SM

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM ~~12C~~
DATE ~~8/8/11~~

COUNCIL ITEM ~~12B~~
DATE ~~8/15/11~~

Meeting Date: August 8, 2011

Public Hearing ____ Ordinance ____ Resolution ____ Motion X

COUNCIL ITEM 12A
DATE 9/19/11

Item: 20110058 PSL Energy Audit

Recommended Action:

1) Approve the evaluation committee shortlist #1- BGA Inc., ConEdison, #2- Honeywell Building Solutions, #3- Florida Power and Light and to enter into a contract with BGA Inc., ConEdison to perform an investment grade audit. The investment grade audit is a comprehensive, time consuming, and expensive audit for the firm and may take several months to complete. Therefore, a substantial amount of staff time is also expended. It is important for City Council to realize that the investment grade audit is performed at no expense to the City, however, by entering into the attached contract that the City is in essence agreeing in good faith to negotiate a final contract with BGA Inc., ConEdison for energy savings.

Exhibits: Department memo attached [ ] yes [ ] no

Copies of the Bid tabulation Report, Specifications, submitted Bid proposals and Contract.

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information: The City as per Florida Statue 489.145 issued a Letter of Interest to all firms pre-approved by the State of Florida to perform an energy audit for the City. The purpose of this audit is to provide information on energy savings opportunities at all City facilities including traffic and street lighting structures. It will be at the City's discretion which projects are selected to implement and which method is used for financing. Each firm can provide a turnkey operation and the City has the option for payment by percent of savings to the firm or direct payment whichever provides the best value to the City. The City received four proposals. The evaluation committee met on June 14, 2011, at 3:30 P.M. and scored and ranked as follows, #1 Honeywell, #2 BGA, #3 FPL and #4 Energy Systems. The committee decided to conduct Questions and Answers from the 3 top firms on July 20, 2011 at 1 P.M. After interviews the committee selected BGA Inc., Con Edison as the #1 firm to enter into contract for the investment grade audit.

RECEIVED
JUL 26 2011
City Manager's Office

The need for the above is:
Purchase is not a replacement.
There is no expense for the investment grade audit.

Director of OMB concurs with award: ____ City Manager concurs with award: ____

RECEIVED

Department requests 0 minutes to make a presentation.

JUL 26 2011

Submitted by: Committee
City Manager's Office

Date Submitted: 7/25/11

PORT ST. LUCIE CITY COUNCIL
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JUL 26 2011

Submitted by: Committee
City Manager's Office

Date Submitted: 7/25/11

ENERGY AUDIT AGREEMENT

This Energy Audit Agreement ("Agreement"), executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and telephone #, Fax number hereinafter called "Company", party of the second part, (each a "Party" and collectively the "Parties").

Whereas, the Company is party to the state term contract procured by the State of Florida, Department of Management Services, ITN No. DMS 973-320-08-1, Comprehensive Energy Strategy, which enables the Company to perform work under the Guaranteed Energy Performance Savings Contract Act, codified at section 489.145 of the Florida Statutes; and

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

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

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

Therefore, the Parties agree as follows:

Article 1: Scope of Energy Audit

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

installing or implementing the ECMs in the Facility(s), including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating an Energy Performance Contract between the City and the Company; however, the City shall be under no obligation to negotiate such a contract.

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

A. Collect General Facility(s) Information

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

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

B. Analyze Existing Systems and Equipment

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

1. Cooling systems and related equipment
2. Heating and heat distribution systems
3. Automatic temperature control systems and equipment
4. Air distribution systems and equipment
5. Outdoor ventilation systems and equipment
6. Kitchen and associated dining room equipment, if applicable
7. Exhaust systems and equipment
8. Hot water systems
9. Electric motors 5 HP and above, streetlights,transmission and drive systems
10. Interior and exterior lighting

11. Laundry equipment, if applicable
12. Building Envelope
13. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
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 Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings appropriate measurements are required unless waived by the City); and

2. current operating condition for each system.

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

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

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

1. Lighting
2. Heating
3. Cooling
4. HVAC motors (fans and pumps)
5. Plug load
6. Kitchen equipment
7. Other equipment
8. Street Lights
9. Miscellaneous

Where loading and/or usage are highly uncertain, the Company shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the City. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The Company shall consult with Facility(s) staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

Baseline Development: The Company shall develop the City's Baseline model as part of the Audit. The Company and the City shall mutually agree on the Baseline model prior to final contract approval by the City. 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 Company's proposed Conservation Measures.

The Baseline model shall be developed with a whole-building simulation approach using one of the following commercially-available energy simulation software packages:

- Carrier HAP
- Trane TRACE
- Elite (EZDOE)
- DOE-2 and variations (requires prior City approval)

The Company shall use the same energy simulation software to develop the projected energy cost savings that was used to develop the Baseline. 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 recommendations and methods promulgated by professional societies and governmental organizations such as:

- *The Federal Energy Management Program's M&V Guidelines: Measurement and Verification for Federal Energy Management Projects v.3.0*
- *The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)*

Baseline Calibration: The Baseline model shall be developed and calibrated with the assistance of utility bill data for no less than the immediately preceding 24-month period in order to develop an energy baseline model that is suitable for City 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 Company shall:

1. identify and propose potential ECMs for installation or implementation at the Facility(s), including water conservation measures

2. estimate the cost, savings and life expectancy of each proposed ECM; specify Facility(s) operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;

3. 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 financing amount by grants, rebates, or capital funding. However, pursuant to Florida Statute 489.145 (4)(j), grants, rebates, or capital funding shall not be applied to life cycle cost calculations.

4. 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 (FEMP)* available from DMS.

5. calculate projected energy cost savings as the difference between Baseline energy costs and the costs that are expected to result from the proposed ECMs.

6. provide access to the computer simulation program and all inputs and assumptions used, if requested by the City.

7. provide a preliminary commissioning plan for the proposed ECMs

8. provide detailed calculations for any rate savings proposals

9. provide detailed supporting calculations for any proposed maintenance or other operational savings;

10. estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.)

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

F. Establish Measurement & Verification Methods

Measurement & Verification of cost savings shall be performed using a methodology from *The Federal Energy Management Program's M&V Guidelines: Measurement and Verification for Federal Energy Management Projects v.3.0* 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 Company's Annual Reconciliation. The Company shall state which of the following Measurement & Verification methods will be used in the Company's Annual Reconciliation:

- Method A: Stipulated savings from maintenance or outside contracts shall show the origin and signed agreement of acceptance by the City.

- Methods B, C, and D: Only verifiable data will be accepted. Degree Day and related data sources shall be identified and agreed to in the audit document.

- All Measurement & Verification Methods: The Auditor and City shall agree to the exact Measurement & Verification method for each audit on an individual CM basis and stipulate it in the Audit.

- Each Audit: Each audit shall include the names of the Auditor, City, 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 Company shall provide detailed estimates of all costs and fees associated with the installation and implementation of the ECMs including:

1. engineering/design costs for individual ECMs
2. contractor/vendor estimates for individual ECM 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
   - ongoing training services
9. other costs/fee (specify)

H. Develop Savings Estimates

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

The following items will be allowed as savings or in the development of savings:[1]
- City material/commodity cost

[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 contract. The base rate value for each fuel and water unit shall not devalue in the event of any rate decrease.

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

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

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

I. Deliver the Report

The Company shall complete and deliver the Report to the City by _____,ninety (90) days from the effective date of this Agreement), in the following format:

1. An executive summary which describes the Facility(s), ECMs evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each ECM.

2. A discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.

3. A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.

4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.

5. Conclusions, observations and caveats regarding cost and savings estimates.

6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

Acceptance of the Report by the City if ECMs are Feasible. The City shall conduct and complete a technical review within sixty (60) days of its receipt of the Report, unless otherwise stated in Attachment A. The City shall accept the Report if the recommended ECMs are feasible and the projected energy cost savings are equal to or greater than the total projected costs of the design and installation of the recommended ECMs. If the City determines that one or more of the recommended ECMs is not feasible, the City shall give the Company written notice of any

and all said objections, in detail, within thirty (30) days after completing its technical review of the Report. The Company shall correct the Report and submit a revised draft within twenty-one (21) days of said notification. The City shall have thirty (30) days from receipt of the revised Report to notify the Company if any objections have not been corrected. This re-submission process shall continue until (1) the date all material concerns are resolved and the Report is accepted, or (2) the dispute is otherwise resolved.

