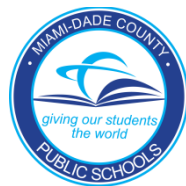


Procedures for the Selection of Guaranteed Energy Performance Contract (GEPC) Services Firms



Department of A/E Selection & Negotiations
1450 NE 2nd Avenue, Room 305
Miami, Florida 33132

Miami-Dade County Public Schools



Miami-Dade County Public Schools

The School Board of Miami-Dade County, Florida

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SECTION I

GENERAL INFORMATION AND PROCEDURES

A. INTENT

The School Board of Miami-Dade County, Florida (Board) intends to evaluate, select and commission qualified firm(s), which will be referred to as Energy Service Company(ies) (ESCOs), to implement energy efficiency and conservation measures and related services, including Investment Grade Energy Audits (IGEA), design, construction, maintenance and Measurement & Verification (M&V) for up to a twelve (12) year term. Services will require that the selected ESCo provide a full range of Energy Conservation Measures (ECMs), and the investment in ECMs shall result in guaranteed energy cost-savings equal to or greater than the total projected costs of the design and installation to be realized through the reduction in the cost of energy consumption, reductions in net energy-operating and ECM maintenance costs and identified capital savings under a Guaranteed Energy Performance Contract (GEPC). The GEPC services provided shall, at a minimum, comply with Florida Statutes (FS), Sections [489.145](#) and [1013.23](#). The firm(s) must be licensed as required by FS, including, but not limited to, Chapters [471](#), [481](#) and [489](#). Firms will be selected in accordance with FS Section [287.055](#), Florida Law, Rules, codes, and these Procedures for the Selection of GEPC Services Firms (Selection Procedures) as part of School Board Policy [6330](#) as may be updated/amended from time to time. The selection process for these services is in compliance with FS [287.055](#), Consultants' Competitive Negotiation Act, except that if fewer than three (3) firms are qualified to perform the required services, the requirement for selection of three firms, as provided in FS Section [287.055\(4\)\(b\)](#), and the bid requirements of FS Section [287.057](#) do not apply.

B. PROCEDURES

The selection process begins with the publication of a legal advertisement and concludes with the Board authorizing the selected ESCo to proceed with the installation of agreed upon ECMs under a GEPC. The procedure consists of the following steps:

1. Advertisement of Request for Qualifications (RFQ) and the Selection Procedures
2. Mandatory Pre-proposal Conference
3. RFQ Response (to include an executed Agreement to Proceed)
4. Initial Screening/Short-list
5. Walk-through of M-DCPS representative school (short-listed firms)
6. Submittal of IGEAs
7. Technical Review and rating of representative school IGEAs
8. Interviews and Final Scoring
9. Selection of one (1) or more firms/Final Ranking
10. Assignment of facilities (selected proposers)
11. Board commission of Guaranteed Energy Performance Contract (GEPC) (PART 1) Master Agreement
12. Execution of GEPC(s)
13. Walk-Through of assigned facilities & IGEA Process
14. Firms submit Final IGEAs & Proposals
15. Evaluation of IGEAs and Negotiations of GEPC Amendment(s) (PART 2) Project-Specific
16. Board authorization of the Amendment(s)
17. Execution of the Amendment(s)

C. ADVERTISEMENT

1. A legal advertisement soliciting Requests for Qualifications (RFQ) Responses from qualified proposers who wish to be considered for the advertised services will be prepared by the M-DCPS Department of Architect/Engineer (A/E) Selection & Negotiations (A/E Selection).

2. The advertisement will include a list of potential school facilities. The Board reserves the right to add, replace, and/or delete potential sites from the list of potential school facilities for the execution of GEPC.
3. The advertisement will run as a legal notice at least once in a newspaper or publication having general distribution in Miami-Dade County, and in publications having widespread distribution in the African-American, Hispanic and Haitian/Caribbean Communities. The advertisement may also be run in any additional publication(s) when such distribution is believed to be in the best interest of the Board and as directed by the Chief Facilities Officer and/or the Office of Economic Opportunity.
4. A/E Selection will electronically post the full legal advertisement on the A/E Selection web page at: <http://ae-solicitations.dadeschools.net>. In addition to the legal advertisement, the A/E Selection web page will contain all the required RFQ documents, these selection procedures, any related documents and required forms.
5. In accordance with Board Policies, a Cone of Silence, Lobbyist requirements, Local Vendor Preference and protest procedures are activated at the time the legal advertisement is posted. These and all Board Policies can be accessed at: <http://www.neola.com/miamidade-fl/>.
6. In accordance with Board Policies and procedures, sub-consultant Small/Micro Business Enterprise (S/MBE), Minority/Women Business Enterprise (M/WBE) and/or Veteran Business Enterprise (VBE) goals may be included in the legal advertisement. The full advertisement will provide information such as the type of services being sought, minimum requirements, list of potential schools, deadline, time and location where RFQ Responses are to be submitted.

D. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference may be held by A/E Selection for proposers wishing to respond to a RFQ. A Mandatory Pre-Proposal conference will require attendance in order to participate in the RFQ. The conference will provide information such as the minimum submittal requirements, general selection procedures and a question & answer session. The Legal Advertisement will include the date, time and location of the Pre-proposal Conference and whether the conference will be a mandatory conference. Proposers must arrive on time in order to participate.

E. SCORING / EVALUATION AND FINAL RANKING PROCESS

The scoring/evaluation process will be conducted in three steps. The initial screening, technical review and the interview will be scored in accordance with the Criteria for Scoring/Evaluation found under Section III.

The scoring/evaluation process shall be as follows:

1. INITIAL SCREENING (maximum score 161 points)
 - (a) All proposers will undergo an initial screening process whereby their RFQ Responses will be reviewed, evaluated and scored by A/E Selection staff utilizing FORM-1 (**Exhibit "A"**). Proposers will be evaluated on information presented in their RFQ Response and any database information on file with M-DCPS (data interpretation will be made by A/E Selection staff). Staff will rank proposers based on their initial screening score in order to develop a short-list.
 - (b) Proposals that do not comply with the requirements of these procedures will **not** be scored and the proposer will be disqualified.
2. M-DCPS FACILITY IGEA (for a representative school) (maximum score 150 points)
 - (a) Short-listed proposers will be required to execute and include in their RFQ Response an Agreement to Proceed (ATP) using **Exhibit "K"**.

- (b) Upon execution of the ATP by M-DCPS, short-listed firms will take part in a walk-through of a selected M-DCPS facility (representative school) in order to develop an IGEA. Refer to **Exhibit “J”** for the requirements of the IGEA.
- (c) IGEAs will be reviewed and scored for technical compliance. Refer to **Exhibit “L”**.
- (d) Each proposer that has submitted a compliant IGEA (for a representative school) will be invited for an interview.
- (e) IGEAs (for a representative school) will be evaluated by a M-DCPS Technical Review panel and those IGEAs that are not in compliance with the requirements of the RFQ will **not** be evaluated and the proposer will be disqualified.

3. INTERVIEW (maximum score 325 points)

- (a) The short-listed proposers will be interviewed/evaluated by the voting members of the Selection Committee utilizing Selection FORM - 2 (**Exhibit “B”**).
- (b) The interview scores will include the technical review score for each proposer.
- (c) In order to determine the final evaluation score for each proposer, the highest and lowest of the Selection Committee’s scores for each proposer will be dropped, and an average taken of the remaining scores to develop a final evaluation score. The final ranking for each proposer shall be determined by the final evaluation score.
- (d) The Selection Committee will be composed of nine (9) voting members representing M-DCPS, as follows:
 - One (1) individual representing the Superintendent of Schools
 - One (1) representative from the Office of Treasury Management
 - One (1) representative from the Office of School Facilities
 - One (1) representative from the Office of School Operations
 - One (1) representative from the Department of Energy Management
 - One (1) representative from the Office of Economic Opportunity
 - One (1) representative from the Facilities Operations, Maintenance
 - One (1) community representative appointed by Superintendent of Schools
 - One (1) alternate (optional)
- (e) Representatives from the Office of Management and Compliance Audits and Office of Inspector General shall be invited to serve as resources during the interviews.

F. COMMISSION OF ESCO FIRM(S) - PART 1

1. A Negotiating Team consisting of the following representatives will be identified for each solicitation (two members constitute a quorum):

- A/E Selection (as the A/E Contract Negotiator)
- Designee(s) from the Office of School Facilities (preferably one or more of the Selection Committee appointees)

A representative of the Office of Management and Compliance Audits shall be invited to observe (non-voting), and to act as a resource to the negotiation process.

- 2. Negotiations for PART 1 shall include the GEPC Agreement (the master agreement), ESCo Special Conditions (SC)-1 (Procedures Manual), other related information deemed appropriate and assignment of potential schools.
- 3. **Once an agreement is reached** for PART 1, A/E Selection will submit a commission recommendation to the Board outlining the GEPC master agreement services and project assignment(s). If the commission is approved by the Board, A/E Selection will process the formal GEPC Agreement for execution. ESCo shall commence the IGEA process upon Board commission. The top-ranked firm may be assigned the representative school as the first GEPC Amendment. The Board is under no obligation to assign a minimum number of facilities or minimum dollar value to any one ESCo.
- 4. Prior to commencing services under the GEPC, the ESCo shall obtain and maintain without interruption, for the term

of the GEPC, the insurance/bonding set forth in the RFQ legal advertisement.

G. COMPLETION OF IGEA AND NEGOTIATION OF AMENDMENTS TO GEPC - PART 2

1. The proposer shall conduct a walk-through of the assigned M-DCPS facility(ies) for the purpose of completing an IGEA consistent with the terms of the GEPC Agreement and ESCO SC-1.
2. Following completion and submission by the proposer of the IGEA for the assigned M-DCPS facility, A/E Selection will facilitate technical reviews to evaluate the IGEA. Once final ECMs are determined, the Negotiation Team will negotiate the proposed ECMs, proposed guaranteed energy cost savings, construction cost, maintenance and M&V cost and project schedule.
3. Each assigned school facility will be a separate GEPC Amendment (PART 2) for Board approval. Each such GEPC Amendment shall include the final approved IGEA and negotiated costs and schedule for the applicable M-DCPS facility.
4. The Board is under no obligation to approve ECMs recommended in any IGEA. Should the Board not approve an IGEA, a GEPC Amendment will not be processed, and the ESCo will be notified in writing that the assignment is terminated. Any and all costs associated with the preparation and submittal of IGEA(s) are solely the responsibility of the ESCo. At the option of the Board, replacement (or additional) school(s) may be assigned under the GEPC to any of the commissioned ESCos for development of IGEA(s).
5. GEPC Amendment (PART 2): Once an agreement is reached on an individual school project, A/E Selection will submit a recommendation to the Board outlining key negotiating points such as GEPC services, IGEAs, design, scope of Work for construction of agreed upon ECMs, maintenance and M&V for up to 12 years and the lump sum amount for the Work (which may include breakdowns). The negotiations may also include any required support services fees, project schedule, payment schedule, and whether the prime firm is a Small/Micro Business Enterprise (SMBE), Minority/Women Business Enterprise (M/WBE), and/or Veteran Business Enterprise (VBE) and a list of SMBE, M/WBE and/or VBE sub-consultants including any required mandatory goals.
6. The Architectural/Engineering design process shall commence upon Board approval of the GEPC Amendment and all Work shall be in accordance with the GEPC Agreement, ESCO SC-1, State Requirements for Educational Facilities (SREF), the Florida Building Code (FBC), National Fire Protection Association, Florida Fire Prevention Code (life safety), barrier-free design guidelines, Florida Statutes, District Standards, District Policies and the M-DCPS General Conditions of the Contract for Construction (modified for GEPC projects).
7. The Board may assign a Managing Engineer (ME) to oversee and monitor the GEPC project and will direct the ESCo on behalf of the Board and report directly to the M-DCPS Project Manager (PM). The ESCo shall cooperate with the ME and the PM during the full term of the agreement.

SECTION II

SCOPE OF SERVICES

M-DCPS facilities will be assigned to one or more commissioned ESCos, at the discretion of the Board. The Board does not guarantee any minimum number of projects or any specific dollar value.

A. TYPES OF PROJECTS:

M-DCPS' GEPC Program's investment goal is to capitalize on energy conservation opportunities at existing facilities through guaranteed cost savings to be realized through the reduction in the cost or energy consumption, operation and maintenance savings, reductions in net operating costs and identified capital savings. The total energy cost savings associated with the proposed ECMs must be greater than the total annual payments associated with the IGEA, design, construction, maintenance and Measurement & Verification (M&V) for up to twelve (12) years of the proposed ECMs.

The type of projects may include, but are not limited to, modification of existing equipment and systems, training of Operations & Maintenance (O&M) personnel in preventative maintenance of on-site electrical/mechanical equipment, lighting system, building envelope, domestic water, and other energy equipment, including initiatives which would reduce energy consumption and must comply with FS [489.145](#) and [1013.23](#), as follows:

DEFINITIONS:

1. "Energy, water, and wastewater efficiency and conservation measure (ECM)" means a training program incidental to the contract, facility alteration, or equipment purchase to be used in a building retrofit, addition, or renovation or in new construction which reduces energy or water consumption, wastewater production, or energy-related operating costs and includes, but is not limited to:

(a) Installing or modifying any of the following:

- i. Insulation of the facility structure and systems within the facility.
- ii. Window and door systems that reduce energy consumption or operating costs, such as storm windows and doors, caulking or weather-stripping, multi-glazed windows and doors, heat-absorbing or heat-reflective glazed and coated window and door systems, additional glazing, and reductions in glass area.
- iii. Automatic energy control systems.
- iv. Energy recovery systems.
- v. Cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a facility or complex of facilities.
- vi. Renewable energy systems.
- vii. Devices that reduce water consumption or sewer charges.
- viii. Energy storage systems, such as fuel cells and thermal storage.
- ix. Energy-generating technologies.
- x. Automated, electronic, or remotely controlled technologies, systems, or measures that reduce utility or operating costs.
- xi. Software-based systems that reduce facility management or other facility operating costs.
- xii. Energy information and control systems that monitor consumption, redirect systems to optimal energy sources, and manage energy-using equipment.

(b) Installing, replacing, or modifying any of the following:

- i. Heating, ventilating, or air-conditioning systems.
- ii. Lighting fixtures.

- (c) Implementing a program to reduce energy costs through rate adjustments, load shifting to reduce peak demand, demand response programs, changes to more favorable rate schedules, or auditing utility billing and metering.
 - (d) An improvement that reduces solid waste and associated removal costs.
 - (e) Meter replacement, installation, or modification; installation of an automated meter reading system; or other construction, modification, installation, or remodeling of water, electric, gas, fuel, communication, or other supplied utility system.
 - (f) Any other energy conservation measure that reduces British thermal units (Btu), kilowatts (kW), or kilowatt hours (kWh); that reduces fuel or water consumption in the building or waste water production; or that reduces operating costs or provides long-term cost reductions.
 - (g) Any other repair, replacement, or upgrade of existing equipment that produces measurable savings, or any other construction, modification, installation, or remodeling that is approved by the Board.
 - (h) Any other measure not otherwise defined herein which is designed to reduce utility consumption, reduce wastewater costs, enhance revenue, avoid capital costs, or achieve similar efficiency gains at an agency or other governmental unit.
2. “Energy, water, or wastewater cost savings” means a measured reduction in the cost of fuel, energy or water consumption, or wastewater production; stipulated operation and maintenance savings; improvements in supplied utility systems, including, without limitation, revenue enhancements or reduction in net operating costs resulting from increased meter accuracy or performance; and identified capital savings, created from the implementation of one or more energy, water, or wastewater efficiency or conservation measures when compared with an established baseline for the previous cost of fuel, energy or water consumption, wastewater production, stipulated operation and maintenance, meter accuracy or performance, and identified capital costs.
3. “Guaranteed Energy Performance Contract (GEPC)” means a contract for the evaluation, recommendation, and implementation of energy, water, or wastewater efficiency or conservation measures, which, at a minimum, shall include:
- (a) The analysis, design and installation of equipment to implement one or more of such measures and, operation and maintenance of such measures.
 - (b) M&V plan to monitor cost savings.
 - (c) The amount of any actual annual savings that meet or exceed total annual contract payments made by the Board for the contract and may include allowable cost avoidance if determined appropriate by the Board.
4. “Energy Service Company (ESCO)” means a person or business that is licensed under Chapter [471](#), [481](#) or [489](#), Florida Statute, which is experienced in the analysis, design, implementation, and/or installation of energy, water, and wastewater efficiency and conservation measures through energy performance contracts.
5. “Investment Grade Energy Audit (IGEA)” means a detailed energy, water, and wastewater audit, along with an accompanying analysis of proposed energy, water, and wastewater conservation measures, and their costs, savings, and benefits prior to entry into an energy savings contract.

