Applicable provision of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposed response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
39. **Disputes:** In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder the decision of the College shall be final and binding on both parties.
40. **Advertising:** In submitting a proposal, the proposer agrees not to use the results thereof as a part of any commercial advertising.
41. **Assignment:** Any Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the College.
42. **Liability:** The vendor shall hold and save the College, its officers, agents and employees harmless from liability of any kind in the performance of the contract.
43. **Patents and Royalties:** The proposer, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use

by the College. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

44. **Franchises/Subcontractors:** All terms and conditions of the contract apply to franchisee as well as the franchisor. PHCC must be notified of franchisee agreements or subcontractors prior to acceptance of proposal.

Note: Any and all verbiage hereafter which varies from these proposal guidelines shall have precedence.

Clarification: No laws, rules, regulations or statutes, etc., will, may, or are intended to be superseded by any verbiage herein.

General Information

1. Intent / Objective

The intent of this Request for Proposal (RFP) is to select one energy services company (ESCO) to conduct a technical energy audit of College facilities and to develop and implement a comprehensive energy conservation plan. The plan shall identify both the capital improvements and the operational changes necessary to reduce energy and related costs in facilities such that the annual cost savings will fully fund the plan.

Pasco-Hernando Community College (PHCC) seeks to maximize energy cost savings and related costs and, if necessary, fund facility upgrades and services as may be required to achieve long term savings.

Services and capital improvements to be financed through an energy performance contract which:

- incurs no initial capital costs (with option for PHCC to provide initial capital if desired)
- achieves significant long-term cost savings
- achieves a guarantee of cost savings for the duration of the contract
- includes an employee energy conservation education plan
- maintains consistent and reasonable levels of occupant comfort
- maintains consistent levels of building functionality,
- captures additional benefits that may directly result from energy-related services and capital improvements, such as environmental protection, hazardous materials disposal or recycling, improved occupant comfort, reduced maintenance needs, improved indoor air quality, additional building improvements, etc.

The College reserves the right to add services, reduce the scope of work, or conduct work in phases during the contract period under the same conditions and terms of this agreement. Additional buildings and facilities may be included in the future under the same contract.

2. Background

- Pasco-Hernando Community College (PHCC) was established in 1972.
- PHCC is a publicly supported, associate degree (2-year) granting institution serving Pasco and Hernando Counties.
- PHCC has a total head count of nearly 18,000 students
- PHCC employs nearly 700 full-time and part-time faculty and staff. PHCC is one of the largest employers in Pasco and Hernando counties.
- PHCC's campuses are non-residential.
- Four campuses, located as far as 35 miles apart, are in Brooksville (Hernando County), Dade City (eastern Pasco County), New Port Richey (western Pasco County), and Spring Hill (Hernando County). A new campus in Wesley Chapel is in the planning stages.

Site Addresses:

- 10230 Ridge Road, New Port Richey, FL 34654
- 11415 Ponce de Leon Blvd., Brooksville, FL 34601
- 36727 Blanton Road, Dade City, FL 33523
- 450 Beverly Court, Spring Hill, FL 34606

3. Project Funding

Respondents shall be willing and able to provide options for the capital investment required to fund this project. The cost of the proposal generation, system design and all other “up front” costs shall be borne by the respondent with no obligation to the College.

The financial goal of this program is four-fold:

- Reduce annual energy and operational costs.
- Self-fund any necessary upgrades to the College through energy and operational savings.
- Provide financing for the proposed projects with payback terms from 5 to 8 years but not exceeding ten years and subject to yearly appropriation.
- Allow the College the option to self-fund additional improvements desired through other funds related to energy and utility improvements to the same Proposer who is performing services under the previously mentioned provisions.

The proposed agreement shall not constitute a debt, liability or obligation nor will it be a pledge of the full faith and credit of the College.

Annual Savings Guarantee:

The ESCO shall provide a written savings guarantee. The guarantee shall be monitored monthly under the on-going services contract and reconciled on an annual basis, commencing one year from the date of completion of installation. In the event that the actual savings are less than the guaranteed savings, the ESCO shall provide annual cash payments of the difference. In the event the actual savings exceed the program costs, those savings are retained by PHCC.

Any operational savings being forecasted by the ESCO must be agreed upon and pre-approved by PHCC and annually reconcilable in order to be used.

4. The RFP and contract process has four phases:

- **RFP Phase:** Through this RFP, an ESCO will be selected based on written proposals, interviews with top candidates and a final reference check.
- **Audit and Project Development Phase:** A Technical Energy Audit and Project Development Contract will be developed with the selected ESCO to define the project scope, cost and financial terms.
- **Construction/Implementation/Financing Phase:** Upon satisfactory results of the Technical Energy Audit as determined by the College, an Energy Performance Contract will be developed to implement the negotiated and recommended projects and programs. The College reserves the right not to enter into a contract at the College’s discretion.
- **Commissioning/Guarantee/Monitoring Phase:** Upon completion of the plan’s implementation, the ESCO will offer a variety of services to ensure savings are met, such as a savings guarantee, on-going employee energy conservation education and training, follow-up monitoring, and contract maintenance services.

5. Selection Process

The Proposal Evaluation Committee evaluates responsive proposals. Committee members, other College employees, and members of the District Board of Trustees are not to be contacted regarding this request for proposal during the proposal selection process. **Violation of this prohibition shall be result in disqualification.**

The Proposal Evaluation Committee may include the following:

- One representative from Business Services
- One representative from Purchasing
- Three representatives from the District Facilities Department
- One representative from the East Campus
- One representative from the North Campus
- One representative from the West Campus
- One representative from the Spring Hill Campus

The Proposal Evaluation Committee will review all proposals received on time that are responsive to the solicitation requirements and short list up to three firms with the highest score using the College's evaluation criteria.

The Proposal Evaluation Committee will the conduct interviews and receive presentations from the short list firms and will rank each firm in accordance with the College's evaluation criteria.

The Proposal Evaluation committee will recommend to the District Board of Trustees the ranking of the firms. Once the Board has approved the final rankings, the Board shall engage, or authorize one or more persons to engage, the highest ranked finalists, or designated finalists as the case may be, in negotiations for the purposes of establishing the final scope of work and associated fees for services. In doing so, the Board or its designee shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be provided. The negotiated contract for ESCO services will then be recommended to the District Board of Trustees for approval.

Should the Board or its designee be unable to negotiate a satisfactory contract with the selected firms at a price that the Board or its designee determines to be fair, competitive and reasonable, the Board or its designee shall formally terminate negotiations and then undertake negotiations with the next highest ranked finalist or designated finalist as the case may be. Failing to reach a contract with the next most qualified firm, the Board or its designee shall formally terminate negotiations with such firm and then undertake negotiations with the next highest ranked finalist.

6. Time Period for Acceptance

All proposals received shall remain firm for a period of one hundred twenty (120) calendar days, after the date specified for receipt of proposals.

7. Minimum Requirements

In order to be considered for selection, a proposer must fulfill the following minimum requirements:

- Have a satisfactory record of past performance.
- Have the productive capacity to perform.
- Have adequate financial resources and exhibit demonstrable fiscal and management capability.
- Have a Florida General Contractor's license or have formed a joint venture with a licensed Florida general contractor.
- Meet PHCC's insurance requirements as contained in Contract Conditions, Section 12.

8. Purchasing Agreements with other Public Agencies

- A. All proposers submitting a response to this RFP agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, should the proposer feel it is in their best interest to do so.
- B. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Request for Proposal.
- C. This agreement in no way restricts or interferes with the right of any political subdivision to re-propose any or all items.

9. Professional Licenses

Include copies of all applicable federal, state and local licenses. It is required that proof of licensure be included with your proposal submittal.

10. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held in Room C-205C on West Campus at 9:00 a.m. on Friday, April 1, 2011. The purpose of this conference is to allow potential proposers an opportunity to present questions and obtain clarifications relative to any part of this invitation. Attendance at this conference is a prerequisite to submitting a proposal. Any changes resulting from this conference will be issued in a written addendum to the invitation.