Article 2: Energy Performance Contract

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

Article 3: Payment

The Parties understand and intend that the Company's costs for services performed under this Agreement (1) shall be included in the total project cost, (2) shall not be paid for under this Agreement, and (3) shall be paid for only under the Energy Performance Contract, if any, from savings generated by implemented ECMs. The Company is undertaking work under this Agreement in consideration of the City's good faith intention to negotiate the Energy Performance Contract with the Company. The Company understands and agrees that payment to it is contingent upon realization of energy cost savings being equal to or greater than the total cost of the design and installation of the Company's recommended ECMs. The Company further understands that the City may implement all or part of a recommended EMC without liability to the Company (or its subcontractors or suppliers) if there are extenuating circumstances (e.g., a sudden or imminent equipment failure) and the City would have taken similar measures regardless of the Company's recommendation.

Article 4: Termination

A. By Company:

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

(i) It determines that it cannot guarantee a minimum amount of energy and cost savings through the implementation of an energy performance contracting project at the Facility(s); or

(ii) It determines that even though it can guarantee a minimum amount of energy and cost savings in energy costs, that amount would be insufficient to cover the costs

associated with performing this analysis, installing ECMs and related maintenance and monitoring services.

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

B. By City:

The City may terminate this Agreement:

(i) If the Company fails to complete the Energy Audit and deliver the Report to the City within the time established in Article 1, above; or fails to obtain a written extension of that time from the City. Termination under this subsection B (i) shall be effective upon the Company's receipt of written notification from the City that the deadline for submission of the Report has passed. The Company shall provide the City with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

(ii) If, prior or subsequent to the completion of the Energy Audit, the Company notifies the City in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon the Company's receipt of written notification from the City. The Company shall provide the City with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

(iii) The City may terminate this Agreement with or without cause by giving the Company a thirty (30) days notice in writing.

Article 5: Standard Terms and Conditions

Section 1. Agreement Term

This Agreement term shall commence on _____ and end on _____, unless earlier terminated pursuant to the provisions of Article 4 hereof.

Section 2. Appropriations

The Company acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Council. The Company agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

Section 3. Materials, Equipment and Supplies

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

Section 4. Subcontractor Disclosure

As of the execution date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement:

[subcontractor]
[address]

If, during the term of this Agreement, the Company retains subcontractors to perform work pursuant to this Agreement who were not disclosed, the Company shall so notify the City in writing. The City retains the right to accept or reject any subcontractor without cause.

Section 5. Patent and Copyright Responsibility

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

Section 6. Indemnity and Insurance
The Company agrees to assume all risk of loss and to indemnify and the City and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to or destruction of property because of the Company's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the City, the City shall give prompt written notice thereof to the Company and the Company shall have the right to compromise or defend the same to the extent of its own interest. The Company further agrees to maintain adequate insurance to protect the City against such risks. The Company also agrees to indemnify and hold the City harmless should any goods or services provided by the Company infringe upon the patent, copyright or trade secret of another. As consideration for this indemnity provision the Company shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work.

The Company shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Company are not intended to and shall not in any

manner limit or qualify the liabilities and obligations assumed by Company under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

The Company shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis.

Commercial General Liability insurance issued under an Occurrence form basis, including General liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance CG2026 under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Company's and fellow employees. General Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port

St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Agreement #**20110058** shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Agreement, to exceed the above limits, the Company shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent Contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Company shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Company does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Company to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Company shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Agreement to waive subrogation without an endorsement then Company shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Company enter into such a Agreement on a pre-loss basis.

It shall be the responsibility of the Company to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Company for any and all claims under this Agreement.

The Company may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."All deductible amounts shall be paid for and be the responsibility of the Company and/or any subcontractor for any and all claims under this Agreement

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

Section 7. Personnel

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

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

Section 8. Compliance with Applicable Law

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

Section 9. Waivers

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

Section 10. Assignment
Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld

Section 11. Capacity to Agreement
Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the Agreement. The Company warrants that it is in good standing and legally authorized to transact business in Florida. The Company warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Company's ability to satisfy its Agreement obligations. The Company warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Company shall immediately notify the City in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Section 12. Confidential Information
Each Party may have access to confidential information made available by the other Party (see particularly, but not exclusively, subsection 119.07(ee) and section 119.071 of the Florida Statutes). Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the City will be governed by the Public Records Act, chapter 119 of the Florida Statutes.

Section 13. Convicted or Discriminatory Vendors

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

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

consultant under a Agreement with any public entity; and may not transact business with any public entity.

Section 14. Project Management

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

[City]
[address]
[telephone]
[facsimile]
[email]

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

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

Section 15. Modification of Terms

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

Balance of Page Left Blank

IN WITNESS WHEREOF, the parties have executed this Agreement at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

_____

Mr. Jerry A. Bentrott, City Manager

ATTEST:
By:

_____

City Clerk

By:_____

State of: Florida
County of: St. Lucie
Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2011.

_____

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

Q & A Minutes
LOI #20110058 – PSL 2011 Energy Audit
July, 2011 at 1-3 P.M.

The evaluation committee met on July 19, 2011 at 1:00 P.M. Room 188, 121 SW Port St. Lucie Blvd., Building A, Port St. Lucie, Florida, and conducted question and answer session with the 3 topped scored firms.

Cheryl Shanaberger, Deputy Director of the Office and Management opened the meeting at 1 P.M. Cheryl requested all present to please sign in. Cheryl then introduced the committee members, Brain Craft, Bryant Harrison and Brad Macek. Also Jim Kawa was present from the Utilities Department to also ask questions however, he had no vote on the committee. Cheryl also stated that due to medical issues Paul Johnson was removed from the committee. Each firm drew numbers to determine the order of the Question and Answer session. The firms were in the following order:

Honeywell Building Solutions
BGA Inc., ConEdison
Florida Power & Light

Honeywell Q & A:
Q: What is your expertise and knowledge of utilities water & wastewater and what areas would they look at for savings? Honeywell responded that they would look at the scada, chemical and all processes including the sludge. They have experts in all of these areas.

Q: What is your expertise with wind and solar? They have no large grid systems but they have many systems for smaller facilities. These systems depend on economics and the payback time. Their experts would look at all the options including wind, solar and other methods and provide the analysis to see which one is the most viable. Several of these options are in the original proposal.

Q: What are your ideas for thermal storage? It could be viable and we have done some thermal systems in South Florida and at the airport in Tallahassee. They would look at the demand signal and the pricing. They are working on a project in Miami.

Q; What is your experience with automated control systems? Honeywell not only has this ability but they also are the manufacturer so it would provide better pricing. The EDI system is capable of being integrated with all systems so no need to update or change current system. The platform is open based. The automated demand response is an independent vendor. Honeywell will look at the best way to save cost plus lower energy consumption which may or may not include thermal storage.

Q; What is your experience with automated meter readers? Honeywell is the leader in AMR and AMI. Meters can be retrofitted and Honeywell has the system software in house. Also, their technology will not lose any data. Honeywell did a large retrofit project for Broward and because

of their experience there was no interruption of business. The automatic controls may be several per building and yet still have a central control for all data like their project in Lakeland.

BGA Inc., ConEdsion Q & A:

Q; What are you doing at Torrey Pines? We are doing a chiller plant, repiping, retrofit and ventilation.

Q; What about VGIT? Energy Consultant and conducting an audit.

Q; What is your experience in Thermal Plants? BGA are experts in design for these plants and have projects in Ebor City and central Florida. However, we do not feel a large plant is the best for the City at this location. Currently all your buildings already have chillers. Only the PD does not. Therefore, it may be more cost effective to use the chillers at each facility instead of building a system for the entire complex.