It is M-DCPS' intent to negotiate a lump sum amount for GEPC project at each assigned facility under a Board-approved Amendment to the GEPC Agreement. Payments will be in accordance with the payment schedule set forth in the GEPC Agreement. Implemented ECMs shall result in guaranteed energy cost savings with the ESCo's payments indexed to actual measured reductions in energy consumption and associated costs. Payments will not begin until each completed ECM project by the ESCo has been accepted by M-DCPS and is generating energy cost savings. Payment for GEPC services is contingent upon annual appropriations by the Board. The energy costs savings as a result of the ECM projects implemented by the ESCo must be sufficient to cover all costs under the GEPC.

B. SUMMARY OF ESCO SCOPE OF SERVICES:

1. In accordance with the GEPC Agreement and the ESCO SC-1, the ESCo's general scope of services required include, but are not limited to, the following:
 - (a) Detailed contractual IGEA of assigned facility (this includes the type of ECM projects listed above in Section II.A.);
 - (b) Architectural/Engineering design;
 - (c) Construction of agreed upon, cost-effective, ECMs; and
 - (d) Maintenance and M&V (for up to 12 years).
2. The ESCo team must consist of the following disciplines, as a minimum, either in-house or as a prime with sub-consultants:
 - (a) Architecture
 - (b) Mechanical Engineering
 - (c) Electrical Engineering
 - (d) Structural Engineering
 - (e) Civil Engineering
 - (f) Construction (M-DCPS Pre-Qualified Contractor)

The ESCo and its team members must be licensed to practice their respective professional disciplines as required by Florida Statutes. A joint venture must be duly licensed as a separate entity as required by Florida Statutes.

3. Each ESCo may be assigned various M-DCPS facilities. Based on each GEPC overall performance, further work may be authorized to one or more ESCo in the future. ESCo will be evaluated periodically by M-DCPS staff during their term under the GEPC.
4. M-DCPS plans to capitalize on available ECM opportunities at its facilities using a guaranteed energy performance approach through GEPC. It is M-DCPS' intent to negotiate a lump sum amount for each project, in accordance with the payment schedule to be agreed upon and set forth in the GEPC Agreement.
5. Implemented ECMs shall result in guaranteed energy cost savings with the ESCo's payments indexed to actual measured reductions in energy consumption and associated costs. Payments will not begin until each completed ECM project by the ESCo has been accepted by M-DCPS and is generating energy cost savings. Payment for GEPC services is contingent upon annual appropriations by the Board. The energy costs savings as a result of the ECM projects implemented by the ESCo must be sufficient to cover all costs under the GEPC; this includes ECM design and project management.

SECTION III

INSTRUCTIONS TO PROPOSERS

- A.** RFQ Responses must comply with the number of copies and format requirements stated in the legal advertisement. RFQ Responses must be submitted on or before the deadline (as, stipulated in the legal advertisement). RFQ Responses received after the scheduled receipt time shall not be considered. All costs associated with the preparation, and submittal, of responses to the RFQ are solely the responsibility of the proposer.
- B.** Proposals shall be signed by a duly authorized officer of the proposing ESCo entity.
- C.** Proposers must be authorized to do business in the State of Florida and must possess all required registrations, certifications, authorizations and licenses in accordance with all applicable Florida statutes, ordinances, regulations, and/or Board policies. A joint venture, including a joint venture composed of qualified business organizations, is itself a separate and distinct organization that must be qualified in accordance with Board policies and FS Section [489.119\(2\)\(c\)](#).
- D.** Proposers must have been in business for a period of no less than five (5) years. In the event of a joint venture or a newly formed company, at least one of the principals must have been in business for a period of no less than five years. A “principal” of a firm shall be defined as the sole proprietor in the case of a sole proprietorship, all partners in the case of a partnership or joint venture, all shareholders in the case of a corporation, or all members in the case of a limited liability company.
- E.** Proposers responding to the RFQ must be available in person for presentation to a Selection Committee (at the place and time designated by M-DCPS). M-DCPS reserves the right to conduct discussions in lieu of oral interviews when it is deemed to be in the best interest of the Board.
- F.** The contents of the RFQ Response (also referred to as the proposal) submitted by the successful ESCo(s) may become part of the contractual obligations.
- G.** Proposers must respond to each item noted in Sections I-III of these Selection Procedures and must identify responses with the same paragraph notation as stipulated in these Selection Procedures. Section IV, RFQ Response Requirements, outlines all submittal requirements and the order they must follow. Proposals that fail to respond to any of the requirements set forth in these Selection Procedures will **not** be considered.
- H.** Proposals must be typed or printed in English. No changes or corrections will be allowed after the RFQ Response deadline.
- I.** M-DCPS reserves the right to reject any or all proposals, to waive technicalities or to accept the proposal that, in its sole judgment, is deemed to be the most highly qualified to perform the required services.
- J.** M-DCPS reserves the right to request clarification of information submitted and to request additional information of any proposer.
- K.** Successful firms must submit an active M-DCPS Contractor Pre-Qualification Certificate with the RFQ response, with a minimum single dollar value and aggregate dollar value as required in the legal advertisement in order to be eligible to participate in the RFQ. Contact the Office of Contractor Pre-Qualification, at (305) 995-1307 or online at <http://prequalification.dadeschools.net>, for information regarding Contractors’ Pre-Qualification procedures.

L. Commercial Nondiscrimination Program:

1. It is the policy of the Board to promote full and equal business opportunities for all persons doing business with M-DCPS by increasing the design and construction services from small businesses within the area of Miami-Dade County.
2. Discrimination against businesses based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preferences, pregnancy, and any other legally prohibited basis, is strictly prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preferences, pregnancy, and any other legally prohibited basis, in connection with the award and/or performance of contracts or modification of a contract between a contractor and the Board which contract is paid for, in whole or in part, with monetary appropriations by the Board.
3. The objective of the Commercial Nondiscrimination Program is to promote and encourage full and open competition in M-DCPS procurement and purchasing; encourage all M-DCPS personnel involved with procurement and contracting activities to maintain good faith efforts and appropriate purchasing procedures; to protect the Board from becoming a passive participant in any unlawful discrimination; and to otherwise spur economic development in the public and private sectors of the local economy.
4. **Small and Micro Business Enterprise (SMBE) Participation:**

It is the policy of the Board that SMBEs have the maximum practical opportunity to participate in the contracting opportunities provided by M-DCPS. In keeping with this policy, each proposer is required to state whether it will utilize eligible SMBEs for assistance to perform work on the project(s) being advertised. This information must include the SMBE's and its staff's experience in providing this type of service. For firms not yet certified by M-DCPS, an SMBE application may be submitted directly to the Office of Economic Opportunity. Applications can be downloaded from the M-DCPS website at <http://oeo.dadeschools.net>. To be considered as an eligible SMBE, a proposer must have a current M-DCPS SMBE certificate at the time of the RFQ Response submittal due date.
5. Each firm will be required to state its SMBE and M/WBE utilization. All SMBE and M/WBE firms must be certified by the Office of Economic Opportunity prior to the RFQ Response submittal deadline.
6. Once the GEPC Amendments are commissioned by the Board, a monthly report documenting efforts undertaken by the ESCo regarding SMBE and M/WBE participation will be required during the GEPC project(s) and must be submitted to the Office of Equal Opportunity. The report shall include the name of firms, contact persons, and expenditures paid to date.

M. Public Entity Crimes - FS Section [287.133](#):

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

- N.** Pursuant to Board Policy [6320.04](#), Contractor Discipline, suspended, revoked or debarred contractors are excluded from conducting business with the Board as agents, representatives, partners and associates of other contractors, subcontractors or individual sureties.
- O.** Cone of Silence - Pursuant to Board Policy [6325](#), a cone of silence is enacted for all RFQs beginning with issuance of the legal advertisement and ending when the Superintendent of Schools submits a written recommendation to the Board. Any violation of the cone of silence may be punishable as provided for under the referenced Board policy, in addition to any other penalty provided by law.
- P.** Conflict of Interest – Pursuant to Board Policy [6460](#) and applicable provisions of the Florida Statutes, all proposers must disclose in their proposal the name of any officer, director or agent who is an employee of M-DCPS. Further, all proposers must disclose the name of any M-DCPS employee who owns, directly or indirectly, any interest in, or is in any way employed by, the proposer's firm or any of its branches or affiliates.
- Q.** Lobbying – Pursuant to Board Policy [8150](#), lobbyists, shall be applicable to this solicitation and all applicants and lobbyists shall strictly conform to, and be governed by, the requirements set forth therein.
- R.** Successful applicant(s) shall fully comply with FS Section [1012.465](#) (pursuant to the Jessica Lunsford Act) and FS Sections [1012.32](#), [1012.467](#) and [1012.468](#), and Board Policy [4121.01](#), all as amended from time to time and all related Board Policies and procedures as applicable.”
- S.** Failure to file a protest within the time prescribed in FS Section [120.57\(3\)](#), shall constitute a waiver of proceedings.
- T.** School Board policies can be viewed and downloaded from the M-DCPS website at <http://www.neola.com/miamidade-fl/>.
- U.** Failure to comply with any requirements set forth in the RFQ will disqualify proposals from consideration.
- V.** Proposers recognize and agree that M-DCPS will not be held responsible or liable for any losses the proposer may suffer from the disclosure of response information to third parties.
- W.** Questions:
1. Any questions must be in written form. Written questions and correspondence must be submitted to the A/E Selection Analyst listed in the Legal Advertisement and a copy must be filed with:

The Clerk of the School Board
1450 NE Second Avenue, Room 311
Miami, Florida 33132
E-mail address: CeliaRubio@dadeschools.net
 2. The Department of A/E Selection & Negotiations are the only authorized source of information and/or interpretations with regard to the RFQ and the selection process.

SECTION IV

RFQ RESPONSE REQUIREMENTS

Proposers are required to submit proposal packages in response to this RFQ using the format identified in this Section IV. RFQ Responses submitted in any other format or with any other forms will **not** be considered. Refer to Section V for the Criteria for Scoring/Evaluation.

Written RFQ Responses shall be typed in English, prepared, tabbed, and submitted in a three-ring binder (refer to legal advertisement for number of hard copies and electronic versions) in the following order:

TAB A. Letter of Interest (LOI) - Only one RFQ Response will be accepted per proposer, either as a single prime firm or as a part of a joint venture. The LOI shall be brief and include, as a minimum, the following:

- The location and telephone number of the office from which the services will be conducted, coordinated and generated and contact name and e-mail address;
- Commitment to comply with all Board Policies, including, but not limited to, Board Policies [6320.02](#), [6320.05](#), [6320.06](#), [6325](#), [6465](#) and [8150](#);
- Statement attesting that the information provided in the RFQ Response is complete, current and factual; and
- Signature of the principal/officer of the prime proposer (ESCo firm) properly notarized in accordance with Florida Statutes.

TAB B. Proposer's Profile - Describe the type of business structure, total number of years in business, total staff, and percentage of business dedicated to energy performance contracting services. Provide an organizational chart. This chart shall clearly show proposed staff for the required services (*i.e.*, name, position, responsibilities) and any consultants (*i.e.*, firm name, proposed staff, position, responsibilities). Describe the complete range of ECM initiatives being offered by your firm as ESCo. Indicate the services you provide directly. For subcontracted work, indicate the name of the proposed sub-consultants, sub-contractors, including their respective pertinent qualifications and examples of applicable energy performance contract experience. The ESCo team must consist all disciplines, as a minimum, listed in Section II.B.2 of these Selection Procedures, either in-house or as a prime with sub-consultants.

TAB C. Related Experience and References:

1. **Related Experience** - At a minimum, the ESCo's qualifications and experience shall include documented experience with primary ESCo responsibility for at least two (2) institutional or commercial projects totaling at least 100,000 gross square feet. This experience must include at least five (5) years of documented experience with projects implementing guaranteed energy performance contracting concepts. Proposers shall submit up to five comparable projects, completed within the last five years, which best illustrate experience in each of the following categories:

- Category 3A Florida Public Educational Systems
- Category 3B Other Governmental Agencies

Projects listed may not be considered for more than one category (refer to Section V.A.3.a&b). List representative projects that best illustrate the proposer's ability to perform the required services under the RFQ. Submit separate "Related Experience Form" (FM-7730) for each project and category (use **Exhibit "C"**).

2. **References** - Scoring of this factor will be based on the information submitted by each proposer under Factors 3A and 3B. Proposers are required to submit a "Project Reference Form" (FM-7516) (refer to **Exhibit "G"**) for

each project. Refer to Section V.A.9 for general instructions.

TAB D. Capabilities - Professional/Technical Staff and Team:

The prime proposer in the ESCOs business structure must be licensed pursuant to FS Chapter [471](#), [481](#) and/or [489](#). Such prime proposer must be experienced in the analysis, design, implementation, installation and maintenance of energy conservation measures through the implementation of energy performance-based contracts.

1. ESCo Professional/Technical Staff:

The ESCo shall identify a qualified professional that will represent the ESCo on M-DCPS projects. The professional who serves in a lead role in ECM projects must have at least three (3) years of experience as an ESCo provider in a lead role. This professional should have experience with institutions such as schools and/or universities and reside within the tri-county area. Other technical training, past ESCo expertise, commissioning and field experience may be considered.

Personnel performing fieldwork in GEPC projects for HVAC, HVAC control systems, energy management systems, electrical systems, plumbing, or other building systems should have industry-accepted trade licensing or certification in their respective fields.

The ESCo firm shall submit up to four (4) professional/technical office and up to four (4) field staff members, listing their overall experience (including their specific experience with the type of advertised services) and level of education/licenses. Proposers are required to submit a "Proposed Staff" form for each staff member (use **Exhibit "D"**). Clerical support personnel, part-time employees and sub-consultants shall not be included.

2. ESCo Architect/Engineer (A/E) Team:

The ESCo's A/E shall submit General Services Administration (GSA) Standard Form (SF) 330 (PART I) and a separate PART II for each required discipline that will be part of the team proposed for this specific contract. If a firm has branch offices, submit a separate PART II for each branch office that will have a key role on the team. **NOTE: The Board-Modified GSA SF330 fillable form extracted from these Selection Procedures. Board Modified GSA SF330 will be the only accepted format for the RFQ Response (use Exhibit "H").**

Submit a fully executed Board-Modified GSA SF330 for the proposed architect-engineer team members as follows:

- (a) PART I - Sections "A" through "I" are self-explanatory. Note, however, the following:
 - (i) Board-Modified Section "F" does not apply to the RFQ.
 - (ii) Complete Standard Section "F" as follows:
 - (A) Submit no more than ten (10) example projects that best illustrate the proposed team's qualifications for performing the services requested in the RFQ.
 - (B) Enter the project's construction substantial completion date (month and year) in Block 22.
 - (C) Submit only completed projects that are similar in size, scope and complexity (use Block 24 "Brief description of Project and relevance to this contract" for scope details, size, construction costs and pictures).
 - (iii) With respect to Section "I", the authorized representative signing Part I must be a principal of the firm that is also a registered architect or engineer (i.e., the qualifier).
- (b) PART II - Blocks 1 through 12 are to be completed in accordance with the following:
 - (i) Submit one PART II for each of the following disciplines which are to be part of the proposed team for the RFQ (including "in-house" disciplines):
 - Architecture
 - Mechanical Engineering
 - Electrical Engineering

- Structural Engineering
 - Civil Engineering
- (ii) List the RFQ number and discipline in Block 1.
- (ii) With respect to Block 12, the authorized representative signing on behalf of the ESCo must be a principal of the firm that is also a registered architect or engineer (i.e., the qualifier).
- (iii) If a firm has branch offices, submit a separate PART II for each branch office that will have a key role on the team.