11. Site Visit

Tour of the West Campus is scheduled for Friday, April 1, 2011 at 9:00 a.m. following the Pre-proposal meeting in Room C-205C, as an example of the College's mechanical systems and operations. The College will make available documentation of all of its sites as a part of this RFP upon request.

12. Proposal Evaluation Committee Meeting

A meeting of the Proposal Evaluation Committee will occur on or about Thursday, April 14, 2011 to review all the submitted proposals and to rank order up to three top ESCOs. Those firms will be notified on Friday, April 15, 2011 and interviews scheduled by the College's purchasing agent.

Results will be posted on the College's website at:

<http://phcc.edu/administration/purchasing.php>

13. Interviews (oral presentations)

Interviews with the top proposers will be held on Thursday, April 21, 2011 in Room C-205 C, West Campus. Individual timeslots will be assigned for each firm. The oral presentation will be 30 minutes in length with a 15 minute open floor to answer any questions from both parties.

Results will be posted the next day on the College's website at:

<http://phcc.edu/administration/purchasing.php>

Contract Conditions

1. Contract terms

The terms, specifications and conditions of this proposal constitute the total agreement and no further conditions will be accepted.

Proposer warrants that the prices, terms and conditions quoted in the submittal will be firm for a period of one hundred twenty (120) days from the date of the proposal due date unless otherwise stated by the proposer.

2. Contract period

The purpose of this Request for Proposal is to conduct a technical energy audit of facilities and to implement an Energy Performance Contract. The commencement date of the audit resulting from this proposal will be on or about **June 28, 2011**.

3. Contract documents

The contract entered into by the parties shall consist of this Request for Proposal, the signed proposal submitted by the Proposer, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the contract documents.

4. Qualifications of proposers

All proposers will be evaluated as to organization, ability to perform, financial condition and experience. The College reserves the right to reject any proposer where such evaluation does not satisfy the College or for any reason it deems appropriate at its discretion.

Proposers must meet the following requirements in order to be considered for this contract:

- Exhibit demonstrable fiscal and management capability.
- Have a satisfactory record of past performance.
- Have the productive capacity to perform.
- Have a minimum of ten (10) years' experience as an energy performance contractor.
- Proof of Florida General Contractor's license and all related engineers and consultant licenses.
- Proof of joint venture formation (if applicable).
- Proof of insurance.

5. Termination/Cancellation

Pasco-Hernando Community College reserves the right to cancel this contract for non-performance in the event the Proposer does not perform within the terms, conditions and specifications of the contract documents. Upon notification in writing to the purchasing department by the campus official responsible for the administration of the contract of the facts concerning non-performance, the Proposer will be notified of the problem and will have ten (10) days to correct same. If the Proposer fails to correct the problem to the satisfaction of the College within the ten (10) day period, the College reserves the right to serve notice of cancellation to be effective within ninety (90) days of notification. In the event of such

cancellation, the College may elect to award the contract to the next ranked proposer, extend the contract of another vendor currently under contract to provide like services, or re-issue the proposal, whichever is in the best interest of the College.

The obligations of the College under this award are subject to all terms and conditions established by the legislature of the State of Florida. The College has the option to discontinue service at no expense to the College if college policy or Florida Statutes determine it is in the College's best interest, or if inadequate funding is appropriated to College to continue.

6. Selling, transferring or assigning contracts

In the event that the successful proposer is purchased by another company during the term of the contract, the succeeding company must honor all of the terms and conditions contained herein. PHCC has the right to reject the new vendor and terminate this agreement without cause.

7. Familiarity with laws

All proposers are required to comply with all federal, state and local laws, codes, rules and regulations controlling the action or operation of this proposal. The relevant laws include but are not limited to the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013.45 Educational facilities contracting and construction techniques (K-20 Education Code – Educational Facilities), Florida Statutes 402.301-402.319, Florida Statute 489.145 Guaranteed Energy Performance Savings Contracting Act, 255.103 Construction management or program management entities, 287.055 Consultants' Competitive Negotiation Act, General OSHA regulations, and all civil rights legislation.

8. Licensing

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to the College representative. The proposer will maintain all appropriate licenses and permits specified by Pasco County and Hernando County, and any appropriate agency of the State of Florida. The proposer shall provide copies of these licenses to the College prior to the start of the contract. Failure to maintain the required licenses shall be cause for termination.

9. Tort Immunity

The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed the amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management consortium.

10. Award of Contract

The District Board of Trustees will make the award in the best interest of the College. The DBoT reserves the right to award to that proposer who will best serve the interests of the College. The DBoT reserves the right to reject any or all proposals, and to waive any technicalities in proposals receive

11. Governing Law/Venue

The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this agreement shall be litigated in Pasco County of the State of Florida.

12. Insurance Requirements

During the performance of the services under this contract, the Proposer shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows. Current proof of insurance must be provided in the RFP. Proposer agrees to notify Pasco-Hernando Community College in writing of any accident related to energy consulting management which occurs on campus.

A. Minimum Limits

- 1) **General Liability** Insurance per occurrence with limits of:
 - a) Each Occurrence - \$2,000,000^{.00} and
 - b) Damage to Rented Premises (Each Occurrence) - \$2,000,000^{.00} and
 - c) Medical Expense (Any one person) - \$10,000^{.00} and
 - d) Personal & Advertising Injury - \$2,000,000^{.00} and
 - e) General Aggregate - \$4,000,000^{.00} and
 - f) Products – COMP/OP AGG - \$4,000,000^{.00} and
 - g) General Aggregate limit applies per location/per project endorsement
- 2) **Automobile Liability** Insurance with any auto, hired auto, non-owned auto:
 - a) Combined Single Limit of \$2,000,000^{.00} (each accident)
- 3) **Workers' Compensation and Employers' Liability** Insurance in accordance with statutory requirements, and
 - a) Employer's Liability Each Accident limits of \$500,000^{.00} and
 - b) Employers' Liability Disease – Each Employee limits of \$500,000^{.00} and
 - c) Employers' Liability Disease – Policy Limit of \$500,000^{.00}

B. Conditions

- 1) Policies must be written by an insurance company authorized to do business in Florida.
- 2) Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A. M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- 3) Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

- 4) Proposer shall furnish PHCC **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to PHCC.
- 5) Proposer shall include PHCC as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the contract.
- 6) If an "ACORD" Certificate of Liability Insurance form is used by proposer's insurance agent, the words "**endeavor to**" and "**... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives**" in the 'Cancellation' paragraph of the form shall be deleted.
- 7) Proposer shall not commence work under this contract until all insurance required as stated herein has been obtained and such insurance has been approved by PHCC.
- 8) "Claims made" insurance policies are **not** acceptable.
- 9) In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply.
- 10) Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
- 11) PHCC's purchasing agent or risk manager shall verify ratings at A. M. Best's website: <http://www.ambest.com/>

13. Protection and security of building and property

The Proposer shall assume full responsibility and be held liable by PHCC for any loss of property and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this agreement or from the Proposer's failure to properly secure College facilities. The extent of this responsibility is not limited to only PHCC property but extends to any property including lease equipment on College locations. The Proposer shall be held liable by PHCC for damages caused by his/her employees to any equipment apparatus or installed property in the buildings in which work is performed under this specification.

The Proposer shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

14. Indemnification

The Proposer shall indemnify and hold harmless the College and their agents and employees from and against all claims, losses and expenses including attorney's fees, arising or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the College or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the College. In the event that the Proposer desires to subcontract some part of the work specified herein, the Proposer shall furnish the College the names, qualifications and experience of their proposed subcontractors. PHCC reserves the right of approval or refusal of subcontractor, and reserves the right of cancellation of the contract if in the best interest of the College. If the subcontractor is approved by the College, the Proposer shall remain fully liable and responsible for the work to be done by subcontractors and shall assure compliance with all requirements of the contract.