Q: What about lighting? We have many products for street lights that may be more cost effective than LED. In St. Petersburg we used inductions. Another option is to just change out the light bulbs. Also there may be an opportunity for savings in the reflectors. Occupancy control is the best method and there are rebates we are aware of. We have the knowledge, technology and experts on staff including the engineers that can research and provide the analysis to look at all the different methods and then determine the best cost effective solution for the City. It is also important to look at not only the modification to the system but also the support of the system. The modification is only as good as the support. Our staff also has the knowledge to research wind and solar and then report to you the options and if the return is a viable solution.

Q; What is your solar experience? BGA is the largest in the nation and has done utility scale projects. We see potential at some of your large acre sites and even lift stations. We also have projects related to treatment facilities. We have the purchasing power and the expertise in this area.

Q: What is your experience with Utilities and are you proposing using DVR's at utilities? Yes BGA feels this would be a quick and easy solution that will provide a cost savings. We have completed several water and waste water projects. In review of your operations as you can see on the board we would partner with BCR and that would save on your processing cost for sludge and expense for chemicals. This would result in lowering the power consumption at both wastewater facilities and also lower chemical cost.

Q: What about automatic meter readers? BGA is very involved in this technology. Our experts in this field would look at your current data and provide an analysis to use for decisions on changes.

Q; Do you provide a turnkey project? Yes BGA has engineers in house and we can provide a seamless approach to deliver the projects like the thermal plant system we are doing now in Miami.

Q: So, those buildings are spread out and our complex is right here? Yes, but those buildings in Miami were built with the loop. Therefore, the expense is much less. It is possible to have a thermal plant located somewhere on your property, however, it would probably be more cost effective to use the individual chillers you have at each building now.

Q: Looks like you are doing a job for Ft. Pierce? No, we were only stating that I would be the project manager for the City.

Q: Looks like you have a lot of projects in this area and in Florida, including medical? Yes, I have been with BGA for eight years and we have completed many projects in this area including the hospitals. We also have completed projects for the Post Office including Fort Pierce.

Q: How many times have you had to write a check for not meeting the guarantee?

BGA only once.
Honeywell, We have done over 500,000 projects and have given back less than 2%.

Florida Power and Light:

Q: What is your experience with utilities you did not mention any in your proposal? FPL completed a utility project in Collier County. We have the experience to incorporate variable technology to any project.

Q: What is you experience in automatic meter readers? Our organization has knowledge in this area and would research consolidation or resources. FPL would be able to offer cost savings since engineering design would all be completed in house. Also, FPL understands the rate structure which in many projects is left out of the calculations.

Q; What is your experience in thermal plants? FPL has worked on these projects and we would look at demand side management. We have 25 years experience in this area and it is important to look at the demand advantages and rate structure to understand the peak areas and the rate curves. FPL would look at consolidation of meters and HVAC systems.

Q: What would be your approach to our street lighting? There is 2200 street lights and FPL would look at retrofits, GE products and LED. FPL would research the cost, life cycle and the return on the investment.

Q: What about poor quality power? FPL does not charge for poor quality power. However, FPL will have a team to inspect infrastructure and check the power. Also, FPL will do the bids and will provide local service providers for the products.

The Committee reviewed their individual scores and discussed that all firms were fully capable of providing a productive and useful energy audit. All agreed that the proposal from Honeywell was very thorough. However, BGA demonstrated many specific ideas for the City to implement. The committee discussed the experience BGA had of the implementation of large solar power projects. This would fit in with the City's desire to research a solar system at the Glades

Wastewater Treatment site where there is 250 acres available for this type of application. Also, only BGA suggested working with BCA on methods to change the wastewater sludge process that would reduce overall electric consumption and reduce chemical use. The committee recommended the following ranking for City Council approval:

#1 BGA Inc., ConEdison
#2 Honeywell Building Solutions
#3 Florida Power & Light

The meeting was adjourned at 2:55 P.M.

LOI PSL 2011 Energy Audit
Evaluation Commitee Individual Scores

		BC		BH		BM		PJ		TOTAL	Rank
BGA Inc.,ConEdison											
Criterion	WTG	Points	Total	Points	Total	Points	Total	Points	Total		
Experience	8	4	32	4	32	3	24	4	32		
Experience with City	2	4	8	5	10	3	6	3	6		
Assigned Staff Qualifications	4	4	16	5	20	3	12	4	16		
Certified Minority	1	1	1	1	1	1	1	1	1		
Innovative approaches	4	3	11	5	19	3	11	4	15		
Location of firm, office staff	2	3	6	4	8	3	6	4	8		
Total			74		90		60		78	224	
Ranking		2		1		2		1			
		BM		BH		GO		MO		TOTAL	Rank
Energy Systems											
Criterion	WTG	Points	Total	Points	Total	Points	Total	Points	Total		
Experience	8	4	32	3	24	3	24	3	24		
Experience with City	2	4	8	0	0	3	6	0	0		
Assigned Staff Qualifications	4	4	16	4	16	2	8	3	12		
Certified Minority	1	0	0	0	0	0	0	0	0		
Innovative approaches	4	3	11	3	11	2	7	2	7		
Location of firm, office staff	2	3	6	4	8	3	6	5	10		
Total			73		59		51		53	183	
Ranking		4		4		3		3			
		BM		BH		GO		MO		TOTAL	Rank
FPL											
Criterion	WTG	Points	Total	Points	Total	Points	Total	Points	Total		
Experience	8	4	32	5	40	3	24	4	32		
Experience with City	2	4	8	4	8	3	6	3	6		
Assigned Staff Qualifications	4	3	12	4	16	3	12	4	16		
Certified Minority	1	1	1	1	1	1	1	1	1		
Innovative approaches	4	3	11	3	11	3	11	3	11		
Location of firm, office staff	2	5	10	5	10	3	6	4	8		
Total			74		86		60		74	220	
Ranking		2		2		2		2			
		BM		BH		GO		MO		TOTAL	Rank
Honeywell Building Solutions											
Criterion	WTG	Points	Total	Points	Total	Points	Total	Points	Total		
Experience	8	4	32	2	16	5	40	5	40		
Experience with City	2	5	10	1	2	4	8	1	2		
Assigned Staff Qualifications	4	5	20	4	16	3	12	3	12		
Certified Minority	1	1	1	1	1	1	1	1	1		
Innovative approaches	4	4	15	4	15	5	19	4	15		
Location of firm, office staff	2	5	10	4	8	3	6	4	8		
Total			88		58		86		78	232	
Ranking		1		3		1		1			

LOI PSL 2011 Energy Audit
Evaluation Commitee Individual
Scores

		BC		BH		BM		PJ		TOTAL	Rank
	Total										
BGA Inc.,ConEdison	**224**	2		1		2		1			
Energy Systems	183	4		4		3		3			
FPL	**220**	2		2		2		2			
Honeywell Building Solutions	**232**	1		3		1		1			
Committee did not re-score for group score											
Committee selected 3 firms for Q & A on 7/20/11 at 1-3 PM Room 188:											
Honeywell Building Solutions											
BGA Inc., Con Edison											
Florida Power & Light											

Q & A ATTENDANCE
LOI #20110058
PSL 2011 Energy Audit
July 20, 2011 @ 1:00:00 PM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	Brent Bradley	Honeywell
3	[illegible]	Honeywell
4	Chris Hill	Honeywell
5	Rob Hartmann	Honeywell
6	Brian Craft	City of PSL Building
7	JEFF STOKES	CONEDISON SOLUTIONS
8	GENE BRESSLER	ConEdison Solutions
9	ROB RISVEY	FPL SERVICES
10	DEAN TRAMONTANA	FPL SERVICES
11	André LeBlanc	ConEdison Solutions
12	LARRY CLARK	" "
13	Mike Taylor	Honeywell
14	Jim Kawa	PSLUSD
15	Brad Marek	PSLUSD
16	BRYANT HARRISON	PSL BUILDING
17	Nancy Flickinger	FPL
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Evaluation ATTENDANCE
LOI #20110058
PSL 2011 Energy Audit
July 6, 2011 @ 2:00:00 PM

	Name (Please PRINT Legibly)	Company Name Or Entity
1	Cheryl Shanaberger	City of PSL-OMB
2	Brad Macek	City of PSL - Utility
3	LARRY CLARK	CONED SOLUTIONS TEAM
4	Paul Johnson	City of PSL - Engineering
5	Karen Bazzett	City of PSL - OMB
6	Brian Craft	Park + Rec Buildmaint
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Evaluation Committee Meeting
20110058 – LOI PSL 2011 Energy Audit
July 6, 2011

Good afternoon. This is the Evaluation Committee for the RFP for 20110058 and this is for PSL 2011 Energy Audit Project. Committee Members are: Brian Craft, P&R; Paul Johnson, Engineering; Brad Macek, Utilities and Bryant Harrison, Building Dept. (Bryant is not present today and we will try to conference him via telephone). We have tried calling twice unsuccessfully.