TAB E. Equal Employment Opportunity SMBE and M/WBE Participation – Submit a description of the proposer's equal employment opportunity policy, provide a detailed breakdown of its workforce and indicate whether the proposer intends to utilize SMBEs and M/WBEs for the contract. Refer to Section III.L for additional information. Include the following forms and documents related to the required services:

- "Company Summary Form" (FM-7416) for the prime firm (use **Exhibit "E"**)
- SMBE - List of Sub-consultants" form (FM-7733) (use **Exhibit "F"**)
- M-DCPS SMBE and M/WBE Certificates (for prime and each sub-consultant)
- A memorandum of understanding (MOU) on the prime proposer's letterhead for each sub-consultant. Each MOU must be signed by a principal of the prime proposer and each sub-consultant and the signatures must be properly notarized in accordance with Florida Statute, Chapter [117](#). The MOU must include, without limitation:
 - the sub-consultant's name, role(s) and responsibilities
 - SMBE percentage of participation

TAB F. Insurance and Bond Requirements – Proposers must submit proof of current insurance coverages from insurance company to cover all indemnification/insurance and bond requirements (refer to the legal advertisement for minimum dollar limits and maximum deductible amounts), as follows:

1. **Contractor's M-DCPS Pre-qualification Certificate**
2. Insurance:
 - (a) Professional Liability Insurance
 - (b) Workers' Compensation/Employers Liability Insurance (as required by Florida Statutes)
 - (c) General Liability Insurance
 - (d) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the operations of the firm
 - (e) Contractor's Pollution Liability Insurance, if required
3. Performance, Payment and Guarantee Bonds:

Submit evidence of ability to comply with bonding requirements prior to the GEPC Amendment in compliance with Florida Statutes, Section [255.05](#). Clearly state present and future bonding capacity available for the proposed project(s) and services by including:

 - (a) The full name of the Bond Surety Company
 - (b) The State in which the Bond Surety Company is chartered
 - (c) The home office address of the Bond Company (city and state)
 - (d) Other Bond capabilities

TAB G. Florida State Licenses, Registrations and Certificates - Proposer shall include copies of the following valid licenses, registrations and certificates, as applicable:

1. ESCo (prime proposer):
 - (a) Certificate of Authorization to do Business issued by the Florida Department of State.
 - (b) Include registration of joint venture entities, if applicable.
 - (c) Professional licenses for the prime proposer, including its qualifier.
 - (d) Local Business Affidavit of Eligibility (FM-7138) (use **Exhibit "I"**), if applicable.
 - (e) Local Business Tax Receipt for the ESCo's office that will provide the proposed services.
 - (f) Individual LEED accreditation (or nationally recognized equivalent), if applicable.

2. Architect & Engineers:
 - (a) Certificate of Good Standing or Authorization to do Business issued by the Florida Department of State.
 - (b) Professional licenses for the sub-consultant, including its qualifier.
 - (c) Individual LEED accreditation (or nationally recognized equivalent), if applicable.

3. Contractor:
 - (a) Construction licenses, including qualifier.
 - (b) M-DCPS Contractor pre-qualification certificate.
 - (c) Individual LEED accreditation (or nationally recognized equivalent), if applicable.

TAB H. Joint Venture Agreement - Joint venture proposers shall provide a fully executed joint venture agreement (submit American Institute of Architect's AIA Document C801 or similar). Otherwise, if not applicable, then provide a sheet indicating "Not Applicable".

TAB I. Litigation and Material Disputes - The proposer must have an acceptable history of working proactively to avoid litigation with project owners in providing the advertised services. Submit a detailed list of any litigation (include court and location), and material disputes, contract defaults and liens that the proposer or its principals have been involved with in the last ten (10) years.

TAB J. Sample Project Investment Grade Energy Audit - Submit a final/approved calibrated IGEA (including all project data) for one of the projects listed under "Related Experience" category 3A or 3B that illustrates the proposer's expertise with comparable projects with specific performance objectives. Provide detailed information regarding the actual cost savings achieved compared to the guaranteed projections, including any baseline adjustments, the cause of such adjustments and resolution (refer to **Exhibit "J"** for IGEA Requirements).

TAB K. Agreement to Proceed - Submit executed Agreement to Proceed (ATP) (**use Exhibit "K"**).

TAB L. Other - Submit other pertinent data deemed relevant to the evaluation of the proposer's qualifications or as may be required in the legal advertisement/RFQ. The proposer may also submit additional information or other measures that may include initiatives aimed at environmental (green) improvements (whether or not it reduces energy consumption) and/or programs that may promote technological and scientific education, as well as awareness on reduction of energy consumption.

The establishment, application and interpretation of the above criteria shall be solely within the discretion of M-DCPS. M-DCPS reserves the right to reject any and all RFQ responses. Failure to provide any requested information will result in disqualification of the proposer's RFQ response.

SECTION V

CRITERIA FOR SCORING/EVALUATION (FORM-1 AND FORM-2)

Each proposer will be evaluated on the factors listed below. The actual score will be based on the data submitted by the proposer, as well as a review of any additional information provided by the proposer and/or otherwise obtained by M-DCPS. Factors are specific, and the score will be based solely on the data evaluated by M-DCPS. In the event of a joint venture, the initial screening scores will be prorated for the joint venture parties based on the percentage participation of each party.

A. QUALIFICATIONS FORM 1 - INITIAL SCREENING (MAX. 161 POINTS):

Using the proposer's response to the RFQ, M-DCPS staff will review and score their qualifications according to the criteria listed below. Scores for each proposer will be based on a comparison with all other proposers.

1. LOCATION OF EXISTING OFFICE (MAX. 5 POINTS)

The location of the proposer's main office or nearest established, fully staffed branch office in which all work will be performed will be scored. Branch office must be in operation for at least two years of continuous full operation immediately preceding the RFQ response due date.

Miami-Dade	(5) points
Broward, Palm Beach or Monroe Counties	(3) points
State of Florida (other than local counties)	(1) point

2. YEARS ESTABLISHED (MAX. 5 POINTS)

One point for each year the principal with the greatest amount of experience has been established, as a principal, with the current firm, or other related firms, performing similar work (Rating maximum five (5) points x multiplier of 1).

3. GEPC EXPERIENCE (MAX. 50 POINTS)

Projects submitted under Section IV, Tab C, will be evaluated based on the number of relevant projects as a comparison among all the proposers' RFQ responses. This will result in a maximum numerical score for each of the categories listed below:

(a) EXPERIENCE WITH FLORIDA PUBLIC SCHOOL SYSTEMS K-20 (Max. 30 points)

Using the "Related Experience Form", FM-7730 (**Exhibit "C"**), submit no more than five (5) projects completed within the past fifteen (15) years for which your firm provided energy performance services.

- Category 3A - Florida Public Educational Systems (Rating maximum five (5) points, 1 point/project x multiplier of 6)

(b) OTHER RELATED PROJECT EXPERIENCE (Max. 20 points)

Using the "Related Experience Form", FM-7730 (**Exhibit "C"**), submit no more than five (5) projects completed within the past fifteen (15) years for which your firm provided energy performance services (i.e. other than projects listed under 3A above).

- Category 3B - Other Governmental Agencies (Rating maximum five (5) points, 1 point/project x multiplier of 4)

4. **CAPABILITIES (MAX. 20 POINTS)**

This component describes the general and specific project related capabilities of the proposer’s in-house staff and should demonstrate the depth of the proposer’s organization. Include management and technical staff (key employees to be assigned to the contract). The proposer should emphasize the depth of its employees’ experience with public educational projects. Do not include clerical support personnel, part-time employees as part of the proposer’s technical office staff. Proposers are to submit a fully executed “Proposed Staff Form”, FM-7729 (**Exhibit “D”**) for each staff member submitted.

STAFFING:

Proposed staff (and/or sub-consultants) submitted under Section IV, Tab D, will be evaluated based on the qualifications, as follows:

- (a) **Registered Professionals (Max. 15 Points):** One (1) point, up to a maximum of five (5) points for each qualified Florida licensed Architect, Professional Engineer, and licensed contractor (M-DCPS prequalified in accordance with requirements listed in the legal advertisement), rating maximum five (5) points x multiplier of 3).
- (b) **Technical Personnel (Max. 5 Points):** One (1) point for each technical personnel certified, rating maximum of five (5) points x multiplier of 1).
 - Certified Energy Manager (C.E.M.)
 - Certified M&V Professional (C.M.V.P.)
 - Commissioning Agent (CxA)
 - Technician (with minimum 3 years of energy related experience)

5. **M-DCPS M/WBE CERTIFICATE (PRIME) (MAX. 5 POINTS)**

Scoring of this factor will be based on one of the M-DCPS M/WBE certification categories listed below. The M-DCPS M/WBE Certificate must be submitted with the RFQ Response in order to qualify for points. If the proposer is a joint venture, a copy of the fully executed joint venture agreement must be submitted with the RFQ Response.

Five (5) points will be assigned to a proposer (prime firm) which is a current M-DCPS certified M/WBE (51% owned, operated and controlled by an M/WBE) firm. In the case of a joint venture, one (1) point will be assigned for each 10% of the joint venture interest as an M/WBE.

M/WBE CATEGORIES:
African-American (AA)
Asian-American (AS)
Native-American (NA)
Non-Minority Women (W)
Veteran Business Enterprise (VBE)

6. **SUB-CONSULTANT TEAM DIVERSITY (MAX. 26 POINTS)**

Scoring of this factor will be based on one of the M-DCPS M/WBE certification categories listed above, in Paragraph 5, for up to five (5) sub-consultants. Proposers are to submit a fully executed “List of Sub-Consultants Form”, FM-7733 (**Exhibit “F”**) with the RFQ Response (also refer to factor 8). The M-DCPS M/WBE Certificate must be submitted with the RFQ Response in order to qualify for points. Scoring of this factor will be based on the Proposer’s team diversity. (Rating maximum thirteen (13) points x multiplier of 2).

Rating will be as follows:

RATING:	
Sub-consultants in 1 category	= 3 points
Sub-consultants in 2 categories	= 10 points
Sub-consultants in 3 categories	= 11 points
Sub-consultants in 4 categories	= 12 points
Sub-consultants in 5 categories	= 13 points

7. M-DCPS SMBE CERTIFICATE (PRIME) (MAX. 5 POINTS)

Scoring of this Factor will be based solely on M-DCPS SMBE Certification (which must be obtained prior to the RFQ Response due date in order to qualify for points). If the proposer is a joint venture, a copy of the fully executed joint venture agreement must be submitted with the RFQ Response.

Five (5) points will be assigned to a proposer (prime firm) which is a current M-DCPS certified SMBE (51% owned, operated and controlled by an SMBE firm). In the case of a joint venture, one (1) point will be assigned for each 10% of the joint venture interest as an SMBE.

8. M-DCPS SMBE SUB-CONSULTANTS (MAX. 5 POINTS)

Proposer's (prime firm) team consists of sub-consultants which are M-DCPS certified SMBE. Proposers are to submit a fully executed "List of Sub-Consultants Form", FM-7733 (**Exhibit "F"**) with the RFQ Response. One (1) point will be considered for each M-DCPS certified SMBE sub-consultant (Rating maximum of 5 points x multiplier of 1).

9. REFERENCES (MAX. 40 POINTS)

Scoring of this factor will be based on the information submitted by each proposer under Factors 3A and 3B. Proposers are required to submit a "Project Reference Form", FM-7516 (refer to **Exhibit "G"**) for each project (follow procedures under Section VI.B and submit under Tab C). Submit up to ten (10) references from projects listed under "Related Experience" category 3A and 3B. A/E Selection will e-mail all submitted Project Reference Forms to each contact provided in the RFQ Response and all references received will be averaged to score this factor. In the absence of a timely reference response (5 business days) the rating for that reference will be 0. A minimum of six (6) references will be averaged for 3A and 3B:

Good Evaluation	=	10 points / project
Fair Evaluation	=	0 points / project
Poor Evaluation	=	-10 points / project

B. SHORT LIST

Upon conclusion of the Initial Screening, the combined score for Section V.A. will determine the firm(s) final Form 1 score and each firm will be notified. The top ranked firm(s) will be short-listed. The short-listed firms will be required to take part in a walk-through of, and submit an IGEA on, a representative school prior to making their presentation to the Selection Committee.

M-DCPS will have the ATPs (use **Exhibit "K"**) executed and distributed to the short-listed firms, either at the time of, or shortly after, the short list notification, and prior to the scheduled walk-through(s).

C. TECHNICAL EVALUATION - IGEA OF M-DCPS REPRESENTATIVE SCHOOL - (MAX. 150 Points)

The IGEA (of the M-DCPS representative school) shall comply with the format and requirements set forth in **Exhibit "J"**. Upon submittal of the IGEA from each of the short-listed firms, the M-DCPS Technical Review Team will rate the IGEA based on the factors below. **Exhibit "L"** will be used by the Technical Review Team to rate each factor and the score will be used on Form 2, Factor 1.

1. ECM Quantity and Type (Maximum Score: 20 points)
2. ECM Quality and Relevance (Maximum Score: 20 points)
3. Technical Approach & Strategic Integration of Technologies (Maximum Score: 30 points)
4. Measurement & Verification (M&V) Program (Maximum Score: 30 points)
5. Commissioning Program (Maximum Score: 10 points)
6. Maintenance & Training Plan (Maximum Score: 10 points)
7. Financial Approach & Methodology (Maximum Score: 30 points)

D. SELECTION FORM 2 - FINAL EVALUATION (INTERVIEWS) - (MAX. 325 Points)

Upon conclusion of the Technical Review, each firm will be notified of the date and time of their interview by the Selection Committee. Only short-listed firms will be contacted for discussions and may be invited to make a presentation to the Selection Committee. The committee members will have the opportunity to ask questions and/or make comments after each presentation.

Short-listed firms are advised that any commitments/representations made during interview presentations or question & answer sessions are subject to incorporation into the agreement for services with the District and may be used in future evaluation of the selected firm's performance. Short-listed firms will be expected to address the following key points during their presentation (**Exhibit "B"**):

1. TECHNICAL REVIEW (MAX. 150 POINTS)

M-DCPS Technical Review Team will provide a rating for this factor.

2. KNOWLEDGE OF LOCAL CONDITIONS (MAX. 10 POINTS)

Firms should demonstrate their knowledge of the local design and/or construction industry, local subcontractors and suppliers, as an indication of their ability to deliver quality workmanship in an effective and timely manner. In addition, firms with previous M-DCPS experience should address their experience with those projects as an indication of their ability to deliver quality workmanship in an effective and timely manner. Firms without previous M-DCPS experience should address their experience with other projects as an indication of their ability to deliver quality workmanship in an effective and timely manner.

3. PROPOSED PROJECT STAFF AND FUNCTIONS (MAX. 20 POINTS)

Firms should identify the actual staff to be assigned to this project, describe their credentials, ability and experience, and identify the function of each within their organization and their proposed role on this project. The assigned staff should be in attendance during the firm's presentation to the Selection Committee.

Refer to items A and B (STAFFING) in Section V.A.4 under Initial Screening:

- (a) Prepare an organizational chart as it relates to the proposed project indicating key personnel and their relationship to this/these project(s). It should be understood that it is the intent of the Board to request that those individuals listed as the firm's project team in the RFQ response, actually execute the project. **Staff listed shall not be considered for more than one category.**
- (b) Develop a chart of staff members (design professionals, construction team, commissioning agent, etc.) to be assigned responsibilities for this project, their function, credentials, experience and specific capabilities.
- (c) If the firm is a joint venture or prime/subcontractor arrangement of two or more firms, indicate how the work is to be distributed among the parties.
- (d) Describe how the organizational structure will ensure, orderly communications, distribution of information,

- effective coordination of activities and accountability.
- (e) Describe how the organizational structure will ensure a proper and compliant design.