16. Miscellaneous Contractual Provisions

- A. Any number of counterparts of this agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- C. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and signed by the party or parties against whom enforcement is sought.
- D. All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.
- E. This agreement is not assignable unless all parties to this agreement approve of the assignment.
- F. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.
- G. If any party to this agreement is a corporation or a partnership, then all such parties represent to all parties to the agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey execute this agreement and to otherwise comply with the terms and conditions of this agreement.

- H. The title and captions of paragraphs and subparagraphs contained in this agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.
- I. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and the singular or plural, as the identity of the person or entity of the persons or entities may require.

17. Supervision and Staffing

- A. PHCC reserves the right to approve all personnel assigned on this contract. Any changes during the contract period must be approved by PHCC before implementation. PHCC reserves the right to reject any candidate for any reason. PHCC shall have the right to have any assigned worker removed for any reason.
- B. The Proposer shall provide and maintain an organizational chart indicating personnel assignments. PHCC shall be notified of any personnel changes before they are implemented by the Proposer.

18. Organizational Chart

- A. The Proposer shall provide PHCC's representative written lists of all employees assigned to work at PHCC within 5 working days of the contract start date. The list shall include:
 - 1. Employee's full legal name
 - 2. Business address
 - 3. Business telephone number
 - 4. Cell phone number
 - 5. E-mail address
- B. The Proposer shall be held responsible for the accuracy of the data required, and shall update the list immediately should there be any changes.

19. Attire

- A. Name tags with company name shall be worn at all times by all personnel for security purposes.
- B. Employees shall be required to dress neatly, commensurate with the tasks being performed.
- C. The Proposer's employee's footwear shall be closed toe – covering all exposed areas of the foot. Soles of footwear shall be non-slip and compatible with the performance of his/her duties.
- D. At the discretion of PHCC's representative, employees may be sent home if not in proper dress.

20. Conduct

- A. The Proposer shall require his/her employees to comply with any and all instructions pertaining to conduct and building regulations issued by duly appointed officials, such as PHCC's representative and security guards.
- B. The Proposer's employees shall refrain from using vulgar/foul language while on PHCC campuses.

21. Qualifications of Employees

- A. All employees assigned by the Proposer to perform the work under this contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the Proposer's responsibility to insure that all employees meet the physical standards needed to perform the work assigned. All personnel employed by the Proposer shall be trained and experienced, qualified in this type of work.
- B. A criminal record check shall be made for each employee prior to employment/assignment to PHCC's contract. All employees working on the PHCC contract shall have no criminal record/history for the past five (5) years. PHCC will reject any Proposer employee whose criminal background check demonstrates that he/she failed to report criminal convictions accurately on the Proposer's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence or moral turpitude, or any person who has been classified as a sexual offender or sexual predator under the Law of Florida or any other state, within 10 years immediately preceding the date of his/her original employment application with the Proposer will be forbidden to be employed by the Proposer hired by PHCC.
- C. Verify to PHCC that personnel assigned to the College are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Card Form (5) or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
- D. PHCC may require the removal of any Proposer's employee who does not comply with the above requirements.

22. Access to PHCC Premises

- A. Neither the Proposer nor their employees shall permit any individual to have access to the building, rooms or grounds designated herein. Any person(s) requesting access to a building shall be referred to the security guard.
- B. The Proposer's employees shall not bring any family and/or friends (or allow them access to PHCC buildings) with them during work hours to the PHCC campus.

23. Key Personnel

The Proposer shall notify PHCC in the event of key personnel changes which might affect this contract. Notification shall be made immediately of said changes. PHCC has the right to reject proposed changes in key personnel.

24. Supplemental requirements

Other work required outside the scope of the contract will be quoted under regular purchasing procedures. The successful proposer will be afforded the first opportunity to quote on these projects.

Statement of Work – ESCO Services

Work to be accomplished under this proposal will include, but not be limited to, complete services for:

Equipment Efficiency Improvements	Lighting Retrofits
Physical Plant Optimization	Ventilation Control
Demand Control	General Construction
Building Management Controls	Water Efficiency Improvements
Energy Cost Reductions	Energy Conservation Education Program
Recycle improvements	Monitoring and Verification reporting

The ESCO must have the demonstrated capability in engineering and management to provide a broad range of services. Services may include but are not limited to the following:

Audit and Project Development Phase

- technical energy audit to evaluate costs and savings of a variety of energy-saving measures
- project development plan including financial analysis

Construction/Implementation/Financing Phase

- design services
- equipment procurement and purchasing
- construction management
- hazardous waste disposal or recycling
- financing capability or ability to help find financing

Commissioning/Guarantee/Monitoring Phase

- commissioning
- continuing operations and maintenance for all improvements
- staff training on routine maintenance and operation of systems
- training of occupants - energy education programs
- performance and cost guarantee of savings
- monitoring and verification for measurement and reporting of the performance and savings from improvements
- analysis and application for Energy Star Label
- monitoring and reporting of emissions reductions
- maintaining long-term, high-efficiency performance of buildings

The ESCO must have the technical capability to address a broad range of systems including, but not limited to:

- **Mechanical Systems** - Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- **Plants** - Distribution systems, cogeneration systems, etc.
- **Lighting systems.** - Indoor and outdoor lighting systems, lighting controls, day lighting strategies.
- **Building envelope systems** - Windows, insulation, weatherization, etc. (It is recognized that window replacements are rarely cost-effective, but could be considered as part of a comprehensive plan.)
- **Specialty Systems** - Laundry equipment, kitchen equipment, renewable energy systems.
- **Water and Sewage Systems** - Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, and irrigation system controls or modifications.

Tentative Procurement Schedule

1. The tentative procurement schedule for this procurement is as follows:

Date	Item, Location and Time
March 13, 20, 27, 2011	RFP Advertised and Released (distributed)
April 1, 2011	Mandatory Pre-Proposal Conference and Site Visit <i>9:00 a.m. Room C-205C, West Campus</i>
April 11, 2011	Proposals Due <i>Deliver to downstairs Lobby, E Building, West Campus by 2:00 p.m.</i>
April 14, 2011	Proposal Evaluation Committee Meets and Short-lists
April 15, 2011	Short-list posted
April 21, 2011	Oral Presentations- Short listed firms – Rank Order <i>9:00 a.m. Room C-205 C, West Campus</i>
April 26, 2011	Post Recommended Ranking
May 17, 2011	DBoT approval of rank order and authorization to negotiate
June 21, 2011	DBoT approval of Audit Contract
June 28, 2011 to October 1, 2011	Comprehensive Energy Audit of College commences
October 2, 2011 to December 16, 2011	Determine final scope of work
January 17, 2012	DBoT approval of Energy Performance Contract
January 24, 2012	Project commencement

2. The above schedule is subject to change. All changes will be posted on the College website at:

<http://www.phcc.edu/administration/purchasing.php/>

Instructions for Preparing Proposals

Forms

For ease in preparation of your proposal, all required forms are available in electronic format (Microsoft Word) at the following web page:

<http://phcc.edu/administration/purchasing.php>

Proposal Format

A. For ease of evaluation

1. Proposal must be bound (3 ring binder or proposer's choice of binding)
2. The proposal must be submitted on 8½" x 11" paper
4. With headings and sections numbered as indicated in Section C below
5. The sections should be separated by using divider tabs for easy reference and may be either pre-numbered or include the section title
6. Proposal information may not be hand written

B. Number of Copies

Proposers shall submit EIGHT (8) COMPLETE SETS (one [1] labeled original signature and seven [7] copies) of the proposal, complete with all supporting documentation (i.e.; photographs, drawings, and exhibits) in a sealed, opaque envelope/container marked as noted above. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the Proposal Evaluation Committee.