There is a sign-in sheet; please sign in. I will pass out your individual score sheets and the tally of the individual scores so that you can look those over. I have received all of the Participation Agreements signed and initialed. Let's try Mr. Harrison again and left a voicemail with the conference room telephone number.

As you can see, we have on page 2, the scores, ranking the proposers. You can see how each of you has ranked them. Sometimes the rankings are just as important as the scores themselves. The purpose of this committee is to determine today the short list who we want to interview. You may interview all 4 or top 3. That is your decision as a committee. Afterwards, we will conduct Questions and Answers that we can address to them to try to find out more details that are more specific to our particular needs to see if any one company would better suit our needs. Today you will decide if it will be all of the firms or just three for interview.

Do you want to discuss how you scored or any discrepancies in scoring? The reason that you will see people with ranking of 1 twice is because the scoring was exactly the same. If you scored two people at 90, and that was the top score, I ranked them both 1. It may look like an error. I think that happened to Paul because he had BGA and Honeywell Building Solutions ranked as #1 and listing no #2 and skipped #4 listing. As you can see Honeywell has not always scored well but was ranked #1 by everyone by Bryant Harrison who isn't here to tell us why he had them ranked #4. BGA scored all #1 and #2 and FPL scored #2 across the board. It is the committee's decision if they want to interview 3 firms or 4.

Brian: I would say interview all 3 because you can't leave FP&L out even though they received no #1 ranking but they got all #2s and that's FPL and we should give them the benefit of the doubt. I like Honeywell as they put their project together it showed they had a great support system within their company and lots of resources to pull from where the other ones didn't get that detailed. I felt Honeywell showed the details and showed their plan on how they would proceed with everything. They have a very large company and could handle a lot.
Paul: It seemed that they had a lot of experience with different aspects that the City would be interested in.
Brian: Yeah, not just one thing. I forget which one actually...was it Honeywell that did the wind turbines or was it ConEdison? One of them, ConEdison did wind turbines in Hollywood. We have the solar array at the Civic Center. It loses every year. Wind is wind and you aren't relying on a solar panel that will go bad. It's just going to keep turning and turning.
Paul: Especially during the winter time when you have the steady winds. It makes sense.
Brad: I liked Honeywell just from my side on the Utilities. They are the only ones that really addressed specific plants, chemicals and savings. I thought their package was awesome. Electrical, we have so much that is new and the automatic read meters are part of the two things and Honeywell was very extensive on the Utilities side.
Paul: They had great water and wastewater improvement experience.
Brad: I know ConEdison addressed plants and distribution but there is no detail. They just stated it.
Brian: I thought Honeywell's package was more detailed than what ConEdison did.
Brian: One of the things for me, as an electrician, everything that they've talked about, I've done. We've done much already; whether it's changing out fluorescent ballasts to more energy efficient....we've done pretty much all of that. As new things come out we are always looking...especially when things are bad, to be a little more energy efficient. As we go we just try to update as we go so there's no real huge jump for us. I remember years ago before I came here, James said that he had 6 months of changing out every ballast in the City on overtime from T-12s to T-8s. That's already done. In all of our buildings, you can't even find a T-12 ballast now. There's really not much with lighting.
Cheryl: But there might be with ice plants and things with the HVAC side.
Brian: The chiller side, right. The only thing that I would say is, is it cost effective to rip out new equipment?
Paul: I think that's what it's all about, evaluating the current facilities and see if there is anything.
Brian: The only thing that none of them put down was how much it cost to install it.
Cheryl: They can't do that yet.
Brian: For what they did for the other firms. You saw, they saved a couple hundred thousand dollars, okay, but what was the initial cost. How long do you wait to actually see the savings? Does the equipment last that long? I could see putting in something new if you had the a/c's get hit by a huge bolt of lightning and insurance money pays and it doesn't cost a thing. I've talked to people lots of

times about putting in LED in their whole facility, asking how much it cost. They'd say $100,000 and I'll ask when will you see the savings and they'll answer 30 years. It will go bad by then right? Well...
Paul: We looked at the same thing when we were looking at LED street lighting.
Brian: It's just, where's the savings?
Cheryl: Where you will find savings is changing the way you operate and where there is political will to reduce our lighting, decrease the temperature in our buildings; maybe taking certain areas of our building and making them self-sufficient so that whole building does not have to be the same temperature, but just that one room that houses that piece of equipment.
Brian: A lot of that is already being done with all of the DVRs, there is separate a/c'd areas. The parking garage at the Civic Center has its own unit.
Cheryl: How about at the utility plants?
Brad: As far as temperature control? Just the Admin Building; we have it drop down on weekends.
Cheryl: But you don't have certain sections that require more equipment to be able to get those cooler than the rest?
Brad: We have server rooms that we have designated air conditioning systems for.
Cheryl: Okay, back to the subject. Do you want to eliminate Energy Systems and just interview the 3 or interview all 4.
Brad: I'm fine with 3 of them.
Cheryl: There is a big drop; they didn't even make 200 points.
Brad: We are all pretty consistent in scoring.
Cheryl: We would get everyone's top ranked firms.
Brad: Are you doing Q&A on the 13th? I won't be here.
Brian: I won't be here either; I'll be in St. Augustine.
Discussion about best date for everyone for Q&A. Cheryl will send out an email, picking a date and see when they can do it and she will have to re-advertise the date for the interviews to let the companies know.
(Bryant was called again)
Brian: Bryant ranked Energy Systems with a 4, so he is right in line with us.
Cheryl: It is the Committee's decision that we will eliminate Energy Systems and we will leave the scoring the way it is. Honeywell, BGA, ConEdison and FPL will be requested to come in for interviews at a date and time to be determined to work with everyone's schedule.

The meeting was adjourned.

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT

Request for Proposal #20110058

Evaluation Committee Members / Participants

I, Brad Macek, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the PSL 2011 Energy Audit project during the evaluation process and before contract award.

Initials	Applicability of the Florida Sunshine Law

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (OMB).

Initials	Restricted Communications / Cone of Silence

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (OMB) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (OMB) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials	Release or Distribution of Information and/or Material

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by OMB only.

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
Request for Proposal #20110058
Evaluation Committee Members / Participants

I, BRYANT E. HARRISON, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the PSL 2011 Energy Audit project during the evaluation process and before contract award.

Initials BEH	**Applicability of the Florida Sunshine Law**

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Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by OMB only.

Initials	Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by OMB.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the OMB during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature: Bryant E Harrison

Printed: BRYANT E. HARRISON

Date: 06/30/2011

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
Request for Proposal #20110058
Evaluation Committee Members / Participants

I, Brian Craft, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the PSL 2011 Energy Audit project during the evaluation process and before contract award.

Initials	Applicability of the Florida Sunshine Law

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (OMB).

Initials	Restricted Communications / Cone of Silence

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (OMB) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (OMB) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials	Release or Distribution of Information and/or Material

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by OMB only.

Initials	Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by OMB.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the OMB during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature: Brian Craft

Printed: Brian Craft

Date: _____

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
Request for Proposal #20110058
Evaluation Committee Members / Participants

I, Paul A. Johnson, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to the PSL 2011 Energy Audit project during the evaluation process and before contract award.

Initials PJ	**Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (OMB).

Initials PJ	**Restricted Communications / Cone of Silence**

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (OMB) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (OMB) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials PJ	**Release or Distribution of Information and/or Material**

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by OMB only.