4. PROJECT UNDERSTANDING & REASONING (MAX. 30 POINTS)

- (a) Firms should demonstrate verbally and/or graphically their overall plan/approach and methodology to the proposed project.
- (b) Firms should demonstrate a clear understanding of occupied M-DCPS facilities, systems, code and regulations compliance, and educational process.
- (c) Firms should demonstrate an understanding of site deficiencies and proposed energy retrofit solutions based on sound reasoning.
- (d) Firms should demonstrate their creativity, and capability, for developing innovative solutions with proven case studies and results on similar projects.
- (e) Firms should demonstrate their ability to perform constructability analyses for the proposed project during the design phase. Describe at least one specific example of such an analysis.
- (f) Firms should demonstrate their ability to evaluate building systems, construction techniques, and materials to optimize available project resources. Describe scheduling techniques used to effectively manage and execute projects which were similar to the proposed project.

5. CONSTRUCTION (MAX. 15 POINTS)

- (a) Construction team's credentials (i.e. Licenses, certifications, education, etc.)
- (b) Capabilities of construction team, including safety, phasing/scheduling, estimating, etc.
- (c) Experience with, and approach to, working in occupied facilities, particularly public schools and administration buildings

6. COMMISSIONING (MAX. 10 POINTS)

- (a) Commissioning Agent's (CxA) credentials - Current certification(s) the firm holds and if appropriate for GEPC
- (b) CxA's experience with occupied public facilities, particularly schools and administration buildings
- (c) CxA's track record - Proven successful, past experience in commissioning ECMs

7. CLOSEOUT & WARRANTY PLANS (MAX. 10 POINTS)

- (a) Approach to closing-out GEPC projects and documentation
- (b) Warranty track record, response time and documentation

8. MAINTENANCE & REPAIR PROGRAM (MAX. 20 POINTS)

- (a) Describe the firm's Repair Program for all proposed ECMs, as part of the GEPC, during and after the payback period.
- (b) Describe the firm's Maintenance Program including start-up process for proposed equipment.

9. MEASUREMENT & VERIFICATION (M&V) PROGRAM (MAX. 20 POINTS)

Firms should demonstrate their M&V capabilities and reporting program.

10. WORKLOAD (RECENT, CURRENT AND PROJECTED PROJECTS) (MAX. 10 POINTS)

Firms should demonstrate their ability to provide the required services for the project(s). The Selection Committee will score this category with the objective of effecting an equitable distribution of Agreements among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm(s).

11. COMMITMENT TO TEAM DIVERSITY (MAX. 10 POINTS)

Firms should demonstrate their plan/approach to attaining participation of M-DCPS Certified SMBE and M/WBE firms on proposed project(s) based on their RFQ Response, interview presentation and the information listed on "Company Summary Form" (FM-7416) and "List of Sub-Consultants" (FM-7733).

12. SMBE & M/WBE BUSINESS UTILIZATION PLAN (MAX. 20 POINTS)

Office of Economic Opportunity (OEO) will provide a score for this factor.

The establishment, application and interpretation of the above criteria shall be solely within the discretion of M-DCPS. M-DCPS reserves the right to reject any and all RFQ submissions/responses. Failure to provide any requested information will result in disqualification of the candidate's GEPC.

E. CRITERIA FOR EVALUATION/RATING: FINAL EVALUATION FORM 2 (MAX. 325 PTS. TOTAL)

Each Selection Committee Member (evaluator) will evaluate each proposer firm on each factor (unless otherwise noted below). All factor ratings will be made on the basis of 1 - 10, as noted in the chart below. Each rating will be subject to the multiplier shown for each factor to determine the score for each factor on FORM 2.

OVERALL IMPACT or CRITERION STRENGTH	RATING	DESCRIPTOR
High	10	Exceptional
	9	Outstanding
	8	Excellent
Medium	7	Very Good
	6	Good
	5	Satisfactory
Low	4	Fair
	3	Marginal
	2	Poor
	1	Not acceptable

Rating will be determined independently by each Selection Committee Member based upon information provided by the firm in its RFQ Response, IGEA, discussion(s), and presentation/interview (if required by M-DCPS).

1. FACTORS 1 (Technical Review) and 12 (SMBE & M/WBE Business Utilization):

A/E Selection will provide a rating for Factor 1 (by Technical Review Team) and OEO will provide a rating for factor 12. These ratings are not subject to change by Selection Committee Members.

2. FACTOR 11 (Commitment to Team Diversity):

Rating shall be determined independently by each Selection Committee Member based on the following categories for team diversity:

- African-American
- Asian-American
- Native-American
- Non-Minority Women
- Veteran Business Enterprise

Staff will verify the calculations of each voting member of the Selection Committee, drop the high and the low scores for each proposing firm, total the scores, and divide by the number of remaining scores, thereby establishing the average score for each proposing firm, ranking the firms in descending order of final average scores.

SECTION VI

EXHIBITS - FORMS

General Instructions:

- A.** The most current M-DCPS “FM” forms are fillable forms and are available on-line at <http://facilities.dadeschools.net> (with the exception of the “Project Reference Form”, **FM-7516**, and **GSA SF 330**, see below). On the bottom left side of the Facilities web page:
- Click on “**Forms**”
 - Select “**Records & Forms**”
 - Click on “**Forms Search**”
 - In the box labeled “**Search By Form Number**” input the 4 digit “FM” form number
 - Save forms or fill in the forms online and then save (clear the form at the top right)
 - Submit forms with RFQ Response
- B.** Project Reference Form **FM-7516**
- Create a Community Portal account under <http://www.dadeschools.net/community.asp>. In order for the Project Reference Form to reflect the firm’s name correctly, when setting up a Community Portal Account, enter the FIRST PART OF THE FIRM’S NAME for “Your First Name” and the SECOND PART OF THE FIRM’S NAME for “Your Last Name”.
 - Instructions: <http://ehandbooks.dadeschools.net/userguides/community.asp>
 - Once a Community Portal account is created, log-in and click on the tab labeled “**Apps | Services | Sites**”, then select “**Project References**”.
 - Fill-in and submit a form for each project in your RFQ Response.
 - A confirmation e-mail will be sent to the proposer for each form submitted.
 - Download the form (from the email confirmation) and include a copy in your RFQ Response.
 - A maximum of 10 Project Reference Forms for each RFQ will be allowed.
- C.** U.S. GSA **SF 330** - General instructions
- The GSA SF 330 fillable forms are embedded in these Selection Procedures. Download the Selection Procedures from <http://ae-solicitations.dadeschools.net>
 - Under the legal ad number - Click on the PDF labeled “**RFQ**”
 - Registration is required to download this file
 - If you registered previously, enter your e-mail address and press “Next”
 - Save a copy of the Selection Procedures
 - Extract the GSA SF 330 (PART I and PART IIs). This is a fillable form
 - After filling in the form, include a copy of the completed GSA SF 330 in your RFQ Response

FORM/DOCUMENT TABLE

EXHIBIT	FORM/DOCUMENT	M-DCPS FORM NO.	NOTES
A	QUALIFICATIONS - FORM 1	FM-7727	<i>(for M-DCPS internal use only)</i>
B	FINAL EVALUATION - FORM 2	FM-7728	<i>(for M-DCPS internal use only)</i>
C	RELATED EXPERIENCE FORM	FM-7730	Submit with RFQ Response
D	PROPOSED STAFF FORM	FM-7729	Submit with RFQ Response
E	COMPANY SUMMARY FORM	FM-7416	Submit with RFQ Response
F	LIST OF SUB-CONSULTANTS	FM-7733	Submit with RFQ Response. Also submit a MOU for each sub-consultant
G	PROJECT REFERENCE FORM	FM-7516	Submit online through the Community Portal & <u>place copy in RFQ Response</u>
H	U.S. GENERAL SERVICES ADMINISTRATION (GSA) STANDARD FORM (SF) 330 (PART I & II)	N/A	Extract from these Procedures & submit with RFQ Response
I	LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	FM-7138	Submit with RFQ Response (if applicable)
J	INVESTMENT GRADE ENERGY AUDIT (IGEA) REQUIREMENTS	N/A	Submit IGEA in this format after walk-through at M-DCPS representative school
K	AGREEMENT TO PROCEED (ATP)	N/A	Extract from these Procedures & submit with RFQ Response
L	INVESTMENT GRADE ENERGY AUDIT TECHNICAL REVIEW FORM	FM-7732	<i>(for M-DCPS internal use only)</i>

The following M-DCPS "FM" forms are provided as sample forms and may be updated from time to time. To obtain the most current version of each form, download the online forms to be included in the RFQ Response (see Section VI for general instructions).

EXHIBIT "A"

QUALIFICATIONS FORM - 1



Miami-Dade County Public Schools GEPC Services QUALIFICATIONS FORM 1

PROPOSER (PRIME ESCO):				<input type="checkbox"/> Joint Venture		RFQ Response Due Date: _____ / ____ / ____	
ADVERTISEMENT: GUARANTEED ENERGY PERFORMANCE CONTRACT						RFQ #:	
DISCIPLINE:	APPL	JV	CONSULT.	NAME OF SUB-CONSULTANT(S):	S/MBE	M/WBE	
Architecture							
Mechanical Engineering							
Electrical Engineering							
Structural Engineering							
Civil Engineering							
Construction (MDCPS Pre-qualified)							
Other:							
PROFILE:		COMMENTS:		PROFILE:		COMMENTS:	
• Business Structure (Corp., JV, Partnership)				• Total Staff			
• Prequalified				• Total Technical Staff			
• Years in Business				• Distance from Site			
FACTORS:			RATING	MULT	SCORE	COMMENTS:	
1	Office Location (Max. 5 pts.)			1			
2	Years Established (1pt./yr. Max. 5 pts.)			1			
3	Related Experience						
	A. Florida Public School Systems Project Experience K-20 (Max. 5 pts.)			6			
	B. Other Related Project Experience (Max. 5 pts.)			4			
4	Capabilities						
	A. Registered Professionals (Max. 5 pts.)			3			
	B. Technical Personnel (Max. 5 pts.)			1			
5	MDCPS M/WBE Certificate (Prime) (Max. 5 pts.)			1			
6	Sub-consultant Team Diversity (Max. 13 pts.)			2			
7	MDCPS S/MBE Certificate (Prime) (Max. 5 pts.)			1			
8	MDCPS S/MBE Sub-consultants (Max. 5 pts.)			1			
9	References (Min. -10 pts., Max. +10)			4			
TOTAL SCORE (Max. 161 pts.)							
Local Business Affidavit of Eligibility <input type="checkbox"/> Y or <input type="checkbox"/> N							
Notes/Comments:							
Evaluator (Print Name):				Signature:		Date:	
Checked by (Print Name):				Signature:		Date:	

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EXHIBIT "B"

FINAL EVALUATION FORM – 2



Miami-Dade County Public Schools GEPC Services FINAL EVALUATION FORM 2

PROPOSER (PRIME ESCO):				<input type="checkbox"/> Joint Venture		RFQ Response Due Date: _____ / ____ / ____	
ADVERTISEMENT: GUARANTEED ENERGY PERFORMANCE CONTRACT						RFQ #:	
DISCIPLINE:	APPL	JV	CONSULT.	NAME OF SUB-CONSULTANT(S):	S/MBE	M/WBE	
Architecture							
Mechanical Engineering							
Electrical Engineer							
Structural Engineering							
Civil Engineering							
Construction (MDCPS Pre-qualified)							
Other:							
FACTORS:				RATING	MULT	SCORE	COMMENTS:
1	COMPETENCIES	IGEA Technical Review (<i>Rating provided by Technical Review Team</i>) (Max. 150 pts.)			1		** DO NOT CHANGE RATING **
2		Knowledge of Local Conditions (Max. 10 pts.)			1		
3		Proposed Project Staff and Functions (Max. 10 pts.)			2		
4		Project Understanding & Reasoning (Max. 15 pts.)			2		
5		Construction (Max. 15 pts.)			1		
6		Commissioning (Max. 10 pts.)			1		
7		Closeout & Warranty Plans (Max. 10 pts.)			1		
8		Maintenance & Repair Program (Max. 10 pts.)			2		
9		Measurement & Verification Program (Max. 10 pts.)			2		
10		Workload (Max. 10 pts.)			1		
11	DIVERSITY	Commitment to Team Diversity (Max. 10 pts.)			1		
12		SMBE & M/WBE Business Utilization Plan (<i>Rating provided by OEO</i>) (Max. 10 pts.)			2		** DO NOT CHANGE RATING **
TOTAL SCORE (Max. 325 pts.)							Checked by:
Notes/Comments:							
Evaluator (<i>Print Name</i>):				Signature:		Date:	
Checked by (<i>Print Name</i>):				Signature:		Date:	

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Miami-Dade County Public Schools
GEPC Services

RELATED EXPERIENCE FORM

(Submit one form for each project)

EXHIBIT "C" RELATED EXPERIENCE FORM

FIRM NAME (ESCO):		CATEGORY <i>(check only one)</i>		3A	3B	RFQ:
PROJECT NAME / TITLE:		PROJECT KEY #:		YES	NO	LIST PROJECT ECHs
PROJECT ADDRESS:		DID ESCo PROVIDED FINANCING:		<input type="checkbox"/>	<input type="checkbox"/>	
PROJECT TOTAL COST: \$		AMOUNT: \$				1)
PROJECT OWNER NAME:		COMPLETION DATE:				2)
OWNER PHONE NUMBER:		ADDRESS:				3)
OWNER EMAIL ADDRESS:		ADDRESS:				4)
PROJECT A/E NAME:						5)
PROJECT A/E PHONE NUMBER:						6)
PROJECT A/E EMAIL:						7)
						8)
TASKS PERFORMED BY		FIRM NAME		KEY EMPLOYEE NAME		KEY ROLE
XIS	use "X" if executed by ESCo or "S" if executed by sub-consultant/sub-contractor					
	• ARCHITECTURE					
	• MECHANICAL ENGINEERING					
	– ENERGY ENGINEERING					
	– COMMISSIONING (CxI)					
	– MEASURE & VERIFICATION					
	• ELECTRICAL ENGINEERING					
	• STRUCTURAL ENGINEERING					
	• CIVIL ENGINEERING					
	• CONSTRUCTION					
	• OTHER					
DID THIS PROJECT REQUIRE A CALIBRATED INVESTMENT GRADE AUDIT?		YES	NO	WHICH M & V PROTOCOLS WERE USED FOR THIS PROJECT? <i>(check all used)</i>		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DID THE PROJECT REQUIRE AN ENERGY SAVINGS INSURANCE PROGRAM?		<input type="checkbox"/>	<input type="checkbox"/>	DURING THE PAYBACK PHASE, WHO SERVICED THE INSTALLED EQUIPMENT, THE OWNER, ESCo, A SUB-CONTRACTOR, AND / OR THE ORIGINAL EQUIPMENT MANUFACTURER?		
IF YES, WHAT WAS THE TOTAL AMOUNT INSURED?		\$				
WHAT WAS THE SIMPLE PAYBACK PERIOD FOR THIS PROJECT?			_____ YEARS	DID THE PROJECT HAVE ANY BASELINE ADJUSTMENTS? IF YES, HOW MANY?		
ADDITIONAL NOTES:						

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EXHIBIT "D" PROPOSED STAFF FORM

Miami-Dade County Public Schools
GEPC Services
PROPOSED STAFF FORM
(Submit one form for each employee)