C. The proposal should be divided by tabs into a minimum of fifteen (15) sections with references to parts of this RFP done on a section-by-section basis. The sections shall be numbered and named:

1. Basic Information
2. Sample Technical Energy Audit
3. Sample Energy Conservation Training Program
4. Qualifications and Experience
5. Adequacy of Staffing and Supervision
6. Safety Program/Training of Personnel
7. Scope of Services
8. Technical Approach
9. Performance Contracting Approach
10. Construction Issues
11. Site Specific Approach
12. Cost and Pricing
13. Disputes, Litigation, and Resolution
14. Location
15. Financial Capability (*this section of your submittal is exempt from Public Records*)
16. M/WBE/SDVBE
17. References
18. Licenses
19. Proof of insurance

1. Basic Information

Proposers shall include the following information/submittals:

- A. **Letter of Intent:** This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with PHCC. The letter must indicate the official's title or authority. The letter should not exceed two pages in length.
- B. **Acknowledgment of Addenda:** Include the acknowledgement page (signed and dated) of the last/final **addendum** issued by PHCC, if applicable.
- C. **Proposer Information:** Complete the Proposer Information form, which includes:
 - 1) **Proposer:** Company/firm name and addresses (street address and mailing address)
 - 2) **Contact Person:** Main contact person who should be contacted regarding your proposal, and whom to notify as to short-listing, oral presentations, and recommendation of award
 - 3) **Internet Contact:** Include contact person's E-mail address, and the firm's website address (if applicable)
 - 4) **State:** (*ex: Florida or Alaska*) where incorporated
 - 5) **FEIN:** Provide the **Federal Employer Identification Number** of the proposer
 - 6) **SSN:** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners **if the FEIN is not provided**
 - 7) **Telephone Number:** Direct phone number of the contact person
 - 8) **Toll Free:** Direct toll-free phone number of the contact person, if applicable
 - 9) **Fax Number:** Direct fax number of the contact person
 - 10) **Type of Business:** Identify the type of business entity involved (e.g.; corporation, sole proprietorship, partnership, joint venture, etc.)
- D. **Corporate Information:** If proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of **authority to do business** in the State of Florida.
- E. **Subsidiaries:** Name any subsidiary or affiliated companies in which principals have a financial interest, only as it relates to the performance of this contract. Explain in detail the principals' interest in this company and nature of business.
- F. **History of Firm:** Indicate firm history (chronologically).
- G. **W-9 Form:** Submit a completed W-9 form (also available on the Internet at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>).
- H. **Drug-Free Workplace:** If applicable, provide a statement concerning the proposer's status as a Drug-Free Work Place [DFW].

2. Sample Technical Energy Audit

This sample should be representative of the type of facility and the type of audit that will be conducted. The sample audit must have been conducted by a member of the Committee proposed for this project. The sample should clearly state which member(s) of your project Committee conducted the audit.

3. Sample Energy Conservation Training Program

This sample should be representative of the type of training program that will be conducted.

4. Qualifications and Experience

The submission should include:

- A. **Company Credentials:** Provide a brief statement of qualifications that includes the firm's size, geographic location in relation to the project, and the office that will support the contract for this project.
- B. **Years in Energy Business:** State the number of years your firm has been involved in the energy-efficiency related business. State the number of years your firm has offered performance contracting services, including higher education and other public agencies.
- C. **Number and Value of Contracts:** List all clients currently under contract and their contact information. Indicate the number of energy savings performance contracts actually implemented by your firm, each year for the past five (5) years. Indicate associated dollar value. (Note: If this response is submitted by a branch office or division of a parent company, indicate the number of projects that have been managed directly by the specific branch or division). Identify project references that involve buildings similar in type, size or scope to the building(s) described in the technical appendices and in similar types of locations (rural or metropolitan).

Include the following information on each project:

- 1) **Project Identification.** Name of project owner, type of project (hospital, k-12 school, community college, university, office building, etc.), location (city, state).
- 2) **Project Dates.** Actual construction start and end dates.
- 3) **Project Size.** Number of buildings, total square footage, total contract amount and the total project capital cost.
- 4) **List of Improvements.** Type of retrofits and operational improvements related to energy, water and other cost savings.
- 5) **Savings**
- 6) **Projected Annual Savings.** State the projected annual energy, water and O&M savings (Therms, kWh, kW, Gallons, etc.).
- 7) **Guaranteed Savings.** State the amount of the guarantee. Also describe how the guarantee functioned and if your firm was required to pay funds to meet the guarantee.
- 8) **Actual Annual Savings.** State the actual annual energy, water and O&M savings (Therms, kWh, kW, Gallons). Also describe if savings were measured or stipulated.
- 9) **Contract Terms.** Type of contract (shared-savings, lease purchase, guaranteed savings), contract term, and financing arrangement.
- 10) **Source of Funds.** Source of funds used for the project. If applicable, describe your firm's role in securing funds.
- 11) **Technical Design Personnel.** Include name(s) of primary technical design personnel.

- 12) **Project Schedule.** Indicate if the project was completed on schedule. If not, please explain.
- 13) **Comments.** Comment on any special features, services, conditions, etc.
- 14) **References.** Names and contact information of owner(s)' representatives who can serve as references.

Note: If the proposal is being submitted under a joint venture agreement, provide the above requested information for all the venture partners and include, if applicable, evidence of past projects completed by the joint venture.

5. Adequacy of Staffing and Supervision

- A. **Organizational Chart:** Include an organizational chart detailing the position/titles to support PHCC. Include an organization chart showing corporate support (if applicable).
- B. **Qualifications and Experience:** Describe the number and quality of staff you currently have to conduct technical analysis, engineering design, construction management, construction, training and post-contract monitoring.
- C. **Areas of Expertise:** List all areas of expertise related to potential energy and water improvements in facilities. Also describe the professional and skilled trades that your firm customarily performs with employees.
- D. **Technical Qualifications:** Point out your firm's technical qualifications.
- E. **Subcontractors:** Describe the nature of work generally conducted by subcontractors.
- F. **Short and long term action plans.**
- G. **Communication process and responsiveness to PHCC community needs.**
- H. **Area/district organization structure in support of PHCC's energy program**

6. Safety Program/Training

- A. PHCC considers the training provided to employees an important indicator of a successful Proposer. All employees assigned and/or beginning work shall be trained and fully aware of their responsibilities and duties.
- B. Provide a copy of the proposer's Training Plan to include, but not be limited to:
 - Management's Safety Policy Statement
 - Hazard Assessment and Safety Planning processes
 - Occupational Safety and Health/ Staff training plans
 - Blood borne pathogens and clean-up
 - Employee involvement
 - Orientation Program
 - Employee Handbook
 - On-going training new and experience employees of their duties and responsibilities
- C. Submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe and secure workplace environment.

7. Scope of Services

This section of the proposal must explain the Scope of Services as understood by the proposer and detail the approach, activities and work products. The proposal shall include:

- A. Types of Services – Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) available from your firm.
- B. Expertise in Systems – Describe your ability to offer services to upgrade HVAC, controls, lighting, kitchen, laundry and other systems.
- C. Provision of Financing – Describe general ability and approach to help with financing. Describe ability to ensure low rates.
- D. Other information the proposer may deem advantageous to demonstrate understanding and approach to the work.

8. Technical Approach

A. Audit

- 1) **Technical Site Analysis.** Describe your general approach to auditing a facility. What is involved? How is customer involved? Methodical approach? Level of expertise involved? Information and resources needed from customer?
- 2) **Sample Technical Audit.** Submit a sample technical audit conducted by your firm for a similar project (as directed in the Proposal Submittal Information). This audit must include detailed energy and economic calculations.
- 3) **Sample Technical Energy Audit and Project Development Contract.** Describe any modifications you recommend or require regarding the Technical Energy Audit and Project Development Contract in this RFP.

B. Design/Construction

- 1) **Engineering Design.** Describe your firm's approach to the technical design of this project.
- 2) **Standards of Comfort.** Describe standards of comfort and functionality that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities.