Initials PJ	**Non-Collusion**

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by OMB.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the OMB during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature: Paul A Johnson

Printed: Paul A Johnson

Date: 6/30/11

Initials	Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by OMB.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the OMB during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Signature: _____

Printed: Brad Macek

Date: 6-20-11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: BGA, Inc. ConEdison

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Experience with indoor/outdoor lighting (including LED & induction). Experiece with HVAC - cooling systems & Irrigation. Energy savings Performance contracts with multiple school districts.			
B. Experience City projects	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Projects within the City, but no projects with the City were indicated.			
C. Assigned Staff Qualifications	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Qualified staff with recent experience in areas indicated. Project staff listed for PSL Project.			
D. Minority Scored by OMB	1	0.1	0.1
E. Innovative approaches	4 -1	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Indicated what would be evaluated for the city. Appears to evaluate the different technologies available.			
F. Location, firm/office/ staff	2	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments Located in Tampa, Satellite office - North Palm Beach			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Paul A. Johnson (please print) Dept.: Engineering

Signature: Paul A. Johnson Date: 6/30/11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: Energy Systems Group

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Experience with HVAC & Lighting system retrofit but not very specific			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: none listed			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments: staff experience vague			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments: overview of how concepts would be initiated but not specific			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments Headquaters - Clearwater Satellite office - Martin			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Paul A. Johnson (please print) Dept.: Engineering

Signature: [signature] Date: 6/30/11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: FPL Services LLC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Experience with municipal lighting retrofits, HVAC, water control systems but not specific about project.			
B. Experience City projects	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: City of PSL serving utility. Experience with local energy rebates. Did not indicate specific projects in or with city.			
C. Assigned Staff Qualifications	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: staff organized - Sales, Design & Future Implimentation. All staff has many years experience in electrical and energy industries			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Innovative approaches not specific to city needs			
F. Location, firm/office/ staff	2	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments West Palm Beach			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Paul A. Johnson (please print) Dept.: Engineering

Signature: Paul A Johnson Date: 6/30/11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: Honeywell Building Solutions

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Experience with Traffic signals, Street lighting, Parks & Rec Facilities, HVAC cooling, water & wastewater improvements. Experience with both LED & Induction Lighting. Citywide Municipal Energy Savings Performance contract (Tallahass			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: No Projects within City Listed			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Project staff listed for City of PSL Project. Experienced Team Recent experience indicated.			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4-1	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Evaluates different technologies available. Specifically mentions what will be evaluated for City of PSL			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments 7 major Branches in Fl. Closest appears to be in Miramar			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Paul A Johnson (please print) Dept.: Engineering

Signature: Paul A Johnson Date: 6/30/11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: BGA, Inc. ConEdison

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Plants / Distribution little/no detail no case studies			
B. Experience City projects	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: LED's, State of art Sensors, Solar			
F. Location, firm/office/ staff	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brad Macek (please print) Dept.: Utilities

Signature: [signature] Date: 7-6-11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: FPL Services LLC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments: AMR + renewable, no case studies			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brad Marek (please print) Dept.: Utilities

Signature: [illegible] Date: 7-6-11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: Energy Systems Group

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Solar, Wind, mainly HVAC + Lighting			
B. Experience City projects	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments: no exp listed in yrs worked			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brad Macek (please print) Dept.: Utilities

Signature: [signature] Date: 7-6-11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: Honeywell Building Solutions

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments: WTP + WW Facilities, AMR, renewable energy			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments: WTP + WW, AMR, renewable, chem cost. A lot of detail			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brad Mueck (please print) Dept.: Utilities

Signature: Date: 7-6-11

RFP # 20110058 PSL 2011 Energy Audit

Respondent: BGA, Inc. ConEdison

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments: I would like to seen the cost sheets for the Projection are area.			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brian Craft (please print) Dept.: 4135 Buildmaint Park & Rec

Signature: Brian Craft Date: _____

RFP # 20110058 PSL 2011 Energy Audit

Respondent: Energy Systems Group

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments: city of Hollywood wind turbine? I like it			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brian Craft (please print) Dept.: 4135 Building maint

Signature: Brian Craft Date:

RFP # 20110058 PSL 2011 Energy Audit

Respondent: FPL Services LLC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brian Craft (please print) Dept.: 4135 Buildmaint Park&Rc

Signature: Brian Craft Date: _____

RFP # 20110058 PSL 2011 Energy Audit

Respondent: Honeywell Building Solutions

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: Brian Craft (please print) Dept.: 4135 Building maint Parks & Rec

Signature: Brian Craft Date:

RFP # 20110058 PSL 2011 Energy Audit

Respondent: BGA, Inc. ConEdison

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: BRYANT E. HARRISON (*please print*) Dept.: BUILDING

Signature: Bryant E Harrison Date: 06/30/2011

RFP # 20110058 PSL 2011 Energy Audit 772 201 1809

Respondent: Energy Systems Group

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: BRYANT E. HARRISON (*please print*) Dept.: BUILDING

Signature: Bryant E Harrison Date: 06/30/2011

RFP # 20110058 PSL 2011 Energy Audit

Respondent: FPL Services LLC

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience City projects	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: BRYANT E. HARRISON (*please print*) Dept.: BUILDING

Signature: Bryant E Harrison Date: 06/30/2011

RFP # 20110058 PSL 2011 Energy Audit

Respondent: Honeywell Building Solutions

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Experience similar projects	8	0 1 (2) 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience City projects	2	0 (1) 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Assigned Staff Qualifications	4	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
D. Minority Scored by OMB	1	0 1	0 1
E. Innovative approaches	4 -1	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments:			
F. Location, firm/office/ staff	2	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgment of the merits of the identified respondent's proposal.

Committee Member: BRYANT E. HARRISON (*please print*) Dept.: BUILDINGS

Signature: Bryant E Harrison Date: 04/30/2011

GUIDELINES FOR RFP #20110058 PSL 2011 Energy Audit

Individual scores are to be **turned in to OMB** no later than noon **July 6 at 12 noon.** This is an individual review you cannot meet or discuss with other committee members. **I will score criterion D. Each firm has already been pre-qualified, therefore our goal is to select the firm that has specific knowledge of City issues, such as RO plants.**

The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award.

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important; 4, moderately important;* and 5, *very important.* The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through D). When the evaluator receives the form, Columns A and B is completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

In the first step in the independent review each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal.) It is important to note that this in an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For

example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting.

As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information. Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Office of Management and Budget department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms)

Examples of applying the criteria:

A. Experience on similar projects: Does the principal area of specialization match the scope of work of the RFP, or is the work to be subcontracted? Experience with savings in RO plant, utilities lift stations, Parks & Recreation ball park lighting, traffic signalization, any ice plant system experience?

B. Experience with City projects of this type:

C. Assigned Staff Qualifications: Do the qualifications of the project manager, and project staff indicate that they can complete the tasks in a professional and satisfactory manner? Are the staff members profiled in the proposal those who will actually undertake the project? If not, their qualifications, no matter how impressive must be disregarded. Is the experience recent enough to incorporate current changes in service technology? How much experience with City energy concerns?

D. Scored by OMB

E. Innovative approaches: Did they provide just general information or were they specific to City energy concerns? How much time did they invest in research for this project in identifying City energy issues.