M-DCPS CONTRACT TITLE: GEPC		RFQ #:	
PRIME PROPOSER NAME:		RFQ Proposal Date: _____ <input type="checkbox"/> Joint Venture	
EMPLOYEE NAME:		CHECK ONLY ONE: <input type="checkbox"/> Prime's Direct Employee <input type="checkbox"/> Contract Employee (1099) <input type="checkbox"/> Works for Sub-Consultant	
TITLE:		CHECK ALL THAT APPLY: <input type="checkbox"/> 4A Registered Professional <input type="checkbox"/> 4B Licensed Contractor <input type="checkbox"/> 4C CMVP <input type="checkbox"/> 4D Technical Personnel	
% of time to be assigned to proposed contract: _____ %		Years with firm: _____	
Years with other firms: _____			
PROJECT TYPE	Project Type: A. Florida Public Educational System B. Governmental Agency C. Private Sector		
	PROJECT TITLE <i>(list up to 5 related projects)</i>	DOLLAR VALUE (\$)	EMPLOYEE'S INVOLVEMENT
EDUCATION: <i>(highest level achieved, degree earned, school & year)</i>			
REGISTRATION(S) & LICENSE(S): <i>(Florida registration number)</i>			
OTHER QUALIFICATIONS: <input type="checkbox"/> CERTIFIED MEASURE & VERIFICATION PROFESSIONAL: <i>(Certification ID number: _____)</i> <input type="checkbox"/> LEED AP <i>(or equivalent)</i> <input type="checkbox"/> PE <input type="checkbox"/> CEM <input type="checkbox"/> Other: _____			
EMPLOYEE'S EXPERIENCE <i>(check all that apply):</i>	<input type="checkbox"/> ESCo <input type="checkbox"/> Architect <input type="checkbox"/> Mechanical/ Energy Engineer <input type="checkbox"/> Electrical Engineer	<input type="checkbox"/> Structural Engineer <input type="checkbox"/> Construction <input type="checkbox"/> Civil Engineer <input type="checkbox"/> Commissioning (CxA)	<input type="checkbox"/> Measure & Verification <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____

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EXHIBIT "E" COMPANY SUMMARY FORM

Miami-Dade County Public Schools

COMPANY SUMMARY FORM

NAME OF PRIME PROPOSER:	RFQ #:
PROJECT(S) / CONTRACT:	RFQ DATE:
	JOINT VENTURE: <input type="checkbox"/>

COMPANY PERSONNEL: Identify the number of individuals, including owners, that are full-time employees of the business in the following areas:								
Classification	Total number of Employees	African-American (AA)	Hispanic-American (HA)	Asian-American (AS)	Native-American (NA)	Non-Minority Woman (W)	Service-Disabled Veteran (SDV)	Non-Minority (See note below)
Administrative/Management								
Professional/Technical								
Clerical								
Craftsperson/Laborers								
Total								

OWNERSHIP & OFFICERS/BOARD MEMBERS/MANAGING PARTNERS: Identify the owner, each partner, or stockholder by name, as well as his/her citizenship or residency status, gender, ethnicity and percentage of ownership:				
OWNERS				
Name	% Owned	Resident or US Citizen	Gender	Ethnicity

OFFICERS			
Name	Title	Gender	Ethnicity

Note: Non-minority means an employee who does not fall under any category defined as a minority in School Board Policy 6320.02 FM-7416 (10-18)

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EXHIBIT "F" LIST OF SUBCONSULTANTS

Miami-Dade County Public School LIST OF SUB-CONSULTANTS

(submit under Tab E)

NAME OF PRIME PROPOSER (ESCo):				RFQ #:		
PROFESSIONAL SERVICE(S) ADVERTISED: Guaranteed Energy Performance Contract				RFQ DUE DATE:		
PRIME'S M-DCPS CERTIFICATIONS: <input type="checkbox"/> M/WBE category _____ (see note 2 below) (check all that apply) <input type="checkbox"/> SBE/MBE category _____ (see note 2 below) <input type="checkbox"/> Contractor's Pre-qualification: Single limit: \$ _____ Aggregate limit: \$ _____				REVISED DATE: (if applicable)		
SUB-CONSULTANT NAME	DISCIPLINE / ROLE	A	B	C	D	E
		(*) M-DCPS M/WBE MANDATORY GOAL _____ %		(*) M-DCPS SBE/MBE MANDATORY GOAL _____ %		
		M/WBE CATEGORY	GOAL (%) COMMITMENT	SBE/MBE CATEGORY	GOAL (%) COMMITMENT	NOT CERTIFIED
	Architecture					
	Mechanical Engineering					
	Electrical Engineering					
	Structural Engineering					
	Civil Engineering					
	Construction (Pre-qualified)					
	Other:					
TOTAL SUB-CONSULTANT PARTICIPATION:		_____ %		_____ %		_____ %
OVERALL M/WBE AND SBE/MBE SUB-CONSULTANT PARTICIPATION (B + D):		_____ %				_____ %

NOTES:

1. If a discipline will be performed by the prime, then list "IN-HOUSE" under "FIRM NAME" and leave columns A – E blank.
2. List applicable certificates:

M/WBE Certification Category:	
AA = African-American	NA = Native-American
AS = Asian-American	W = Non-Minority Women
HA = Hispanic-American (**)	VBE = Veteran Business Enterprise

SMB/MBE (***) Certification Category:	
SBE = Small Business Enterprise	MBE = Micro Business Enterprise
S1 = SBE Tier 1	M1 = MBE Tier 1
S2 = SBE Tier 2	M2 = MBE Tier 2

3. (*) = M-DCPS Mandatory Goal % is based on requirements in the legal ad.
4. (***) = Does not count towards M/WBE mandatory goal (currently "HA" is not considered an underutilized M-DCPS category).
5. (***) = SBE/MBE certification is based on OEO's review of each firm's Annual Eligibility Affidavit to determine compliance with eligibility criteria of the respective certification requirements.

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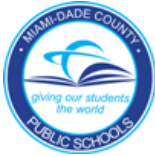


EXHIBIT "G" PROJECT REFERENCE FORM

Miami-Dade County Public Schools
Department of A/E Selection & Negotiations
PROJECT REFERENCE FORM

Instructions to Proposer: Submit a separate Project Reference Form for each related project listed in the proposer's RFQ Response. It is the proposer's responsibility to provide accurate, current information for each project and Owner listed under sections 1, 2 & 3.

1.	NAME OF PROPOSER (PRIME FIRM):	RFQ #:												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">SOLICITATION FOR:</td> <td style="width: 33%;"><input type="checkbox"/> A/E of Record (project-specific)</td> <td style="width: 33%;"><input type="checkbox"/> A/EPC or SPC (continuing contract)</td> </tr> <tr> <td><input type="checkbox"/> ESCo</td> <td><input type="checkbox"/> CM at-Risk (project-specific)</td> <td><input type="checkbox"/> CM at-Risk (continuing contract)</td> </tr> <tr> <td><input type="checkbox"/> Program Manager</td> <td><input type="checkbox"/> Land Surveyor</td> <td><input type="checkbox"/> Geotechnical Lab</td> </tr> <tr> <td><input type="checkbox"/> HVAC T&B</td> <td><input type="checkbox"/> Cost Estimating</td> <td><input type="checkbox"/> Construction Scheduling</td> </tr> </table>			SOLICITATION FOR:	<input type="checkbox"/> A/E of Record (project-specific)	<input type="checkbox"/> A/EPC or SPC (continuing contract)	<input type="checkbox"/> ESCo	<input type="checkbox"/> CM at-Risk (project-specific)	<input type="checkbox"/> CM at-Risk (continuing contract)	<input type="checkbox"/> Program Manager	<input type="checkbox"/> Land Surveyor	<input type="checkbox"/> Geotechnical Lab	<input type="checkbox"/> HVAC T&B	<input type="checkbox"/> Cost Estimating	<input type="checkbox"/> Construction Scheduling
SOLICITATION FOR:	<input type="checkbox"/> A/E of Record (project-specific)	<input type="checkbox"/> A/EPC or SPC (continuing contract)												
<input type="checkbox"/> ESCo	<input type="checkbox"/> CM at-Risk (project-specific)	<input type="checkbox"/> CM at-Risk (continuing contract)												
<input type="checkbox"/> Program Manager	<input type="checkbox"/> Land Surveyor	<input type="checkbox"/> Geotechnical Lab												
<input type="checkbox"/> HVAC T&B	<input type="checkbox"/> Cost Estimating	<input type="checkbox"/> Construction Scheduling												

2. PROJECT NAME & TITLE:	EXAMPLE PROJECT KEY NUMBER: <i>(for A/Es, A/EPCs & SPCs use same number as SF 330, Section "F"):</i>
OWNER'S PROJECT NO.:	
PROJECT LOCATION (Address, City, State & Zip):	
CONSTRUCTION DELIVERY METHOD: <input type="checkbox"/> Traditional (D/B/B) <input type="checkbox"/> CM <input type="checkbox"/> CM at-Risk <input type="checkbox"/> Design-Build	
CONSTRUCTION COST:	SUBST. COMPLETION DATE:
PROPOSER'S CONTRACTUAL RELATIONSHIP TO OWNER ON THIS PROJECT:	

3. PROJECT OWNER:	
OWNER'S REPRESENTATIVE:	TITLE:
OFFICE / DEPARTMENT:	PHONE NO.:
ADDRESS (Address, City, State & Zip):	E-MAIL:

(The following section is to be completed by the Owner's representative)

Statement to Owner's Representative: In an effort to assure a high standard of quality on our design/construction projects (or construction-related services); we are seeking information from you on this firm's performance on the specific project listed above. We have asked each proposer to secure references from the Owner on each project submitted as related experience and as an example of the firm's work. The authority making reference must be a key member of the project team who was most involved with the design and construction of the project (or construction-related services).

4.	Owner's Representative	(Circle only one box for each)		
a.	Is the information listed in Section 2 , above, accurate?	YES	NO	If "no", explain under 4.d. Clarification
b.	How would you rate the overall performance of this firm in terms of: <ul style="list-style-type: none"> ▪ Timely completion of the project; ▪ Cost effectiveness (was project within budget); ▪ Quality of the communications/coordination with the project team members; ▪ Responsiveness to the owner; and ▪ Quality of the project. 	GOOD	FAIR (or N/A)	POOR
c.	Would you do business with this firm again?	YES	NO	MAYBE
d.	Clarification, if required (as it relates to Section 2 , above):			
Name of Owner's representative completing this form (print name and title):				
Signatory: By signing and submitting this project reference form, I hereby attest that I am authorized to provide this information and that the above information is true, accurate and correct to the best of my knowledge.				
Signature:				Date:

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ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 11/30/2017

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section G. Key Personnel Participation in Example Projects.

Section H. Additional Information.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

Section I. Authorized Representative.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electricial Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				FEIN: _____ BUSINESS STRUCTURE: Corporation LLC Partnership Sole Proprietorship Other (specify): _____	<input type="checkbox"/> CHECK IF BRANCH OFFICE	
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE	
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE	
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE	
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE	
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE	

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

**F. EXAMPLE ANNUAL CONTRACTS FOR PUBLIC AGENCIES
WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**

20. EXAMPLE
PROJECT
KEY NUMBER:

(Present as many projects as requested by the agency, complete one 'Section F' for each CONTRACT)

21a. CONTRACT TITLE and LOCATION (City and State):	22a. DATE ANNUAL CONTRACT WAS COMMISSIONED (mm/yyyy):	
21b. BRIEF DESCRIPTION OF SERVICES:	22b. NUMBER OF YEARS CONTRACT IN PLACE:	
	22c. DATE ANNUAL CONTRACT TERMINATED, If applicable (mm/yyyy):	

23. PUBLIC AGENCY INFORMATION

23a. NAME OF PUBLIC AGENCY:
23b. PUBLIC AGENCY – CURRENT POINT OF CONTACT NAME and TITLE:
23c. PUBLIC AGENCY – CURRENT POINT OF CONTACT TELEPHONE NUMBER:
23d. PUBLIC AGENCY – CURRENT POINT OF CONTACT E-MAIL ADDRESS:

**24. BRIEF DESCRIPTION OF INDIVIDUAL PROJECTS ASSIGNED UNDER THIS ANNUAL CONTRACT
AND RELEVANCE TO M-DCPS CONTRACT**

(list up to ten (10) representative projects that best illustrate the firm's capabilities and relevant in terms of scope, size & complexity)

(1) PROJECT NAME & TITLE	(2) PROJECT LOCATION (Address, City & State)	(3) CONSTRUCTION COST	(4) PROJECT NUMBER	(5) SUBST. COMPLETION
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

25. FIRMS FROM SECTION C INVOLVED WITH THIS CONTRACT

a.	(1) FIRM NAME	(2) FIRM LOCATION (Address, City & State)	(3) ROLE / DISCIPLINE
b.	(1) FIRM NAME	(2) FIRM LOCATION (Address, City & State)	(3) ROLE / DISCIPLINE
c.	(1) FIRM NAME	(2) FIRM LOCATION (Address, City & State)	(3) ROLE / DISCIPLINE
d.	(1) FIRM NAME	(2) FIRM LOCATION (Address, City & State)	(3) ROLE / DISCIPLINE
e.	(1) FIRM NAME	(2) FIRM LOCATION (Address, City & State)	(3) ROLE / DISCIPLINE
f.	(1) FIRM NAME	(2) FIRM LOCATION (Address, City & State)	(3) ROLE / DISCIPLINE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. MONTH & YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, cost and photos for the project)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET			5. OWNERSHIP	
2c. CITY		2d. STATE	2e. ZIP CODE	
6a. POINT OF CONTACT NAME AND TITLE			a. TYPE	
6b. TELEPHONE NUMBER			6c. E-MAIL ADDRESS	
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER
6a. POINT OF CONTACT NAME AND TITLE			b. SMALL BUSINESS STATUS	
6b. TELEPHONE NUMBER			7. NAME OF FIRM (If block 2a is a branch office)	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
Other Employees						
Total						

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
	5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

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EXHIBIT “I” LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY



Miami-Dade County Public Schools Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:		
RFQ/RFP/BID/CONTRACT/PROJECT # (as applicable): _____		
BUSINESS NAME:	_____	
CONTACT PERSON:	_____	
ADDRESS: <i>(Include City State & Zip Code)</i>	_____	
ELIGIBILITY CRITERIA: <i>(check one)</i>	<input type="checkbox"/> Headquarters (min. 12 months) <input type="checkbox"/> Manufacturing facility (min. 12 months) <input type="checkbox"/> Locally-owned franchise (min. 12 months) <input type="checkbox"/> Office (min. 24 months)	Length of Time at Address Provided: _____ Length of Time Located within the legal boundaries of Miami-Dade County: _____
FEIN <i>(Federal Employer Identification Number):</i>	_____	
BUSINESS STRUCTURE: <i>(check one)</i>	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other <i>(Specify):</i> _____	
PHONE:	OFFICE: ()	FAX: ()
E-MAIL ADDRESS:	_____	
<p>ATTESTATION - I understand that:</p> <ul style="list-style-type: none"> • Eligibility criteria, in accordance with School Board Policy 6320.05, is defined as a vendor or business that has a valid business license, issued by a jurisdiction located in Miami-Dade County, that has either: <ol style="list-style-type: none"> (1) its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami Dade County, for at least twelve (12) months, or (2) has an office with a street address within the boundaries of Miami-Dade County for at least twenty-four (24) months, calculated from the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. • To be considered for local preference, a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal. • The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions. • The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy. • The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. • The above information may be subject to verification. • A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04. 		

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

 SIGNATURE OF NOTARY PUBLIC
 THIS _____ DAY OF _____, 20____

 My Commission Expires: _____
 NOTARY SEAL

 PRINTED NAME OF AFFIANT

 SIGNATURE OF AFFIANT DATE

 TITLE

 COMPANY NAME

FM-7138 Rev (08-15)

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EXHIBIT "J"

INVESTMENT GRADE ENERGY AUDIT (IGEA) REQUIREMENTS

1. Front Cover

- a. Campus name and address
- b. Energy Service Company (ESCO) Energy Analyst
- c. Date Prepared

2. Table of Contents

3. Foreword

- a. ESCo's team, credentials, roles & responsibilities
- b. ESCo's relevant experience & industry history

4. Energy Analyst Certification Statement

As the Engineer or Energy Analyst responsible for preparing this report, I hereby certify that:

This report has been performed in accordance with ASHRAE Level 3 Investment Grade Energy Audit (IGEA) Report requirements. The members of the Audit team are qualified to perform the analysis, investigations, and duties assigned to them for purpose of fulfilling the intent of an ASHRAE Level 3 IGEA report requirements. This IGEA has thoroughly examined the subject building to identifying the opportunities which exist for reducing energy consumption. The data, recommendations, calculations, and analysis contained in this IGEA Report has been performed using standard engineering practices and to the best of my knowledge are correct.