C. Engineering Analysis

- 1) **Baseline Calculation Methodology.** Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- 2) **Adjustment to Baseline Methodology.** Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment. Refer to **Attachment E: Technical Facility Profile** and address issues regarding buildings projected to have substantial changes in use.
- 3) **Savings Calculations.** List all procedures, formulas and methodologies including special metering or equipment, which your firm will use to calculate energy, water and O&M savings. Include assumptions made in the calculations.
- 4) **Dollar Savings Calculations.** Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or material savings.
- 5) **Cost Savings Guarantee Calculations.** Describe your firm's procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings can be documented.
- 6) **Billing and Invoices.** Describe your standard billing procedures and attach a sample invoice

9. Performance Contracting Approach

A. Approach

- (1) ***Differentiation of Your Firm.*** Describe particular characteristics of how your firm approaches performance contracting.
- (2) ***Management.*** Briefly describe your firm's approach to management.
- (3) ***Model Performance Contract Agreement.*** Describe any modifications you recommend or require regarding the model energy performance contract.

B. Other Services

- (1) ***Training and End User Education Provisions.*** Describe your firm's capabilities in providing technical and educational training for facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
- (2) ***Performance Guarantee.*** Describe your firm's approach to the performance guarantee. Is it required? When is it recommended for the guarantee to be dropped? Does the guarantee cover the annual monitoring & verification and maintenance contract costs?
- (3) ***Monitoring and Verification.*** Describe the methodology proposed for ongoing monitoring and savings verification of each recommended project's performance, including the frequency of such efforts. Note if an industry standard such as the *International Monitoring and Verification Protocol* is used and describe the preferred method.
- (4) ***Maintenance Contract.*** Describe the types of services that can be included in the maintenance contract. Comment on whether Customer's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee. (These duties could include programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.). Describe your firm's flexibility in terminating the guarantee. Describe the required length of the maintenance contract and the relationship with the guarantee in the event that Customer chooses to terminate the maintenance contract prior to the end of the performance contract.
- (5) ***Project Financing.*** Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing this project. Please comment on how you would work with Customer to utilize tax-exempt financing if appropriate, or other methods to keep financing costs to a minimum.
- (6) ***Energy Star Label.*** Describe your willingness and experience/capability to provide services and prepare an application to achieve the Energy Star Label on retrofitted buildings.
- (7) ***Emissions Reductions Reporting.*** Describe your willingness and experience/capability to calculate and report emissions reductions.

10. Construction Issues

A. Environmental Liability

State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the course of the project. If the firm is willing to accept any level of environmental liability, state the level and provide a cost analysis.

- B. **Equipment Ownership and Service Responsibility**
Describe the status of equipment ownership and service responsibility at contract expiration.
- C. **Warranties**
State the nature and term of typical warranties.
- D. **Standardized Contracts**
Provide a sample contract that your firm would be using if awarded the contract.

11. Site Specific Approach

- A. **Project Scope**
- (1) **Types of Services.** Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) offered for this project.
 - (2) **Potential Projects.** Based on your preliminary assessment of the information provided, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. Address energy, water and operation and maintenance opportunities. Also describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value to Customer. Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment in the facilities to be addressed.
 - (3) **Benefits.** Describe the specific benefits your firm can offer.
- B. **Relevant Experience to Apply to This Site**
- (1) **Areas of Expertise.** List all areas of expertise related to potential energy and water improvements in facilities. Include specialized areas of expertise in areas that might be relevant to the project (laboratories, renewable energy system application or rehabilitation, daylight design, etc.) Also describe the professional and skilled trades that your firm customarily performs with employees.
 - (2) **Experience in Similar Projects.** Identify projects your firm has completed that are similar in size, scope, facility type, and retrofit opportunity and present as follows:
 - Estimated size of this project (square footage)
 - Number of similar-sized projects completed in the U.S.
 - Projects completed in Florida
 - Number of similar type projects completed at institutes of higher education
- C. **Project Management**
- (1) **Management Approach.** Briefly describe your firm's approach to managing this project.
 - (2) **Qualifications and Experience of Staff Assigned to this Project.** Identify the individual who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five (5) years including type of project and project cost and resume. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training and post-

contract monitoring. Indicate the percent of time each person is available to work on this project.

- (3) **Subcontractors.** Describe the nature of work that will likely be conducted by subcontractors. Describe your willingness to use local subcontractors or subcontractors specified by Customer.

D. **Technical and Construction Issues**

- (1) **Construction Management.** Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Describe your flexibility and/or any limitations regarding possible Customer activities such as: management of additional energy and water projects, monitoring of installation and performance of ESCO projects, integration of other identified capital needs with ESCO projects which may or may not contain energy and water saving opportunities.
- (2) **Project Schedule.** Propose a preliminary project schedule.
- (3) **Operations and Maintenance.** Describe any major changes in operations or maintenance of the facilities that your firm foresees based on the information provided. Briefly describe the maintenance responsibilities of your firm and Customer. Describe how your firm would provide appropriate training in operations and maintenance of installed improvements.
- (4) **Standards of Comfort.** Describe standards of comfort and functionality that you would propose for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.

12. **Cost and Pricing**

A. **Cost of Audit**

This cost will be evaluated on the basis of reasonableness, so an unrealistically high or low cost will be devalued in the evaluation process. The audit cost will be the reimbursable cost if no performance contract is negotiated after completion of the Technical Energy Audit.

- (1) Describe your approach to auditing a facility. Ensure that your approach is consistent with the approach and requirements included in Attachment F: Sample Technical Energy Audit and Project Development Contract, unless exceptions were noted above.
- (2) State the total fixed cost of the technical energy audit.
- (3) State the cost per square foot of the audit.

B. **Markup Costs and Fees**

Markup costs are disclosed to provide a typical project costing approach for a project of similar scope and size. The markups will also be used in the Technical Energy Audit Contract and subsequent Energy Performance Contract. Markups can be negotiated downward. A substantial change in the scope and size of the project may necessitate renegotiation of the markups.

- (1) Provide markups for each category you use in your pricing structure (categories may include but are not limited to: overhead, profit, markups on subcontractors, equipment/ supplies/ rentals, self-performed work, design, construction management, warranty, commissioning, monitoring and verification, contingency, training, or any other markup category used by ESCO.) (ESCOs will further qualify these markups in the "Best Value" section below.)

- (2) To clarify the use of these markups, describe how each markup is applied, when it is used, etc.
 - (3) Include two hypothetical examples to show how each of the markups are applied: i) a standard lighting upgrade and ii) typical chiller replacement (or other large equipment of your choice).
 - (4) If contingency is a category, describe how excess contingency dollars will be used.
- C. **Other Costs**
Describe other costs such as maintenance and monitoring agreements and describe how they may be applied. Also point out if these are annual costs and if they are required each year of the contract.
- D. **Best Value**
(1) Describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, local relationships and experience, experience in similar types of facilities, knowledge of particular retrofits, etc.
(2) Describe any utility rebates or other incentives that you can potentially provide and/or facilitate.
- E. **Open Book Pricing**
Describe your firm's approach and experience in providing open-book pricing. Note that open book pricing is required, including open book pricing of itemized costs from subcontractors and vendors.

13. Disputes, Litigation and Resolution

- A. **Summary of Litigation:** Provide a **summary of any litigation, claim(s), or contract dispute(s)** which have been **finalized and/or decided by a Court of Law**, which were filed by or against the proposer in the past five (5) years (complete and submit **Disputes Disclosure Form**). The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. Disclosure can be limited to:
- 1) Cases which are related to the services that proposer provides in the regular course of business
 - 2) The regional/district office that will be supporting this contract.
- B. **Pending Litigation:** Include any information regarding your firm being involved in any potential or pending litigation.
- C. **Potential Disputes:** List any pending or forthcoming disputes that are known.
- D. **Sanctions:** List any regulatory or license agency sanctions.
- E. **Lost Accounts/Clients:** Provide a complete list of all accounts lost (early termination or non-renewal). Include contact names and telephone numbers, length of service at each account, and reason for loss. This list can be limited to the regional/district office which will be supporting the contract, and may be limited to the past five (5) years.

- F. **Canceled Accounts:** Provide a complete list of all accounts canceled/terminated **by the proposer** prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the proposer chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract, and may be limited to the past five (5) years.
- G. **Contract Denial:** Indicate if your firm has been denied a contract award on which you submitted the low proposal, or been refused pre-qualification. Explain in detail.

14. Location

- A. Identify the location of your home office.
- B. Identify the location of the specific office that will have direct responsibility for this project.