F. Location of the firm/office/staff

User: Shanaberger, CPPO, Cheryl Organization: City of Port St. Lucie - Office of Management and Budget Logout | Help

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Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie - Office of Management and Budget
Bid Type	Letter of Interest
Bid Number	LOI-20110058-0-2011/CS
Fiscal Year	2011
Bid Writer	Cheryl Shanaberger, CPPO
Bid Name	City of Port St. Lucie 2011 Energy Audit
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	6/17/2011 3:30 PM Eastern
Broadcast Date	5/13/2011
Bid Bond	
Project Estimated Budget	
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	The City of Port St. Lucie is requesting statements from firms interested in providing energy auditing services. These services will include a preliminary energy evaluation and subsequent performance energy audit and may lead to an energy performance contract and the installation of design solutions. The purpose of this process is to reduce the City's use of electricity and the associated operating costs. It is anticipated that there are many opportunities to realize this purpose, including but not limited to: street lighting, light and electrical fixtures at City buildings, sports lighting at municipal parks and electrical fixtures and devices at the municipal water and wastewater plants. Firms submitting statements of interest must be prequalified as an energy services company (ESCO) provider on the State Term Contract for Energy Savings (973-320-08-1).
E-Bidding	No

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

NON-MANDATORY SITE VISIT

June 2, 2011
10:00 AM
121 SW Port St. Lucie, Blvd.
Building A, Room 390
Port St. Lucie, FL 34984

Publications

No Publications Data Found

Documents

EDIT

Bid Package	**Port St. Lucie 2011 Energy Audit** (21 Pages, Complete) **20110058 Facilities Data** (56 Pages, Complete) **Addendum #1** (1 Page, Complete) **Site Visit Attendance** (2 Pages, Complete) **Site Visit Minutes** (1 Page, Complete) **Addendum #2** (1 Page, Complete)
Award	**Bid Open Attendance** (1 Page, Complete) **Bid Open Log Report** (1 Page, Complete)

Commodity Codes

AGR-685-90 - Turkey Saddles

Statistics

Planholders	There are 20 planholders for this bid
Broadcast List	95 suppliers have been notified
Supplemental Suppliers	10 Supplemental Suppliers
Filtered	No
Post-Bid Viewers	0 viewer(s)

<< Return

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CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG

RFP#: 20110058
OPENED: June 16, 2011
TIME: 3:30:00 pm

BID TITLE: PSL Energy Audit

The following vendor(s) submitted proposals:

Honeywell Building Solutions
FPL Services LLC
Energy Systems Group
BGA, Inc. A ConEdison

The following vendor's submitted a "No Bid":

Number of Companies Notified: 95
Number of Bid Documents Distributed: 20
Number of Bids Received: 4

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Bid Opening
LOI-20110058
PSL 2011 Energy Audit
June 16, 2011 @ 3:30:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	LARRY CLARK	SUS. PERF. SOL. REPRESENTING BGA	LARRY@SUSTAINFLORIDA.COM	T 570-854-1199
				F
2.	Cheryl Sharabeyer	PSL		T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
DATE RECEIVED LOG

CS

RFP # 20110058
OPENED: 6-17-11
TIME: 3:30 PM

RFP TITLE:
LOI – Energy Audit

---

14 JUN AM10:09 56s
RECEIVED
ENERGY Systems Group

17 JUN AM10:14 45s
FPL
17 JUN AM10:14 38s

17 JUN AM 9:57 11s
RECEIVED
Honeywell Building Solutions

17 JUN PM12:16 34s
CONED BGA, Inc
RECEIVED

Site Visit Minutes
LOI #20110058 – PSL 2011 Energy Audit
June 2, 2011 at 10 A.M.

Cheryl Shanaberger, Deputy Director of the Office of Management & Budget met at the front door of Building A at the City Hall Complex to transport the bidders for a site visit. Instructions were provided that questions were to be sent by email to Cheryl and an addendum would be issued. Participates left around 10:05 and returned at 11:30. The sites included:

Traffic load Center on Airoso Blvd.
Prineville RO Plant
Sportsman Park
Community Center
Police Building
Building/Engineering Building
City Hall Building A

Bidders were asked to complete the sign in sheet.

A question was asked concerning the time period of the contract and that the sample was a 20 year time frame. The bidders were informed that the time frames would be a negotiated item with the contract.

A second question was asked concerning the City's objective for the audit, to move forward toward providing a "green City" or to reduce cost. It was discussed that the City is concerned about its carbon output however at this time that reduction of energy expenditures is the major concern.

The meeting was adjourned at 12:15 P.M.

Site Visit ATTENDANCE
LOI-20110058
PSL 2011 Energy Audit
June 2, 2011 @ 10:00:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	LES OROSZ	TRANE	lorosz@trane.com	T 954-270-0345
				F
2.	Steve Corson	Trane	sdcorson@TRANE.com	T 561-683-1521
				F 561-697-8724
3.	Rob Hartman	Honeywell	robert.hartman@honeywell.com	T 813-220-7179
				F
4.	Scott KATZER	FPL Services	SCOTT.KATZER@FPL.com	T 561-640-2172
				F
5.	PHILLIP ALVAREZ	CONED SOLUTIONS	ALVAREZP@	T 813 375-3386
			CONEDSOLUTIONS.COM	F 813 375-3400
6.	Chris Keldie	FPL Services	chris.keldie@fpl.com	T 561-379-5128
				F
7.	MARK OLSEN	CITY OF PSL	morsen@cityofpsl.com	T 772-528-2855
				F

Site Visit ATTENDANCE
LOI-20110058
PSL 2011 Energy Audit
June 2, 2011 @ 10:00:00 a.m.

8.	Brian Craft	City of PSL		T 772-834-6605
				F
9.				T
				F
10.				T
				F
11.				T
				F
12.				T
				F

Addendum #3
LOI #20110058
PSL 2011 Energy Audit
July 6, 2011

This is notification that the evaluation committee met on July 6, 2011 at 2:00 P.M. in the Office of Management and Budget, Room 390, 121 SW Port St. Lucie Blvd., Building A, Port St. Lucie, Florida, and selected the three firms below for a question and answer interview;

Honeywell Building solutions
BGA Inc., ConEdison
Florida Power & Light

A voice recording of the evaluation meeting is available on request and the minutes will be posted as soon as available. The question and answer session will be held on July 20, 2011 at 1until 3 P.M. in Room 188, 121 SW Port St. Lucie Blvd., Bldg. A, Port St. Lucie, Florida.

The format of the meeting will be

A. 3 minutes for introduction by the firm
B. 17 minutes for Questions & Answers

A drawing will be held to establish the order of the Q & A. A projector and laptop will be available if needed. Also, please provide an electronic copy for the file of any handouts or power point presentations (you may email this to me).

Please contact me if you have any questions, at cheryls@cityofpsl.com or 772 871 7390.

Please note the meeting has been changed to July 20, 2011 at 1-3 P.M. in Room 188.

Addendum #2
LOI #20110058
Energy Performance Savings Contract
June 8, 2011

Questions to date:

1. Question: Are we to submit (1) original and four(4) copies or six (6) copies?
   Answer: (1) one original and (6) six copies
2. Question: No color copies required: Does this mean the original can be color and the bound copies cannot be color?
   Answer: It is "not required" meaning it is not necessary and it is the proposer's decision

Corrections:
Delete page 4 paragraph 2

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- #20110058
- ~~CEI Services for PSL Blvd. Pedestrian Lighting~~
  ~~January 13, 2011 at 3:30 pm~~

Replace page 4 paragraph 2 with:

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- #20110058
- Energy Performance Savings Contract
  June 17, 2011 at 3:30 pm

NOTE: The bid opening date has been changed to June 17, 2011 @ 3:30 p.m. The venue of the opening has not been changed.

Instructions to Bidder:
Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

BID ADDENDUM # 1
BID # 20110058
Addendum Date: 5/26/11

PSL 2011 Energy Audit

Please make the following changes/modifications to the subject bid:

Information for your firm concerning the site visit on June 2, 2011 at 10 AM. Please be prompt we plan to leave no later than 10:05 AM. Please meet outside of the City Hall Building A. Only one person for each firm will be allowed on the site visit due to lack of space in vehicles. We will be providing a quick look at:

Utility RO Water Plant
Street Light Circuit Load Center
City Park
Community Center
City Hall
Police Department
Building/Engineering

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Questionnaire in order to have his/her bid or proposal/bid to be accepted.

City of Port St. Lucie

Letter of Interest #20110058

Energy Performance Savings Contract

City of Port St. Lucie 2011 Energy Audit

Prepared By:
Cheryl Shanaberger, MPA, CPPO
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
cheryls@cityofpsl.com

The City of Port St. Lucie is seeking proposals from qualified ESCO Companies interested in providing energy auditing services. The proposals will be due **June 14, 2011 at 3:30:00 PM**. All proposals will be received in the Office of Management and Budget, 3rd floor, Suite 390, Building A of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. A onetime only site visit will be conducted on **June 2, 2011 at 10:00 AM**; For information concerning procedures for responding to this Letter of Interest, contact Cheryl Shanaberger at (772) 871 7390, Fax (772) 871-7337 or email at cherylS@cityofpsl.com. To ensure fair consideration for all responders, it must be clearly understood the Mrs. Shanaberger is the only individual authorized to represent the City. Questions submitted by any other person in any other department will not be addressed.