All recommendations and work provided for Miami-Dade County Public Schools (M-DCPS) will be in accordance with Florida Statutes 489.145 governing Guaranteed Energy Performance Savings Contracting.

From an analysis standpoint, this report includes:

1. Modeling analytical tool utilized: _____.

The included study results that led to the developed Energy Conservation Measures (ECMs) reflect the condition of the facility and equipment as found during on-site surveys. Facility heating and cooling loads, systems, and plant calculations were performed per standard methods used by the HVAC industry.

For each ECM, the first cost of implementation has been determined as well as the annual energy cost avoidance. The simple payback period (in years) is determined by dividing this total initial cost by total projected annual cost avoidance. Also, the Savings-to-Investment Ratio was calculated by dividing the total energy cost avoidance over the lifetime of the project, by the total project investment, including upfront and Measurement and Verification (M&V) cost.

P.E. / Certifying Energy Analyst

Date

Print Name

5. Glossary of Terms

6. Executive Summary

- a. Overall Project Summary (project intent)
- b. Results
 - i. Campus Existing Conditions
 1. Description of buildings (summary)
 2. Occupancy and hours of operation (provided by M-DCPS)
 3. Current energy consumption and cost (provided by M-DCPS)
 4. Description of energy consuming systems
 5. Description of building envelope (summary)
 6. General information
 - ii. ECM Summary Table (**Table 6.b.ii**)
 1. Short description of each ECM
 2. Total project cost - Implementation/first cost for each ECM (including Operation & Maintenance (O&M), M&V, software / license cost and others)
 3. Guaranteed energy (kWh, therms, etc.) savings

4. Cost avoidance and operational savings for each ECM
5. Overall project payback (**use Template in Attachment II to this Exhibit**)
 - a. Savings to Investment Ratio (SIR)
 - b. Simple Payback Period (SPP)
6. Tables
 - a. The site's energy consumption (including available sub-meter data) and energy cost for the last two years (per year) (**Table 6.6.a**)
 - b. The site's projected energy consumption and cost for the next two years (per year), by system, after Guaranteed Energy Performance Contract (GEPC) implementation (**Table 6.6.b**)
- iii. Project Cash Flow Analysis (**use Template in Attachment I to this Exhibit**)

7. Existing Conditions

- a. Building Description
 - i. General Information
 1. Site Description
 2. Building Overview – Dates of Construction and Building area
 3. Utility metering
 4. Building Occupancy Patterns (peak occupancy, principal function uses of each major area, occupancy, schedules and patterns).
 - ii. Building Envelope Description
 - i. Exterior walls description and areas
 1. Window descriptions
 2. Door descriptions
 - ii. Roof description
 - iii. Floor description
- b. Building Envelope Description
 - i. Exterior walls description and areas
 1. Window descriptions
 2. Door descriptions
 - ii. Roof description
 - iii. Floor description
- c. Energy Systems Analysis (review any system with 5% or more of total site consumption)
 - i. Primary Cooling System Functionality
 1. Major cooling equipment
 2. Heat rejection equipment
 3. Auxiliary cooling equipment
 4. Piping & pumping
 5. Condition assessment and current O&M procedure assessment
 6. Controls and operation schedule
 - ii. Primary Heating System Functionality
 1. Major heating equipment
 2. Auxiliary heating equipment
 3. Piping & pumping
 4. Unitary Heaters
 5. Instrumentation
 6. Condition assessment and current O&M procedure assessment
 7. Controls and Operation Schedule
 - iii. Air Distribution System Functionality
 1. Major air systems
 2. Exhaust air systems
 3. Outside/Intake air systems
 4. Instrumentation
 5. Condition assessment and current O&M procedure assessment
 6. Controls and Operation Schedule
 - iv. Domestic Hot Water Functionality
 1. Domestic Hot Water Equipment
 2. Domestic Hot Water Use
 3. Instrumentation
 4. Piping and pumping
 5. Condition Assessment and Current O&M Procedure Assessment
 6. Controls and Operation Schedule

- v. Analyze energy utility system
- vi. Analyze water consumption, irrigation, etc.
- vii. Review lighting systems
- viii. Overview of kitchen and dining room equipment (if applicable)
- ix. Summarize the current state of the Building Automation System(s) (BAS) & Energy Management System(s) (EMS)
- x. Overall functional status for all systems
- xi. Maintenance status for all systems
- xii. Any other relevant information

8. Baseline Energy Consumption

- a. Complete analysis of energy utilization, by fuel type, over the last 24-month period
 - i. Any extreme deviation from the average monthly utility cost(s) can be replaced by using another monthly utility cost from a previous year that falls in line with the average for that month, over the 36-month period
- b. Analysis of utility bills, rate structures, and meters at site
 - i. Yearly graph (all utilities combined) showing monthly consumption and trends
 - ii. Highlight any anomalies
- c. Graph of energy consumption by system, show percent consumption per major system
- d. Load profiles by major systems (show fluctuating loads with high potential savings)
 - i. Air Handling Unit (AHU) Fans
 - ii. Pumps
 - iii. Cooling Tower Fans
 - iv. Exhaust Fans
 - v. Chillers
 - vi. Boilers
- e. Hours of operation by major systems
- f. Occupancy schedules
 - i. Days of the year, holidays, weekends
 - ii. Hours of the day, start, and stop
- g. Occupancy comfort conditions
 - i. Range of temperatures for occupied times
 - ii. Range of temperatures for unoccupied times
 - iii. Range of temperatures for holiday shutdowns (as applicable)
- h. Number of occupants in spaces during baseline period

9. Proposed ECMs

- a. List of ECMs & Detailed Description
 - i. Description of each proposed ECM and its benefit over existing condition
 - ii. Equipment to be installed, technologies applied, and operational changes may be caused by ECM installation
- b. Post ECM installation conditions
 - i. Energy consumption, show percent consumption per major system
 - ii. Occupancy schedules
 - 1. Days of the year, holidays, weekends
 - 2. Hours of the day, start and stop
 - iii. Occupancy comfort conditions
 - 1. Occupied times
 - 2. Unoccupied times
 - 3. Maintenance and Holiday times
- c. ECM O&M Procedures
 - i. ESCo O&M Responsibilities
 - 1. List new equipment installed and maintained by ESCo
 - 2. List existing adjacent equipment not installed by ESCo
 - ii. M-DCPS O&M Responsibilities
 - 1. List new equipment installed by ESCo (explain why M-DCPS must maintain this equipment)
 - 2. List existing adjacent equipment not installed by ESCo (explain why M-DCPS must maintain this equipment)

- iii. Provide all ECM O&M manuals and procedures, for all new equipment installed
- d. ECM Cost
 - i. Cost per ECM Includes
 1. Engineering / Design costs per ECM
 2. Material costs per ECM, including profit margin
 3. Labor cost per ECM, including profit margin
 4. Estimates for individual ECM hard and soft costs
 5. Contingency costs per ECM hard cost
 6. Commissioning costs for individual ECM
 7. Retro-commissioning cost for existing systems that will not be replaced, related to new ECM
 8. Training costs at the end of contract term (and ongoing training, if applicable)
 9. If applicable, annual service fees including;
 - a. Measurement and verification
 - b. Maintenance
 - c. Performance monitoring
 - d. Ongoing training services
 - e. Other costs/fees

10. ECMs Savings

- a. Energy Cost Savings per ECM
 - i. List ECM
 - ii. ECM Savings
 1. How the savings were calculated (methodology)
 2. ECMs synergy / interactions considered
 3. Utility rates used
 4. Escalation rate (provided by M-DCPS)
 5. Assumptions made to calculate projected savings
 6. ECM implementation cost, including M&V costs and all software costs so that M-DCPS will have ownership of all required software licenses for each ECM.
- b. ECM Savings Calculation Sequence
 - i. ECM savings calculation sequence to determine interdependency or interactive effects should be as follows;
 1. First - ECMs that affect the overall heating and cooling loads of the building
 2. Second - ECMs that affect the HVAC sub-systems
 3. Third - ECMs that affect the Central Plant directly
 - ii. Calibrated Baseline Model (use the last 24 water and electricity bills)
 1. ECM calibrated model reporting sequence
 - a. ECM 1 1st Run
 - b. ECM 1, & 2 2nd Run
 - c. ECM 1, 2, & 3 3rd Run
 - d. ECM 1, 2, 3 & 4 4th Run (and so on)
 - e. The last run will represent the performance period condition with all ECMs implemented and all interactive effects considered
 - iii. Weather bin data should match the same period as the utility bills used for calibrating the model
- c. SPP per ECM (use Template in Attachment II to this Exhibit)
- d. SIR per ECM (use Template in Attachment II to this Exhibit)
- e. EUI (energy use intensity (\$/Sq. Ft.)) reduction per ECM
- f. Graph showing energy utilization current and forecasted after implementation of each ECM (Graphs 10f.1, 10f.2, etc.)
- g. ECM life expectancy
- h. M&V protocol per ECM
- i. O&M Savings
 - i. Provide justification with detail for O&M stipulated cost savings
 - ii. Describe how savings are generated and detail cost savings calculations
- j. ECM savings work process calculations (Exhibit A)
- k. ECM Savings Summary Table (Table 10.k)

11. List of considered but non-feasible ECMs and reasons why not recommended

12. Project Cost Summary & Total Savings Guarantee

- a. Provide proposed project Life-Cycle Cost Analysis (LCCA) report
 - i. Provide project's LCCA report on a USB flash drive
 1. Include all assumptions and methodology used to generate LCCA (as stated in section 10)
- b. Table summarizing all ECMs savings, individually (**Table 12.b**)
 - i. Total cost for all eligible ECMs
 1. Including M&V protocol
 - ii. Total savings per ECM per year
 1. Energy units
 2. Energy cost savings
 3. Maintenance cost avoidance, if applicable
 - a. Total projected ECM maintenance cost avoidance / savings based on;
 - i. Pre-ECM installation maintenance costs vs.
 - ii. Post-ECM installation maintenance costs
 - iii. Overall project payback summary and guarantee
 1. Project SIR (**use Template in Attachment II to this Exhibit**)
 2. Project SPP (**use Template in Attachment II to this Exhibit**)
 3. Project EUI (energy use intensity)
- c. Impact on utility rate structure, if any
- d. Consideration of future rate escalations, if any
 - i. Description of rate escalation impacts (both increase and decrease)
 - ii. Source of rate change information

13. Construction

- a. Implementation Plan
 - i. Includes plans, schematics, equipment lists and specification, manufacture cut sheets
 - ii. Schedule of equipment to be removed and not replaced
 1. Reason for removing and not replacing equipment
- b. Gantt Chart
 - i. Construction and installation schedule
 - ii. Start-up & commissioning
- c. O&M checklist during construction

14. Risk, Responsibility, and Performance

- a. Risk Matrix
 - i. List financial, operational, and performance risks, their potential impact, and responsibility to manage risk.
- b. Process for managing unseen circumstances
- c. Hazardous materials handling (if applicable)

15. Commissioning Plan

- a. Activities to verify that ECMs meet the project intent
- b. Functional testing of the installed equipment / systems
- c. Final commissioning plan should have at minimum the following contents:
 - i. Overview
 1. Abbreviations and definitions
 2. Purpose of the Commissioning (Cx) plan
 3. Cx scope / objectives
 4. Commissioned systems
 - ii. Commissioning Team: Roles & Responsibilities
 1. Cx team members & contact information
 2. Roles & responsibilities by member
 - iii. Commissioning Process
 1. Final commissioning plan
 2. Commissioning kick-off meeting, other meetings
 3. Management protocols
 4. Submittals, documentation, and written work products
 5. Pre-functional checklists, tests, and startup

6. Commissioning EMS point checklist
7. Functional tests and verification procedures
8. O&M manuals and warranties
9. Schedule

16. Measurement & Verification (M&V) Reporting

- a. General M&V plan
 - i. ECM specific M&V
 1. Frequency and format

17. Baseline Adjustments & Resolution

- i. Methodologies to adjust the pre-construction baseline during the post construction phase, or anytime
- ii. Potential baseline adjustment factors and their potential resolution, such as but not limited to the following;
 1. Changes in occupied square footage
 2. Alternate facility usage
 3. Adjusted hours of operation
 4. Changes in occupant behaviors
 5. Plug load changes
 6. Temperature set points changes
 7. Energy rates changes
 8. Any unforeseen construction / demolition work
 9. Changes in the facility's energy equipment or operating parameters other than the ESCo installed equipment
 10. Significant changes in weather between the base year and guaranteed year(s) as measured by daily degree-day comparisons
 11. Energy equipment, other than ESCo installed equipment, that malfunctions, or is repaired or replaced in a manner that increases energy consumption
 12. Other actions taken by M-DCPS that may increase energy use
 13. Discovery of an error in the original energy use baseline (in such case the change would be retroactive only if it lowers payback period)

18. Voluntary Alternate Projects

- a. Projects beyond 12-year (follow same format as sections 9-17)

19. Appendices

- a. Appendix A Calibrated Baseline Modeling Software Input Data
- b. Appendix B Most Recent Twenty-four (24) Months of Utility Bills
- c. Appendix C Project Rooms / Zones / Systems Diagrams
- d. Appendix D Field Notes (capture general notes that pertain to project)
- e. Appendix E 179 D Potential Deduction (Summary)

20. Schedules

- a. Schedule A Pre-Existing Equipment Inventory (project relevant inventory)
- b. Schedule B GEPC ESCo Proposed Equipment
- c. Schedule C ESCo's Training Equipment Operation Training Schedule
- d. Schedule D Construction and Installation Schedule
- e. Schedule E Systems Start-Up and Commissioning Schedules
- f. Schedule F ESCo's Maintenance Responsibilities (Service Matrix)
- g. Schedule G M-DCPS Maintenance Responsibilities (Service Matrix)
- h. Schedule H O&M Manuals
- i. Schedule I Project Payment Schedule

21. Exhibits

- a. Exhibit A ECMs Savings Calculations (work process)

List of Attachments

- I: GEPC - ECM Projects - Cash Flow Analysis Template
 II: Savings to Investment Ratio and Simple Payback Period Analysis Template

ATTACHMENT "I" (to IGEA Requirements)

GEPC - ECM Projects - Cash Flow Analysis Template

M-DCPS Guaranteed Energy Performance Contracting (GEPC) Program GEPC - ECM Projects - Cash Flow Analysis

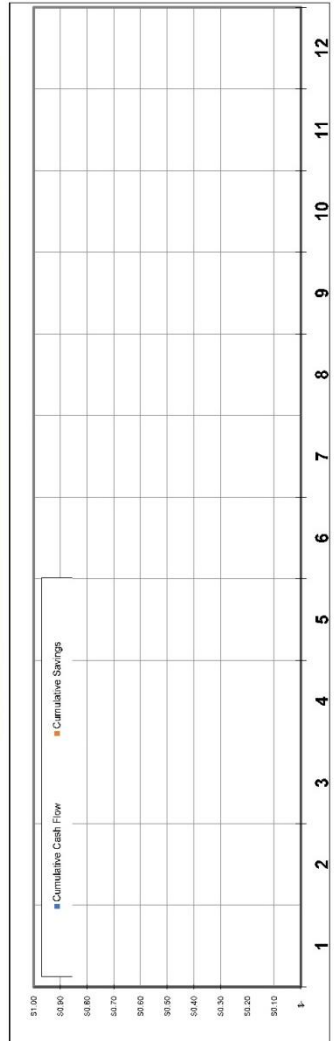


FRAMEWORK:
 Contract Term: _____
 Escalation Rate _____
 Electricity: _____
 Natural Gas: _____
 Water: _____
 Service: _____
 Other: _____
 1970 Dollars Inflation _____

M-DCPS Facility: _____
 ESCo: _____
 Date: _____

Year	Outlays				Income				Total Income	Annual Cash Flow	Cumulative Saving	Cumulative Cash Flow	Capital Recovery
	ECMs cost	Maintenance costs	M&V cost	(Other) cost	Electricity savings	Other utility savings	Stipulated savings	Operation & Maintenance savings					
Install													
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
12 Yr. Totals													

- GEPC / ECM Project Capital Recovery Period: _____ Years
 - End of Term Total Benefit: \$ _____



Notes:

- Instructions:**
1. Fill in all shaded boxes
 2. Use M-DCPS pre-approved escalation rates
 3. Insert negative values for outlay, and positive values for income
 4. Add other cost and/or savings lines if applicable
 5. Maximum study period is 12 Years

ATTACHMENT "II" (to IGEA Requirements)

Savings to Investment Ratio and Simple Payback Period Analysis Template

M-DCPS Guaranteed Energy Performance Contracting (GEPC) Program Savings to Investment Ratio (SIR) and Simple Payback Period (SPP) Analysis (Template)



ECM Name:

MDCPS Facility:

ESCo:

Date:

ECM Name:

ECM Useful Life:

Contract Term: 12 yrs

Escalation Rate:

Electricity:

Natural Gas:

Water:

Service:

2018 DOE Present Value Discount Rate:

Actual Year (Modify Year As Needed)

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
SAVINGS															
ELECTRIC \$SAVINGS =															
NATURAL GAS \$SAVINGS =															
WATER \$SAVINGS =															
OTHER FUEL \$SAVINGS (not >50% Total Savings) =															
OPERATION & MAINTENANCE COST DIFFERENTIAL (annual) =															
TOTAL NET \$SAVINGS =															
PRESENT VALUE (NET \$SAVINGS) =															
TOTAL PRESENT VALUE OF NET \$SAVINGS =															

COSTS															
PROJECT COST (non-annual) =															
REPLACEMENT COST (As applicable) =															
RESIDUAL VALUE at Yr. 12 (As applicable, negative cost) =															
PRESENT VALUE (NET COST & RESIDUAL VALUE) =															
TOTAL PRESENT VALUE OF NET COST & RESIDUAL VALUE =															

SAVINGS TO INVESTMENT RATIO

SIR = = / = #DIV/0!