15. Financial Capability

- A. Indicate whether your firm has **filed for bankruptcy** within the previous seven (7) years or has any plans to do so.
- B. Include the audited **Balance Sheet, Income Statement, and Cash Flow Statement** from the prior two (2) fiscal years.
- C. Said statements and reports should be from the corporate entity making the proposal rather than its parent corporation.
- D. A list of comparable type and size accounts along with the name/contact person (e-mail and telephone) for the person(s) most knowledgeable about your performance.
- E. A list of all lost comparable accounts over the past four (4) years along with the reason(s) for losing the account and the same contact information.
- F. Financial statements are **exempt** from becoming public record in accordance with FS 119.07 (2)

16. M/WBE/SDVBE Status

If the proposing firm is owned and operated by a minority, or woman a "Minority and Woman Owned Business Declaration" must be completed and returned with your submittal.

17. References

- A. Include reference letters from the client on each of the three most closely related projects. If the business is a franchise, references are to be specific to the proposer. Be sure to use projects that have the same personnel involved that will be assigned to this project. Be sure to provide the following information:
 - 1) Company name
 - 2) Address
 - 3) Contact
 - 4) **E-mail address (Required – References submitted without E-mail addresses will be disregarded)**
 - 5) Phone number

- 6) Toll-free number
- 7) Fax number
- 8) Educational references (college, university and schools)
- 9) Non-educational references

B. Do not include as a reference:

- 1) References which are located in foreign countries
- 2) PHCC DBoT members or staff members
(contact with DBoT members or staff members will disqualify proposer)

C. You may provide supplementary letters of reference.

18. Licenses

- A. Include a copy of all applicable licenses. - **Must have Florida General Contractors license, Professional Engineers on Staff license and all consultants licenses**
- B. List any regulatory or license agency sanctions.

19. Proof of Insurance

Current proof of insurance must be provided in the RFP (See insurance section above.)

Failure to comply with all of the above instructions may disqualify the proposer.

Evaluation of Proposals

1. Evaluation Method

- A. PHCC will appoint a Proposal Evaluation Committee consisting of members of its staff to evaluate proposals, and to recommend award of a contract with the proposer which meets the best interests of PHCC.
- B. The District Board of Trustees shall make the final award.
- C. PHCC shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. PHCC's decisions will be final.
- D. Evaluations of written and oral presentations are independent of each other. Written proposals are used for the purpose of short-listing. Oral presentations by the short-listed companies will be used as the determining factor for recommendation to the DBoT by the proposal.

2. Price Evaluation

The Proposal Evaluation Committee recognizes it is premature to place a major emphasis on projected financial benefits prior to the completion of the Technical Energy Audit, because the Audit will define the potential scope and cost benefit. Therefore, the most emphasis will be on qualifications and less emphasis will be placed on the cost information.

3. Non-Responsive Proposals

- A. Non-responsive proposals will be rejected by the purchasing department, and will not be distributed to the Proposal Evaluation Committee for consideration. Additionally, the Proposal Evaluation Committee may determine that the required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
 - 1) Failure to follow the required format
 - 2) Failure to sign the proposal
 - 3) Failure to acknowledge addenda (unless all changes are not materiel)
 - 4) Failure to provide required submittals / documentation
 - 5) Submission of a late proposal
 - 6) Proposer does not meet minimum qualifications/requirements
- B. The Proposal Evaluation Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of PHCC based on the evaluation criteria.

4. Evaluation Criteria

The criteria and weights established by PHCC shall be utilized in the evaluation of the written proposals and oral presentations as identified in this Request for Proposal.

5. Consensus Scoring

- A. The Proposal Evaluation Committee may choose to use consensus scoring in the initial review/evaluation of the written proposals in order to develop a smaller number of proposals to be afforded extensive individual and collective review.
- B. The Proposal Evaluation Committee shall then utilize an evaluation form to rate/evaluate each of the remaining proposals.

6. Short-Listing

- A. The Proposal Evaluation Committee shall utilize an evaluation form to rate/evaluate each of the proposals (unless consensus scoring is utilized, as clarified in #5 above).
- B. Upon completion of the evaluation of all written proposals, the Proposal Evaluation Committee shall determine whether to recommend award to the proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation.
- C. Only those firms with the highest scores rated in accordance with the criteria and their weights will be invited to give oral presentations.
- D. The list of short-listed proposers will be posted on the webpage.

7. Notification of Short-Listing

The short-listed proposers will be notified, as follows:

- A. An e-mail will be sent to those firms who have been short-listed, notifying them of the place and time of their interview/presentation.
- B. In the event that there are any specific questions/clarifications that the Proposal Evaluation Committee would like for all of the proposers to address/make, they will be included in this notification.

8. Oral Presentations

- A. Firms responding to this RFP must be available for presentations/interviews.
- B. The tentative schedule time and date for these presentations is Thursday, April 21, 2011. Should there be any changes to the time or location, they will be posted on the website.
- C. The criteria for evaluating the oral presentation are established by PHCC. The criteria are subject to change. In the event that the criteria are revised, the short-listed proposers will be advised of the changes. The final scoring will be wholly based on these criteria. Scores from the initial evaluation will not be "brought forward".
- D. The interview time shall be limited to forty-five (45) minutes. Thirty (30) minutes shall be allotted to the presentation with the remaining time for questions and answers with your project committee.
- E. It is mandated that your contract manager and site supervisor(s) (or other key employees who will be assigned to this project) be present.

- F. As part of your presentation, be prepared to discuss the services that you will provide, with an emphasis on **services to be provided on this contract**. Additionally, discuss your firm's **ability to provide excellent services**.
- G. Handouts and/or "leave behinds" are permitted.
- H. PHCC will **not** provide computer or A/V equipment. Proposers should bring their own equipment to use for PowerPoint (or other) presentations.

9. Identical or Tie Scores

In the event two (2) or more proposers are deemed equal during the evaluation process, the following criteria, in order of importance, shall be used to break said tie:

- A. Proposer's experience with similar projects at other Florida community colleges
- B. Proposer's work experience in Pasco or Hernando counties
- C. Proposer's work experience in the State of Florida
- D. Minority, Woman Owned, and Service-Disabled Veteran Business Enterprise Designation

10. Site Visits

Members of the Proposal Evaluation Committee may visit a service site or client of the short-listed proposers in operation in the State of Florida. Proposers may be given at least 24 hours notice of any site visits planned by PHCC.

Evaluation of Written Proposals

Criteria for Evaluating Written Proposals	Weight
<p>Qualifications and capability Proposers will be awarded points on a scale of one to twenty.</p> <p>General Firm Information.</p> <p>Experience of Firm. General experience in energy-related and performance contracting services.</p> <p>Scope of Services. Comprehensiveness of management, maintenance and monitoring services offered.</p> <p>Financial Soundness. Financial soundness and stability of the ESCO. Completeness and strength (financial viability) of most recent annual financial statements.</p>	<p>Up to 20 points</p>
<p>Experience and Expertise Proposers will be awarded points on a scale of one to twenty.</p> <p>Project History. Quality of past projects completed with respect to scope and documented savings.</p> <p>Personnel Information. Qualifications and relevant experience of the staff in engineering, project management and other areas of importance.</p>	<p>Up to 20 points</p>
<p>Technical Approach Proposers will be awarded points on a scale of one to ten.</p> <p>Audit. Quality of the sample technical audit, as completed by the person(s) responsible for project technical design.</p> <p>Design/Construction. Overall approach.</p> <p>Engineering Analysis. Reasonableness of methodologies to determine the baseline and savings.</p>	<p>Up to 10 points</p>
<p>Performance contracting approach Proposers will be awarded points on a scale of one to ten.</p> <p>Approach. Overall approach to performance contracting and needed contract adjustments.</p> <p>Other Services. Full range of services and flexibility in applying those services.</p> <p>Construction Issues. Ways of handling environmental liabilities, warranties and equipment service.</p> <p>Standardized Contracts. Willingness to use state-approved contracts.</p>	<p>Up to 10 points</p>