The City of Port St. Lucie is requesting statements from firms interested in providing energy auditing services. These services will include a preliminary energy evaluation and subsequent performance energy audit and may lead to an energy performance contract and the installation of design solutions. The purpose of this process is to reduce the City's use of electricity and the associated operating costs. It is anticipated that there are many opportunities to realize this purpose, including but not limited to: street lighting, light and electrical fixtures at City buildings, sports lighting at municipal parks and electrical fixtures and devices at the municipal water and wastewater plants. Firms submitting statements of interest must be prequalified as an energy services company (ESCO) provider on the State Term Contract for Energy Savings (973-320-08-1).

TENTATIVE SCHEDULE

Review and Selection Process:

5/13/2011	Advertisement with Onvia DemandStar
6/2/2011 @ 10.00 am	Site Visit
6/14/11 @ 3:30 pm	Proposal Due
7/6/11 @ 2 pm	Evaluation Committee*
7/13/11 @ 9 am	Q & A*
7/25/11	Tentative City Council Contract Approval

*Committee will meet in the Conference Room (390) in the Office of Management & Budget at 2 pm.
* Committee will meet in the Conference Room (390) in the Office of Management & Budget at 9 am.

Project Name

City of Port St. Lucie 2011 Energy Audit

Description

The City is seeking an ESCO provider to identify opportunities for energy savings and design solutions. The City will work with the selected firm to complete a preliminary energy evaluation and a subsequent performance energy audit. The City may also elect to enter into an energy performance contract and utilize the firm to install design solutions.

Objective

Reduce City operating costs associated with energy consumption and maintain or exceed current lighting conditions and other electrical device operating standards.

Scope of Work

The planned scope of work will include but not be limited to:

- The completion of a preliminary energy evaluation of City facilities and electrical devices to identify energy savings opportunities.
- The completion of a performance energy audit on savings opportunities identified in the preliminary energy evaluation and agreed to by the City.

Following the completion of a performance energy audit, the City may enter into a performance energy contract with the selected firm and utilize the firm to install design solutions.

Evaluation and Award

Responses will be scored in the following manner:

	CRITERION
a) Experience on similar projects	40 points
b) Experience within the City for similar projects	10 points
c) Assigned Staff Qualifications (for this type of project)	20 points
d) Certified Minority Business Enterprise	1 points
e) Innovative approaches for this project	19 points
f) Location of the firm/office/staff	10 points

RESPONSE

Please submit one (1) original and four (6) bound copies of your proposal and a electronic copy by compact disc (cd) or flash dive with a portable document format. **The original proposal must be unbound. Please provide information in a separate tab for each criterion and in the same order as listed.** No color copies, letter of intent, resumes or additional information is required.

Responses must be received by the City, Office of Management & Budget, no later than 3:30:00 pm on June 14, 2011. Mailing envelope shall be addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked on the front with:

- Proposers Name & Address
- #20110058
- CEI Services for PSL Blvd. Pedestrian Lighting
- January 13, 2011 at 3:30 pm

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE PROPOSAL NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

The City's Office of Management & Budget (OMB) reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

(Balance of Page left Blank)

Sample Contract

ENERGY AUDIT AGREEMENT

This Energy Audit Agreement ("Agreement"), executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and telephone #, Fax number hereinafter called "Company", party of the second part, (each a "Party" and collectively the "Parties").

Whereas, the Company is party to the state term contract procured by the State of Florida, Department of Management Services, ITN No. DMS 973-320-08-1, Comprehensive Energy Strategy, which enables the Company to perform work under the Guaranteed Energy Performance Savings Contract Act, codified at section 489.145 of the Florida Statutes; and

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

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

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

Therefore, the Parties agree as follows:

Article 1: <u>Scope of Energy Audit</u>

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

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

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

A. Collect General Facility(s) Information

The Company shall collect general Facility(s) information such as: size, age, construction type, condition and general use of the Facility(s). The Company shall also collect and summarize Facility(s) utility cost and consumption data for the most recent 24-36 month period. The Company shall evaluate the impact on utility cost and consumption of any energy initiatives currently being installed or currently planned to be installed by the City in the Facility(s) which will remain separate from the Energy Performance Contract throughout the duration of that agreement.
The City shall make available (or cause its energy suppliers to make available) all available records and data concerning energy and water usage for the Facility(s) for the most current 24-36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility(s) or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility(s); any comfort problems, code deficiencies and description of energy management procedures presently utilized. The City shall also make available a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently planned to be installed by the City in the Facility(s) separate from the energy service agreement throughout the duration of that agreement. The City shall also make available copies of drawings, equipment logs and maintenance work orders to the Company.

B. Analyze Existing Systems and Equipment
The Company shall compile an analysis based on a physical inspection of the major electrical and mechanical systems at the Facility(s), including:

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

8. Hot water systems
9. Electric motors 5 HP and above, streetlights,transmission and drive systems
10. Interior and exterior lighting
11. Laundry equipment, if applicable
12. Building Envelope
13. Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
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 Facility(s) operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings appropriate measurements are required unless waived by the City); and

2. current operating condition for each system.

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

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

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

1. Lighting
2. Heating
3. Cooling
4. HVAC motors (fans and pumps)
5. Plug load
6. Kitchen equipment
7. Other equipment
8. Street Lights
9. Miscellaneous

Where loading and/or usage are highly uncertain, the Company shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the City. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The Company shall consult with Facility(s) staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

Baseline Development: The Company shall develop the City's Baseline model as part of the Audit. The Company and the City shall mutually agree on the Baseline model prior

to final contract approval by the City. 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 Company's proposed Conservation Measures.
The Baseline model shall be developed with a whole-building simulation approach using one of the following commercially-available energy simulation software packages:

- Carrier HAP
- Trane TRACE
- Elite (EZDOE)
- DOE-2 and variations (requires prior City approval)

The Company shall use the same energy simulation software to develop the projected energy cost savings that was used to develop the Baseline. 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 recommendations and methods promulgated by professional societies and governmental organizations such as:

- *The Federal Energy Management Program's M&V Guidelines: Measurement and Verification for Federal Energy Management Projects v.3.0*
- *The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)*

Baseline Calibration: The Baseline model shall be developed and calibrated with the assistance of utility bill data for no less than the immediately preceding 24-month period in order to develop an energy baseline model that is suitable for City 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 Company shall:

1. identify and propose potential ECMs for installation or implementation at the Facility(s), including water conservation measures

2. estimate the cost, savings and life expectancy of each proposed ECM; specify Facility(s) operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;

3. 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 financing amount by grants, rebates, or capital funding. However, pursuant to Florida Statute 489.145 (4)(j), grants, rebates, or capital funding shall not be applied to life cycle cost calculations.

4. 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 (FEMP)* available from DMS.

5. calculate projected energy cost savings as the difference between Baseline energy costs and the costs that are expected to result from the proposed ECMs.

6. provide access to the computer simulation program and all inputs and assumptions used, if requested by the City.

7. provide a preliminary commissioning plan for the proposed ECMs

8. provide detailed calculations for any rate savings proposals

9. provide detailed supporting calculations for any proposed maintenance or other operational savings;

10. estimate any environmental costs or benefits of the proposed ECMs (e.g., disposal costs, avoided emissions, water conservation, etc.)

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

F. Establish Measurement & Verification Methods

Measurement & Verification of cost savings shall be performed using a methodology from *The Federal Energy Management Program's M&V Guidelines: Measurement and Verification for Federal Energy Management Projects v.3.0* 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 Company's Annual Reconciliation. The Company shall state which of the following Measurement & Verification methods will be used in the Company's Annual Reconciliation:

- Method A: Stipulated savings from maintenance or outside contracts shall show the origin and signed agreement of acceptance by the City.