Simple Payback Period

SPP = = / = Years

Utility Rebate and Tax Credit for this ECM =

Including Incentives:

SIR = = / = #DIV/0!

SPP = = / = Years

INSTRUCTION:

- SAVINGS TO INVESTMENT RATIO (SIR) = Lifetime Savings / Total Investment (this analysis is using discounted time value of money)
- SIMPLE PAYBACK PERIOD (SPP) = Initial Cost / Annual Savings
- Make duplicates of this template for individual ECM
- Use MDCPS pre-approved escalation rates, and Present Value Discount Rate
- Fill in all shaded boxes
- Maximum Study Period is 12 Years
- RESIDUAL VALUE = Initial Capital Equipment Investment x (Remaining Useful Life / Total Expected Useful Life)

NOTES:

END OF EXHIBIT J

EXHIBIT “K” (of the Selection Procedures)

AGREEMENT TO PROCEED

This Agreement to Proceed (“ATP”), made and entered into as of this ____ day of _____, 20__ (“Effective Date”) by and between _____, a [Corp/LLC/Partnership] of the State of _____ having its principal offices at _____, referred to herein as the energy service company (“ESCO”) and The Board of Miami-Dade County, Florida, for Miami-Dade County Public Schools, a political subdivision of the State of Florida, having its principal offices at 1450 N.E. 2nd Avenue, Miami, FL 33132 (“Board” or “M-DCPS”). The parties hereto are, individually, a “Party” and, collectively, the “Parties.” All capitalized terms not expressly defined herein shall have the meanings set forth in the form of Guaranteed Energy Performance Contract attached as Exhibit L to the “Request for Qualifications for Guaranteed Energy Performance Contract (GEPC) Services” (“RFQ”) described in the recitals below.

WITNESSETH

WHEREAS, in response to the Board’s RFQ #_____ issued on _____, 20__, to which this ATP is attached as Exhibit K, ESCo submitted its Qualifications to the Board, dated _____, (“RFQ Response”), to which this ATP is made a part thereof;

WHEREAS, ESCo is an energy services company with extensive experience in energy performance-based contracting, including auditing and evaluation of facilities and the design, procurement, installation, operation and maintenance of energy conservation measures (“ECMs”) in school facilities;

WHEREAS, ESCo is duly licensed in the State of Florida to perform its obligations (*add references to specific A/E or ESCo qualifications*), as set forth in this ATP and the obligations of the ESCo set forth in the GEPC Agreement, and has the capability and ability to fully perform such obligations;

WHEREAS, the Board and ESCo desire that ESCo perform a detailed initial “investment grade” energy audit (“Audit”) with respect to M-DCPS’s representative school facility set forth in the Legal Advertisement for RFQ #_____ and Attachment A hereto (the “Facility”) in accordance with the “Scope of Audit and Report Services” set forth in Attachment B hereto, and then prepare a written “Facility Report” with respect to such Facility proposing ECMs to be installed therein (“Proposed ECMs”) for the purpose of producing energy and cost savings; and

WHEREAS, the Facility Report will provide the total cost of designing, procuring and installing and maintaining the Proposed ECMs therein (“Proposed Cost”) and providing a projection, in compliance with the laws of the State of Florida, of the energy cost savings (“Projected Savings”) that could be achieved from reduced energy, fuel and water consumption and demand to be achieved over a period of twelve (12) years by implementing the Proposed ECMs in the Facility (ESCO’s performance of the Audit and Report Services are, collectively, the “IGEA Services”); and

WHEREAS, in the event that the Facility Report prepared by the ESCo demonstrates outstanding expertise and technical and corporate capabilities required for purposes of supporting the projects set forth in the RFQ, the Board will consider such qualifications of the ESCo in determining whether to enter into a GEPC with the ESCo as described in the RFQ.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto do hereby mutually covenant and agree as follows:

1. Access and Information to be provided by M-DCPS - Following the execution of this Agreement, and the selection to participate in the Audit, M-DCPS shall provide to ESCo access to the Facility and such information and documentation regarding the Facility as ESCo may reasonably require including, but not limited to the following:

1.1 Making available to ESCo copies of data and records of M-DCPS' purchases of electric power, water, natural gas, and fuel oil and any other form of energy purchased by the Board during the twenty-four (24) months prior to the Effective Date ("Baseline Study Period") showing the total amounts and prices of each energy commodity purchased during that period;

1.2 Permitting the ESCo to inspect the Facility and providing information to the ESCo regarding the Facility and its systems and equipment including, but not limited to, substantive changes to the Facility and its systems and equipment that occurred during the Baseline Study Period and any material anticipated or planned construction or changes to the Facility and such equipment and systems. Prior to obtaining access to the Facility, ESCo shall cause each individual performing Services for ESCo under this Agreement to obtain all required security clearances in accordance with related Board policy and applicable laws of the State of Florida. ESCo's performance of this Agreement shall be conducted in a manner so as not to interfere with the daily educational operations in the Facility. All ESCo's work hereunder shall be scheduled in coordination with M-DCPS personnel and the appropriate school principal;

1.3 Making available to ESCo drawings and other information pursuant to Section 3.3 of the GEPC including schematics, specifications, drawings, diagrams or other records reasonably requested by the ESCo (that M-DCPS has available) which describe the Facility and its systems and equipment that are the subject of the Audit;

1.4 Providing hours of operation, occupancy and usage (if for other than classroom use) for the Facility that occurred during the Baseline Study Period together with any material changes that occurred during the Baseline Study Period, and any anticipated or future planned changes to such hours, usage or occupancy;

1.5 Providing reasonable information regarding the nature and extent of any prior energy efficiency upgrades of any of the Facility by third parties and identifying any ongoing or future requirements relating to such prior upgrades; and

1.6 Providing such other information as provided by the Board to the ESCo in Attachment A hereto.

2. Warranty Regarding Information Provided - The Board represents and warrants that all information provided to ESCo will be accurate and complete to the best of the Board's knowledge, but does not guarantee accuracy, and ESCo will be responsible for making its own observations and inspections.

3. Investment Grade Energy Audit Reports - The ESCo shall commence its IGEA Services upon the Effective Date and perform the Audit and deliver the Facility Report within sixty (60) days from the date M-DCPS assigned the IGEA (following short-listing by M-DCPS). All references to days in this agreement shall mean calendar days (unless otherwise noted). The ESCo's time for performance shall be reasonably extended in the event of force majeure delay(s) or in the event that the Board fails to provide substantially all available information to the ESCo pursuant to Section 1 within thirty (30) days following the Effective Date. If certain information is not available, then ESCo is expected to make reasonable assumptions and continue with their IGEA Services. The ESCo shall perform the Audit and prepare a Facility Report in accordance with this Agreement and Attachment B hereto, the "Scope of

Audit and Report Services,” and provide to the Board, a Facility Report setting forth findings and recommendations with respect to the Facility which includes the following:

3.1 An analysis of energy and fuel consumption at the Facility setting forth: (i) energy-related findings and (ii) energy use baselines (individually, “a Baseline” and, collectively, “the Baseline”) in accordance with *American Society of Heating, Refrigerating and Air-Conditioning Engineers* (“ASHRAE”), State Requirements for Educational Facilities (“SREF”) and/or other applicable standards taking into account weather normalization, hours of operation, occupancy, use (if for other than school use) and the addition and removal of equipment during the Baseline Study Period. In any instance in which the history of energy and fuel consumption is less than the Baseline Study Period, the Baseline will be calculated from existing records and measurements as may be reasonably determined by ESCo subject to approval by the Board;

3.2 Prepare and provide a list of Proposed ECMs to be installed in the Facility based upon the results of the Audit;

3.3 Prepare and provide the Proposed Cost with respect to the Facility covering a period not to exceed twelve (12) years, including full coverage warranty and maintenance, from completion of the Proposed ECMs; and

3.4 Prepare and provide the Projected Savings to be achieved by the Proposed ECMs in the Facility during such twelve (12)-year period. Both Parties acknowledge Projected Savings achieved by the Proposed ECMs following installation are subject to being adjusted for factors such as weather normalization, addition or removal of equipment and changes in hours of operation, occupancy and usage.

4. Facility Report Acceptance, Consideration and Use - The Board may reject the Facility Report that does not conform with the requirements of this Agreement. If the Board accepts the Facility Report, the Board may retain and use such report for any and all purposes, including evaluation of the ESCo’s qualifications for purposes of the RFQ.

5. Entering into the GEPC - In the event that the Facility Report demonstrates that the ESCo is qualified, the Board will consider this and other such qualifications in scoring the ESCo for moving on to interviews in accordance with the RFQ and, if selected, the Board may consider entering into a GEPC.

6. Report Fee and Inclusion of Audit Fee in Project Costs - The Board will not pay the ESCo for the security clearances, Audit, the Facility Report, or for any services from ESCo or its employees, sub-consultants or sub-contractors under this Agreement. The ESCo’s undertaking of the Audit and preparation of the Facility Report under this Agreement is at the ESCo’s sole expense and is acknowledged by the ESCo to be a requirement for consideration for commission of a GEPC in accordance with the terms of the RFQ.

7 Termination

7.1 Termination by ESCo Prior to Facility Report - The ESCo may terminate this Agreement in the event its Services are stopped for any of the reasons listed below for a period of sixty (60) calendar days or more through no act or fault of the ESCo, its agents, employees, or other persons performing any portion of the Services for the ESCo:

7.1.1 Issuance of an Order of the Court or other Public Authority having jurisdiction; or

7.1.2 An act of government which results in a cession of work on this Agreement.

If any one of the above reasons exists, the ESCo may, upon ten (10) business days' written notice to the Board, terminate the Agreement.

7.2 Termination for Cause Prior to Facility Report - The Board may terminate this Agreement, in whole or with respect to the Facility, for breach of any of the requirements of this Agreement. When such a breach exists, the Board shall notify the ESCo in writing of the breach, and if the ESCo does not, within seven (7) calendar days of that written notice, cure or commence cure of the breach, the Board may terminate this Agreement immediately and without further notice.

7.3 Termination by the Board for Convenience - The Board may, upon ten (10) business days advance written notice to the ESCo, terminate this Agreement in whole or with respect to the Facility, when it is in the interest of the Board and at the sole discretion of the Board, and without any damages to the Board.

8. General

8.1 Indemnification - To the fullest extent permitted by law, the ESCo shall indemnify, defend and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to ESCo's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the ESCo or other persons employed or utilized by the ESCo in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the ESCo. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the ESCo to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the ESCo shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

8.2 Public Records - ESCo understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The ESCo shall keep and maintain public records required by the Board to perform the service. The ESCo shall keep records to show its compliance with program requirements. ESCos and sub-ESCos must make available, upon request of the Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the ESCo which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. ESCo shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ESCo does not transfer the records to the public agency. The ESCo shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the Board all public records in possession of the ESCo or keep and maintain public records required by the Board to perform the service. If the ESCo transfers all public records to the Board upon completion of the contract, the ESCo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

ESCo keeps and maintains public records upon completion of the contract, the ESCo shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

IF THE ESCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

8.3 Background Screening Requirements - In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time ESCo agrees that, if ESCo receives remuneration for services, ESCo and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County. Additionally, ESCo agrees that each of its employees, representatives, agents, subs or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and Board Policies. ESCo is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge, which shall be worn by the individual at all times while on Board property when students are present. ESCo agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. ESCo agrees to require all its affected employees to sign a statement, as a condition of employment with ESCo in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the ESCo/Employer of any arrest(s) or conviction(s) of any offense enumerated in Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. ESCo agrees to provide the Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. ESCo agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. ESCo further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by ESCo to notify the Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by ESCo to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

8.4 Confidentiality - The information contained within document(s) provided by the Board to the ESCos is confidential, privileged and only for the intended recipient. The documents may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed. Any form of reproduction, dissemination, copying, disclosure, modification, distribution and or publication of this material is strictly

prohibited. All documents shall remain the property of the Board and shall be returned to the Board on demand, upon termination of this agreement or upon completion of the Audit.

8.5 Interpretation - Regardless of which Party prepared this Agreement or any portion thereof, the language of this Agreement will be construed according to its fair meaning and not strictly for or against any Party. In the event of a dispute as to the interpretation (including meaning, effect, or other reading) of this Agreement, the said interpretation shall be rendered as though both parties are equally responsible for the preparation of this Agreement.

8.6 Applicable Law, Forum and Venue - This Agreement shall be interpreted and enforced under the laws of the State of Florida, without regard to any conflicts of laws principles thereof. In the event of litigation between the parties resulting from or involving this Agreement, the exclusive venue for any legal proceeding shall be the courts in and for Miami-Dade County, Florida having subject matter jurisdiction.

8.7 Severability - Should any provision of this Agreement be found to be unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

8.8 Priority of Documents - Should there be any conflict between this Agreement and other contract documents, this Agreement shall prevail.

9. Required Notices - Whenever notice is required or given by either party to this Agreement, such notice shall be in writing, and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, by electronic mail or facsimile transmission (receipt confirmation required) addressed as follows:

TO THE ESCo:

Person, Title
Firm Name
Address
City, State Zip Code
Facsimile
E-mail

TO THE BOARD: [Include all persons to receive notice]

Miami-Dade County Public Schools
1450 N.E. 2nd Avenue
Miami, Florida 33132
Attention: Ms. Nazira Abdo-Decoster, Executive Director A/E Selection & Negotiations
Facsimile: 305-995-2050
Email: nabdo@dadeschools.com

9.1 Such address(es) designated in Section 9 above may be changed from time to time by either Party by serving written notices on the other Party. Notice(s) shall be effective upon receipt, or, when mailed, upon the third (3rd) day after the date of the postmark.