<p>Site Specific Approach Proposers will be awarded points on a scale of one to twenty. Project Scope for This Project. Understanding of existing building conditions, systems and operation and maintenance projects. Responsive to strategies in adapting control strategies, equipment and maintenance practices in response to changes in utility rates, technology, and building conditions in order to enhance project performance. Comprehensiveness and clarity of the technical approach to this project based on improvements likely to be included. Relevance and benefits of proposed retrofits for these facilities. Relevant Experience to Apply to This Site. Relevance and documented savings of past projects completed that are similar in size, scope, and building type. Project Management for This Project. Management approach and relevant qualifications of key personnel assigned to the project involved in technical auditing and design, project management and construction, with respect to the size, scope and building type of this project. Technical and Construction Issues. Construction management, scheduling, operation and maintenance approach, approach to compatibility/ openness/ standardization of equipment, standards of comfort and provision of insurance.</p>	<p>Up to 20 points</p>
<p>Cost and Pricing Proposers will be awarded points on a scale of one to twenty. A qualifications-type analysis will be used to evaluate costs, with an emphasis on the approach to pricing and reasonableness of pricing. This will involve a combination of “price analysis” and “cost analysis” such that the Proposal Evaluation Committee will use judgment, knowledge and experience to determine reasonableness and consistency, and to evaluate costs based on established catalog and market prices, historical prices and independent cost estimates.</p> <p>Technical Energy Audit Phase: Cost of Audit. Cost of the Technical Energy Audit for the proposed scope of buildings. This cost will be evaluated on the basis of reasonableness for the size and scope of the project. An unrealistically low cost will be devalued.</p> <p>For purposes of evaluation, the College Facilities in attachment E will be audited. Customer reserves the right to reduce the scope.</p> <p>Construction/Installation Phase: Markup Costs. Consider reasonableness of markup costs. The markup costs are disclosed for two purposes: 1) to illustrate typical project costing approach for a project of similar scope and size and 2) to establish costs for use in the subsequent technical energy audit. They are evaluated for the purpose of award and may be negotiated during contract negotiations based on the scope and magnitude of the project. These rates will be expected to be used in the Technical Energy Audit and subsequent Energy Performance Contract, however, scope and size of project may change and necessitate a change in the markups provided below. “Cost analysis” will be used to evaluate the markups for reasonableness. ESCO may use different customized categories or present an alternative pricing structure.</p> <p>Further consider reasonableness in the example and description of how markups are applied.</p> <p>Other Costs. Assess this in terms of added value. Best Value. Value for the investment. Open Book Pricing. Experience and willingness to provide open-book pricing.</p>	<p>Up to 20 points</p>

Evaluation of Oral Presentations

Criteria for Evaluating Oral Presentations	Weight
<p>Project Management Proposers will be awarded points on a scale of one to thirty. 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.</p> <p>Ability to manage construction in a complex operating environment.</p> <p>Comprehensiveness of management and monitoring services provided by the Proposer and the specific benefits to PHCC of such services.</p> <p>Quality of communication skills of the Proposer's representatives at the oral interview.</p> <p>Ability to coordinate project construction with local utilities, sub-contractors, equipment suppliers and facility personnel.</p> <p>Quality of provisions for training facility services. Prior experience working in Performance Contracting.</p> <p>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.</p>	<p>Up to 30 points</p>
<p>Technical Approach Proposers will be awarded points on a scale of one to thirty. Qualifications of the technical design professionals.</p> <p>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.</p> <p>Quality of a sample energy audit for similar types of facilities completed by the person(s) responsible for project technical design.</p> <p>Reliability of equipment performance of Proposer's past retrofit projects. Documented energy savings of previous retrofit projects managed by the Proposer.</p> <p>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.</p> <p>Typical baseline energy use calculation methodology.</p> <p>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.</p>	<p>Up to 30 points</p>

<p>Financial Approach Proposers will be awarded points on a scale of one to twenty-five.</p> <p>Demonstrated ability to provide or arrange project financing.</p> <p>Quality and clarity of the energy savings calculation methodology.</p> <p>Reconciliation accounting methods for adjusting windfalls/shortfalls in project cash flows.</p> <p>Clarity of sample project invoice.</p> <p>Energy tracking reporting methodology and procedure.</p> <p>Clarity of project accounting system sample.</p>	<p>Up to 25 points</p>
<p>References Proposers will be awarded points on a scale of one to fifteen.</p> <p>The Proposer must demonstrate a positive relationship with prior clients on similar projects. PHCC entity will contact references listed in the submittal. Results will be provided to the Proposal Evaluation Committee. The Proposal Evaluation Committee shall review the reference results and the recommendations submitted.</p> <p>In addition to the results from the references contacted, the Proposer shall submit recommendations from previous owners and discuss their strategy to provide a positive working relationship with PHCC.</p>	<p>Up to 15 points</p>

1) Proposer Information

Proposer Name:		Formerly:			
Mailing Address:					
City, State, Zip:					
Street Address:					
City, State, Zip:					
Contact Person:		Title:			
E-mail Address:		Website Home Page:			
Type of Business: <i>(Check one)</i> <input type="checkbox"/> Corporation <input type="checkbox"/> Sole-Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture		Incorporated in the State of:			
		Date:		# of Years:	
		Proposer is a M/WBE/SDVBE:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Federal Employer Identification Number:		___ - ____ - _____	
		SSN (if Sole-Proprietorship or Partnership):		____ - ____ - _____ <i>Only required if FEIN is not provided</i>	
		Telephone Number:		()	
		Toll Free Telephone Number:		()	
Fax Number:		()			

2) W-9 Taxpayer Form

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type see Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such businesses. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

3) Drug Free Workplace

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace 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 workplace, the business's policy of maintaining a drug-free workplace, 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 proposed 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) 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 workplace through implementation of this section.

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

Proposer's Signature

Date

4) Minimum Qualifications

1. Proposer shall meet the following minimum experience qualifications:
 - a. A minimum of ten (10) years experience as an energy consulting management contract management company.
 - b. Experience in handling one or more significant higher education accounts of this type and size.
 - c. General contractors licensed in the State of Florida.

2. Complete the following items and submit with your proposal:

a. On what date did your company incorporate in the State of Florida?	
b. Length of time in business:	Years
c. How many major higher education clients have you contracted with?	#
d. How many people does your company directly employ?	People
e. License number	
f. Year licensed	

Proposer: _____

5) Current/Previous Clients

Company:	
Contact Name:	E-mail Address:
Address:	
City, State, Zip + 4:	
Phone Number: ()	Fax Number: ()
Contract Term:	
Summary of Work:	
Comments:	

Proposer: _____

This form may be copied as needed.

6) Disputes Disclosure

Answer the following questions by placing an "x" or check "✓" in the box after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this contract.

* * * * *

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES

NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES

NO

If **yes**, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES

NO

If **yes**, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Proposer (Firm)

Date

Authorized Signature (Officer)

Officer Title

Printed or Typed Name

7) Minority, Woman Owned, and Service-Disabled Veteran Business Enterprise Designation Business Declaration

Proposer hereby declares that it is a Minority/Woman Owned/Service-Disabled Veteran Business Enterprise Designation Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

- “African-American”** includes persons having origins in any of the black racial groups of Africa.
- “Hispanic American”** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.
- “Native American”** includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.
- “Asian-Pacific Americans”** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.
- “Asian-Indian Americans”** includes persons whose origins are from India, the Indian Sub-Continent and Pakistan.
- “Woman-Owned Business Enterprise”**
- “Service-Disabled Veteran Business Enterprise Designation (SDVBE)”**

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business. Florida Statute 287.094 states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094 is guilty of a felony of the second degree. SDVBE are defined in the Florida Service-Disabled Opportunity Act located in Florida Statute Section 295.187.

Proposer:	
Certified by (<i>name of Public Entity, if applicable</i>)	
Certificate Number:	
Attach copy	
Signature:	Date:

<input type="checkbox"/> Non-WMBE/SDVBE	
Signature:	Date:

8) References

Include FAX Number and E-mail Address

Educational Client Name / Address	Contact Person	Telephone and Fax Number
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax

Non-Educational Client Name / Address	Contact Person	Telephone and Fax Number
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax
	Name:	() Phone
		() <i>toll free</i>
	E-mail:	() fax

References which are located in foreign countries are not acceptable. This form (or an alternate form as determined by the proposer – ensure all requested information is included) must be completed and returned with your proposal. **Be sure to reconfirm all E-mail addresses prior to submittal to ensure they are up-to-date.**

9) Checklist

This checklist is provided to assist each proposer in the preparation of their proposal. Included in this check list are important requirements which are the responsibility of each proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline – it is the responsibility of each proposer to read and comply with the Request for Proposal in its entirety.

Check each of the following when accomplished:

- Letter of intent
- Proposer Information Form is completed, signed and attached
- W9 Taxpayer form is completed, signed and attached
- Drug-Free Work Place Form is completed, signed and attached
- Minimum qualifications form included
- Current/Previous Clients form included
- Disputes Disclosure form included
- Minority/Woman Owned/Service-Disabled Veteran Business Enterprise Designation Business Declaration form included
- References included
- Proposal envelope/box is marked accordingly
- Required number of proposal submittals included
- Financial statements enclosed
- Proof of insurance and licenses enclosed
- Acknowledgment of addenda

Attachment A – Special Contract Terms and Conditions

The following are the special contract terms and conditions that will be an integral part of the subsequent contracts and are highlighted here to emphasize their importance. The contracts are included as templates only and may not yet incorporate all of the below requirements.

Energy Audit Phase

- **Payment for Audit** - If an energy performance contract is not developed after the audit has been accepted; Customer agrees to pay the cost of the audit as stated in the submitted proposal or as negotiated in the subsequent Technical Energy Audit and Project Development Contract.
- **Use of Stated Cost Markups** - The individual cost markups disclosed in the proposal will be used in the Technical Energy Audit and Project Development Contract, provided the size and scope of the project remain similar. Cost markups presented in the proposal can be negotiated downward.
- **Cost Estimates** - The technical audit must include estimates of savings for each measure each year. Also, the cost estimate for each measure must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt services as well as other categories presented in the stated cost markups in the RFP.
- **Annual Savings Estimates** - The utility and operational and maintenance cost savings for all measures must be estimated for *each* year during the contract period.

Construction/Implementation Phase

- **Use of Stated Cost Markups** - Cost markups provided in the proposal are the maximum markups to be used in the Energy Performance Contract, provided the size and scope of the project remain similar. Cost markups presented in the proposal can be negotiated downward.
- **Open Book Pricing** - Open book pricing will be required, such that the ESCO will fully disclose all costs, including all costs of subcontractors and vendors. ESCO will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. ESCO will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Cost markups will be clearly applied.
- **Equipment Compatibility or Standardization** - All equipment installed that is comparable to similar equipment at the facility(ies), shall offer compatibility with existing systems, and/or be of the same manufacturer (Trane) for standardization of equipment agency-wide, unless excepted by Customer.

Commission/Guarantee/Monitoring Phase

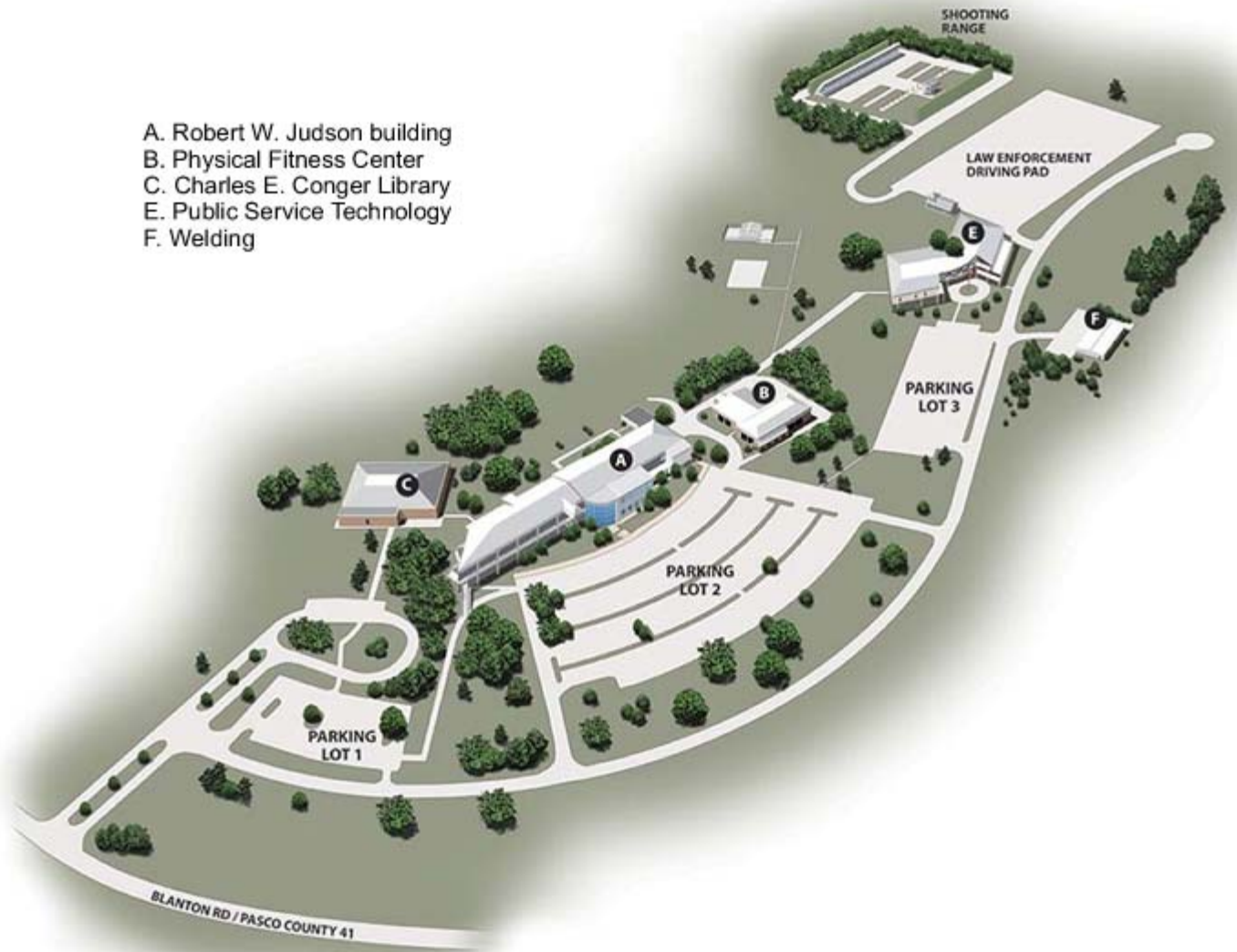
- **Annual Appropriations** - Annual payment is subject to annual appropriations.
- **Annual Savings Exceed Annual Costs - Actual** savings for each year during the contract period shall exceed annual contract payments. Annual project costs include debt service, contractor fees, maintenance services, monitoring services, and other services.
- **Annual Guaranteed Cost Savings** - A written annual guarantee will be provided for the contract, such that the sum of utility cost savings and operation and maintenance cost savings for each year will equal or exceed the calculated annual savings and the amount of the annual payment
- **Excess Savings** - Annual cost savings beyond the guaranteed minimum savings will be retained by Customer, and will not be allocated to shortfalls in other years.

Attachment B – Map of West Campus



Attachment C – Map of East Campus

- A. Robert W. Judson building
- B. Physical Fitness Center
- C. Charles E. Conger Library
- E. Public Service Technology
- F. Welding



Attachment D – Map of North Campus

- A - Classrooms, administration, Student Development, student center, computer lab and bookstore
- B - Classrooms
- C - Alfred McKethan Library, distance learning and learning lab
- D - Facilities



Attachment E – Map of Spring Hill Campus