9.2 Changes in the following information for the ESCo after the Effective Date are required to be noticed to the Board within fourteen (14) calendar days of occurrence:

9.2.1 Firm name and/or business location (submit Department Business and Professional Regulation (DBPR) Certificate of Authorization and Municipal Business Tax Receipt(s));

9.2.2 Designated Principal(s) and/or Principal responsible to the Board, subject to the approval of the Board which shall not be unreasonably withheld;

9.2.3 Firm organizational entity and/or form of ownership; e.g. from Partnership to Corporation, acquisitions, mergers, etc. (submit Certificate of Authorization and Municipal Business Tax Receipt(s));

9.2.4 Sub-contractors or Sub-consultants, subject to the approval of the Board which shall not be unreasonably withheld; and/or

9.2.5 License or Business Status (e.g. loss of qualifier, suspension or shut down of business operations, etc.).

9.3 Incorporation by Reference of Certain Terms and Conditions of the GEPC - Except as specifically provided for herein, the following Sections and Sub-sections of the GEPC attached hereto are incorporated by reference as though fully set forth herein: Notwithstanding the foregoing, covenants within the foregoing referenced Sections that specifically address construction, procurement, installation, operation and maintenance of the ECMs are not included within such Sections.

9.4 Authority - Each Party represents that it has the power and authority to enter into this Agreement and perform its obligations hereunder and that this Agreement has been duly executed by each Party and constitutes that Party's legal, valid and binding obligation.

(signatures on next page)

IN WITNESS, WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement. This Agreement takes effect as of the Effective Date.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
Superintendent of Schools
or Designee

RECOMMENDED:

BY: _____
Jaime G. Torrens
Chief Facilities Officer

RECOMMENDED:

BY: _____
Michael G. Fox
Risk & Benefits Officer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Attorney for the BOARD (Print Name)

Attorney for the BOARD (Signature)

ESCo Name: _____

BY: _____
Witness (Print Name)

Witness (Signature)

BY: _____
Officer/Manager/Partner (Print Name)

Officer/Manager/Partner (Signature)

SEAL

LIST OF ATTACHMENTS (of the ATP)

A - Representative School Facility (School Profile)

B - Scope of Audit and Report Services

ATTACHMENT “A” (of the ATP)
(REPRESENTATIVE SCHOOL FACILITY)

(School Profile)

(Only short-listed firms will receive full information on the representative school)

END OF ATTACHMENT “A”

ATTACHMENT "B" (of the ATP)

SCOPE OF AUDIT AND REPORT SERVICES

The ESCo shall perform the IGEA in accordance with the Level 3 energy audit requirements of ASHRAE. The ESCo will prepare the Report that specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility (the "Report"). The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility as a result of the installation of the recommended ECMs. The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy savings for the Facility (i.e., accurate marginal cost for each unit of savings at the time the audit is performed; adjustments to the baseline to reflect current conditions at the Facility compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs, etc.). The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the ESCo's plan for installing or implementing the ECMs in the Facility, including all anticipated costs associated with such installation, implementation, and maintenance costs through the payback period. The primary purpose of the Report is to provide an engineering and economic basis for negotiating a GEPC between the Board and the ESCo; however, the Board shall be under no obligation to negotiate such a contract.

1.1 Audit Tasks - The ESCo shall perform the following tasks in conducting the Investment Grade Energy Audit and preparing the Report:

(a) Collect General Facilities Information

The ESCo shall collect general Facilities information such as: size, age, construction type, condition, maintenance records, and general use of the Facility. The ESCo shall also collect and summarize Facilities utility cost and consumption data for the most recent twenty-four (24) month period. The ESCo shall evaluate the impact on utility cost and consumption of any energy initiatives currently being installed or currently planned to be installed by the Board in the Facility which will remain separate from the Guaranteed Energy Performance Contract throughout the duration of this Agreement.

The Board shall make available (or cause its energy suppliers to make available) all available records and data concerning energy, fuel and water consumption for the Facility for the most current twenty-four (24) month period, if available, including: utility records; occupancy information; descriptions of any changes in the structure of the Facility or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consumption or energy and water saving equipment used in the Facility; any comfort problems, code deficiencies and description of energy management procedures presently utilized. The Board shall also make available a record of any energy related improvements or modifications that have been installed during the past three (3) years, or are currently being installed or are currently planned to be installed by the Board in the Facility separate from the energy service agreement throughout the duration of that agreement. The Board may provide, if available, copies of drawings, equipment logs and maintenance work orders to the ESCo.

(b) Analyze Existing Systems and Equipment

The ESCo shall compile an analysis based on a physical inspection of the major electrical and mechanical systems at the Facility including, but not limited to:

1. Cooling systems and related equipment;
2. Heating and heat distribution systems;
3. Automatic temperature control systems and equipment;

4. Air distribution systems and equipment;
5. Outdoor ventilation systems and equipment;
6. Kitchen and associated dining room equipment, if applicable;
7. Exhaust systems and equipment;
8. Hot water systems;
9. Electric motors 5 HP and above, transmission and drive systems;
10. Interior and exterior lighting, streetlights;
11. Laundry equipment, if applicable;
12. Building Envelope;
13. Water consumption end uses, such as restroom, locker room fixtures, water fountains, irrigation, etc.; and
14. Other major energy using systems, if applicable.

The analysis shall address the following considerations:

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

The ESCo shall conduct interviews with Facilities Operations and Maintenance staff regarding the Facility's mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

(c) Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

The ESCo may, upon recommendation by the Board, analyze loading, usage and/or hours of operation for all major end uses representing more than five percent (5%) of total facility's consumption including, but not limited to:

1. Lighting
2. Heating
3. Cooling
4. HVAC motors (fans and pumps)
5. Plug load
6. Kitchen equipment
7. Other equipment
8. Parking Lot/Playfield Lights
9. Water
10. Miscellaneous

Where loading and/or usage are highly uncertain, the ESCo shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the Board. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The ESCo shall consult with Facilities staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation. All spot measurement and/or short term monitoring may be done by a third party Measurement & Verification ("M&V") ESCo at the discretion of the Board.

Baseline Model - The ESCo shall develop the Baseline Model for the measurement of energy and water consumption of the Facility as currently configured (such current consumption levels referred to as "the Baseline") as

part of the Investment Grade Energy Audit. The ESCo and the Board shall mutually agree on the Baseline Model prior to final contract approval by the Board. The Baseline Model shall represent pre-existing energy consumption for all end uses within the building(s), not just those end uses affected by the ESCo's proposed Energy Conservation Measures.

The Baseline Model shall be developed with a whole building simulation approach using a software modeling program that is compatible with the Board's standardized software program, Trane Trace 700 Load Design, or equal, consistent with the State of Florida, Department of Management Services (DMS), Rule 60D-4.005, Florida Administrative Code (FAC). Projected energy consumption must be modeled using the same weather data and operating conditions as the established Baseline Model.

The Baseline Model shall reflect all energy-related effects of the current design features of the building(s) such as, but not limited to, quantity and type of glass, building orientation with respect to the physical site, overall wall and roof thermal resistance values, ventilation air requirements, humidity level, occupancy, and actual operating schedules. The Baseline Model shall incorporate the energy-related effects of all renovations and/or modifications to the building envelope, internal spaces, and energy-consuming systems subsequent to the date of original construction.

The Baseline Model shall be developed in accordance with the Federal Energy Management Program ("FEMP") Standards.

Baseline Calibration - The Baseline Model shall be developed and calibrated with the assistance of utility bill data for no less than the immediately preceding twenty-four (24) month period in order to develop an energy Baseline Model that is suitable for Board consideration. A detailed description of all existing Baseline conditions, development methods, calibration procedures, adjustments, and assumptions for each building must be provided.

(d) Develop List of Potential ECMs

The ESCo shall:

(i) identify and propose potential ECMs for installation or implementation at the Facility, including water conservation measures;

(ii) estimate the cost, savings and life expectancy of each proposed ECM; specify Facilities Operations and Maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;

(iii) provide analysis methodology, supporting calculations and assumptions used to estimate savings, which shall be based on the life cycle cost calculations described in section 255.255 of the Florida Statutes. Parties may reduce cost amount by grants, rebates, or capital funding. However, pursuant to Florida Statute 489.145 (4)(g), grants, rebates, or capital funding shall not be applied to life cycle cost calculations;

(iv) provide a life cycle cost analysis of at least three (3) alternate system/equipment schemes for potential ECMs that involve replacing major energy-consuming equipment in accordance with the *Florida Energy Modeling Program* available from DMS;

(v) calculate projected energy cost savings as the difference between Baseline energy costs and the costs that are expected to result from the proposed ECMs;

(vi) provide access to the computer simulation program files and all inputs and assumptions used, if requested by the Board;

- (vii) provide a preliminary commissioning plan for the proposed ECMs;
- (viii) provide detailed calculations for any rate savings proposals;
- (ix) provide detailed supporting calculations for any proposed maintenance or other operational savings; however, these benefits will not be incorporated into the saving formula to determine project savings-investment-ratio and/or payback period;
- (x) estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.); however, these benefits will not be incorporated into the saving formula to determine project savings-investment-ratio and/or payback period; and
- (xi) comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis for all proposed ECMs.

(e) Select Final Recommended ECMs

The ESCo shall, in consultation with the Board, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility.

(f) Establish M&V Methods

M&V of cost savings shall be performed using a methodology from the Association of Energy Engineers (AEE), International Performance Measurement and Verification Protocol (IPMVP) standards, and a Certified Measurement and Verification Professional (CMVP), and account for actual savings as required in § 489.145(3)(d)(2) Florida Statutes. Actual savings are to be measured against the Baseline in the ESCo's Semi-Annual Reconciliation. The ESCo shall state which of the following Measurement & Verification (M&V) protocols will be used in the ESCo's Annual Reconciliation:

- Method A Key Parameter Measurement
- Method B All Parameter Measurement
- Method C Whole Facility
- Method D Calibrated Simulation

Stipulated savings from maintenance or outside contracts shall show the origin and signed agreement of acceptance by the Board.

Only verifiable data will be accepted. Degree Day and related data sources shall be identified and agreed to in the audit document.

All M&V Methods - The ESCo Auditor and Board shall agree to the exact M&V protocol for each audit on an individual ECM basis and stipulate it in the Audit.

Each Audit - Each audit shall include the names of the ESCo Auditor, Board, and review person(s) as well as the phone number, email address, and credentials of each team member.

(g) Provide Cost and Fee Estimates

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

1. engineering/design costs for individual ECMs;
2. ESCo/vendor estimates for individual ECM material and labor unit costs;
3. company construction management fees for the project;
4. overhead and profit;
5. commissioning costs for individual ECMs;
6. contingency costs;
7. initial training costs;
8. annual service fees including:
 - measurement and verification
 - maintenance
 - performance monitoring
9. ongoing training services; and
10. other costs/fee (specify).

(h) Develop Savings Estimates

The Board has endeavored to provide the ESCo with sufficient general and specific guidance in this Article 1.2 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the ESCo shall seek written guidance from the Board. Board's rejection of certain calculations of savings or rejection of certain items as allowable savings in the Report shall be at the risk of the ESCo.

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

- Board material/commodity cost;
- Outside maintenance labor cost (if applicable);
- Agreed escalation rates¹ for electricity;
- Agreed escalation rates for water;
- Agreed escalation rates for material/commodity cost savings;
- Agreed escalation rates for allowable labor savings.

The following items will also not be allowed as savings or in the development of savings without prior Board approval:

- Board in-house labor cost;
- Board deferred maintenance cost;
- Offset of future Board capital cost.

(i) Deliver the Report

The ESCo shall complete and deliver the Report to the Board by sixty (60) days from the Effective Date of this Agreement, in the following format:

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

- (i) An executive summary which describes the Facility, ECMs evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each ECM;
- (ii) A discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed;
- (iii) A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings;
- (iv) Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues;
- (v) Detailed description of maintenance plan and warranty for each ECM;
- (vi) Conclusions, observations and caveats regarding cost and savings estimates;
- (vii) Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

END OF ATTACHMENT "B" (OF EXHIBIT "K")

EXHIBIT "L"

INVESTMENT GRADE ENERGY AUDIT TECHNICAL REVIEW FORM



Miami-Dade County Public Schools
GEPC Services
INVESTMENT GRADE ENERGY AUDIT
TECHNICAL REVIEW FORM

PROPOSER (ESCO PRIME):	SURVEY DATE: _ / _ / _	IGEA SUBMITTAL DATE: _ / _ / _
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SCHOOL SITE:	RFQ #:
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EVALUATION OF PRIME

TYPE OF CONSULTANT:	NAME OF CONSULTANT:	CREDENTIALS:
Architecture		
Mechanical Engineering		
• Energy Engineering		
• Measurement & Verification		
• Certified Measure & Verification Prof.		
Electrical Engineering		
Structural Engineering		
Civil Engineering		
Construction (Pre-qualified)		
Other: _____		

FACTORS:		RATE	MULT	SCORE	COMMENTS:
1	ECM Quantity and Type				
a	Quantity and type of viable ECMs (Max. 10 Pts.)		2		
2	ECM Quality and Relevance				
a	Quality of viable ECMs (Max. 3 Pts.)		2		
b	ECMs are clearly explained (Max. 3 Pts.)		2		
c	ECMs meet M-DCPS Design Criteria & SREF standards (Max. 4 Pts.)		2		
3	Technical Approach & Strategic Integration of Technologies				
a	LCCA to arrive at the forecasted project savings (Max. 3 Pts.)		3		
b	Approach to integration of proposed equipment/control systems with existing systems (Max. 3 Pts.)		3		
c	Approach to providing energy management solutions, data mining application, & dashboards/information delivery system (Max. 2 Pts.)		3		
d	Inclusion of latest technologies available and reasoning for implementing new technologies (Max. 1 Pt)		3		
e	Alternative solution that may exceed the established capital re-coverage period. (Max. 1 Pt.)		3		

FACTORS:		RATE	MULT	SCORE	COMMENTS:
4	Measurement & Verification (M&V) Program				
a	M&V methodology based on International Performance M&V Protocol (IPMVP) and in accordance with GEPC and RFQ (Max. 5 Pts.)		3		
b	Baseline adjustment methodology (Max. 2 Pts.)		3		
c	Savings performance reporting plan (Max. 3 Pts.)		3		
5	Commissioning Program				
a	Commissioning Plan for all proposed and existing equipment (Max. 10 Pts.)		1		
6	Maintenance & Training Plan				
a	Maintenance Plan during the contract period (Max. 6 Pts.) i. 4 points = in house facilities addressed ii. 2 points = sub-contract facilities addressed		1		
b	Training, documentation and start-up process for turning over proposed equipment to District Maintenance personnel (Max. 4 Pts.)		1		
7	Financial Approach & Methodology				
a	Project Savings-to-Investment Ratio (SIR) and cash flow analysis per RFQ requirements (Max. 4 Pts.)		3		
b	Cash flow Analysis for each viable ECM (Max. 4 Pts.)		3		
c	179 D Energy Efficiency Tax Deduction Methodology (Max. 2 Pts.)		3		
TOTAL (Max. 150 Pts.)					
Notes:					
Evaluator # 1 (Print Name):		Signature:		Date ___/___/___	
Evaluator # 2 (Print Name):		Signature:		Date ___/___/___	
Evaluator # 3 (Print Name):		Signature:		Date ___/___/___	
Evaluator # 4 (Print Name):		Signature:		Date ___/___/___	
Checked by (Print Name):		Signature:		Date ___/___/___	

Note:

1. This form is for reference purpose only.
2. This form is subject to change without notice.

FM-7732 (10-18)

END OF EXHIBIT "L"

MIAMI-DADE COUNTY PUBLIC SCHOOLS ANTI-DISCRIMINATION POLICY *Federal and State Laws*

The School Board of Miami-Dade County, Florida adheres to a policy of nondiscrimination in employment and educational programs/activities and strives affirmatively to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin.

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender.

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

The Equal Pay Act of 1963 as amended - prohibits gender discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled.

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions.

Florida Educational Equity Act (FEEA) - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.

Florida Civil Rights Act of 1992 - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status.

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) - prohibits discrimination against employees or applicants because of genetic information.

Boy Scouts of America Equal Access Act of 2002 – no public school shall deny equal access to, or a fair opportunity for groups to meet on school premises or in school facilities before or after school hours, or discriminate against any group officially affiliated with Boy Scouts of America or any other youth or community group listed in Title 36 (as a patriotic society).

Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.

In Addition:

School Board Policies 1362, 3362, 4362, and 5517 - Prohibit harassment and/or discrimination against students, employees, or applicants on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, citizenship status, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Revised: (08-17)