- Methods B, C, and D: Only verifiable data will be accepted. Degree Day and related data sources shall be identified and agreed to in the audit document.

- All Measurement & Verification Methods: The Auditor and City shall agree to the exact Measurement & Verification method for each audit on an individual CM basis and stipulate it in the Audit.

- Each Audit: Each audit shall include the names of the Auditor, City, 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 Company shall provide detailed estimates of all costs and fees associated with the installation and implementation of the ECMs including:

1. engineering/design costs for individual ECMs
2. contractor/vendor estimates for individual ECM 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
   - ongoing training services
9. other costs/fee (specify)

H. Develop Savings Estimates

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

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

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

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

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

I. Deliver the Report

The Company shall complete and deliver the Report to the City by _____,ninety (90) days from the effective date of this Agreement), in the following format:

1. An executive summary which describes the Facility(s), ECMs evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each ECM.

2. A discussion of ECMs not evaluated in detail and the explanation of why a detailed analysis was not performed.

3. A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.

4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.

5. Conclusions, observations and caveats regarding cost and savings estimates.

6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

[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 contract. The base rate value for each fuel and water unit shall not devalue in the event of any rate decrease.

Acceptance of the Report by the City if ECMs are Feasible. The City shall conduct and complete a technical review within sixty (60) days of its receipt of the Report, unless otherwise stated in Attachment A. The City shall accept the Report if the recommended ECMs are feasible and the projected energy cost savings are equal to or greater than the total projected costs of the design and installation of the recommended ECMs. If the City determines that one or more of the recommended ECMs is not feasible, the City shall give the Company written notice of any and all said objections, in detail, within thirty (30) days after completing its technical review of the Report. The Company shall correct the Report and submit a revised draft within twenty-one (21) days of said notification. The City shall have thirty (30) days from receipt of the revised Report to notify the Company if any objections have not been corrected. This re-submission process shall continue until (1) the date all material concerns are resolved and the Report is accepted, or (2) the dispute is otherwise resolved.

Article 2: Energy Performance Contract

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

Article 3: Payment

The Parties understand and intend that the Company's costs for services performed under this Agreement (1) shall be included in the total project cost, (2) shall not be paid for under this Agreement, and (3) shall be paid for only under the Energy Performance Contract, if any, from savings generated by implemented ECMs. The Company is undertaking work under this Agreement in consideration of the City's good faith intention to negotiate the Energy Performance Contract with the Company. The Company understands and agrees that payment to it is contingent upon realization of energy cost savings being equal to or greater than the total cost of the design and installation of the Company's recommended ECMs. The Company further understands that the City may implement all or part of a recommended EMC without liability to the Company (or its subcontractors or suppliers) if there are extenuating circumstances (e.g., a sudden or imminent equipment failure) and the City would have taken similar measures regardless of the Company's recommendation.

Article 4: Termination

A. By Company:

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

(i) It determines that it cannot guarantee a minimum amount of energy and cost savings through the implementation of an energy performance contracting project at the Facility(s); or

(ii) It determines that even though it can guarantee a minimum amount of energy and cost savings in energy costs, that amount would be insufficient to cover the costs associated with performing this analysis, installing ECMs and related maintenance and monitoring services.

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

B. By City:

The City may terminate this Agreement:

(i) If the Company fails to complete the Energy Audit and deliver the Report to the City within the time established in Article 1, above; or fails to obtain a written extension of that time from the City. Termination under this subsection B (i) shall be effective upon the Company's receipt of written notification from the City that the deadline for submission of the Report has passed. The Company shall provide the City with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

(ii) If, prior or subsequent to the completion of the Energy Audit, the Company notifies the City in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon the Company's receipt of written notification from the City. The Company shall provide the City with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

(iii) The City may terminate this Agreement with or without cause by giving the Company a thirty (30) days notice in writing.

Article 5: Standard Terms and Conditions

Section 1. Agreement Term

This Agreement term shall commence on _____ and end on _____, unless earlier terminated pursuant to the provisions of Article 4 hereof.

Section 2. Appropriations

The Company acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Council. The Company agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

Section 3. Materials, Equipment and Supplies

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

Section 4. Subcontractor Disclosure

As of the execution date of this Agreement, the following subcontractors are expected to perform work pursuant to this Agreement:

[subcontractor]
[address]

If, during the term of this Agreement, the Company retains subcontractors to perform work pursuant to this Agreement who were not disclosed, the Company shall so notify the City in writing. The City retains the right to accept or reject any subcontractor without cause.

Section 5. Patent and Copyright Responsibility

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

Section 6. Indemnity and Insurance

The Company agrees to assume all risk of loss and to indemnify and the City and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to or destruction of property because of the Company's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the City, the City shall give prompt written notice thereof to the Company and the Company shall have the right to compromise or defend the same to the extent of its own interest. The Company further agrees to maintain adequate insurance to protect the City against such risks. The Company also agrees to indemnify and hold the City harmless should any goods or services provided by the Company infringe upon the patent, copyright or trade secret of another. As consideration for this indemnity provision the Company shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work.

The Company shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Company under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

The Company shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis.

Commercial General Liability insurance issued under an Occurrence form basis, including General liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance CG2026 under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Company's and fellow employees. General Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Agreement **#20110058** shall be listed as additionally insured". The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Agreement, to exceed the above limits, the Company shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent Contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Company shall agree to maintain Business Automobile Liability at a limit of liability not less than $500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Company does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Company to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Company shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Agreement to waive subrogation without an endorsement then Company shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Company enter into such a Agreement on a pre-loss basis.

It shall be the responsibility of the Company to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Company for any and all claims under this Agreement.

The Company may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the

highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."All deductible amounts shall be paid for and be the responsibility of the Company and/or any subcontractor for any and all claims under this Agreement

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

Section 7. Personnel

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

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

Section 8. Compliance with Applicable Law

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

with the Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) of the Florida Statutes.

Section 9. Waivers

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

Section 10. Assignment
Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld

Section 11. Capacity to Agreement
Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the Agreement. The Company warrants that it is in good standing and legally authorized to transact business in Florida. The Company warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Company's ability to satisfy its Agreement obligations. The Company warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Company shall immediately notify the City in writing if its ability to perform is compromised in any manner during the term of the Agreement.

Section 12. Confidential Information
Each Party may have access to confidential information made available by the other Party (see particularly, but not exclusively, subsection 119.07(ee) and section 119.071 of the Florida Statutes). Each Party shall protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the City will be governed by the Public Records Act, chapter 119 of the Florida Statutes.

Section 13. Convicted or Discriminatory Vendors

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

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

Section 14. Project Management

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

[City]
[address]
[telephone]
[facsimile]
[email]

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

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

Section 15. Modification of Terms

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

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IN WITNESS WHEREOF, the parties have executed this Agreement at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

_____

Mr. Jerry A. Bentrott, City Manager

ATTEST:
By:

_____

City Clerk

By:_____

State of: Florida
County of: St. Lucie
Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2011.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

Attachment A
to Energy Audit Agreement

Name of Facility: _____

Address: _____

_____

_____

Facility Manager: _____

2011005 D

Memorandum

RECEIVED
APR - 4 2011
Office of Mgmt. & Budget

TO: CHERYL SHANABERGER, DEPUTY DIRECTOR OF OMB

FROM: GREGORY J. ORAVEC, ASSISTANT CITY MANAGER

DATE: APRIL 1, 2011

SUBJECT: ENERGY EVALUATION

This memorandum serves to request your assistance in issuing a request for statements of interest in the City of Port St. Lucie 2011 Energy Audit. Attached, please find a draft request for your review and use. Please be advised that I drafted the document based upon a format that was successfully utilized by Martin County and after picking the brains of some energy audit professionals.

Once the statements of interest are received, I would like a selection committee to rank the top three firms, conduct interviews with same and provide a recommendation on selection to the City Council. I would like the selection committee to be comprised of the following members: Brad Macek, Assistant Director of PSLUSD, Bryant Harrison, Building Department, Mark Olsen, Building Maintenance Administrator of the Parks & Recreation Department, a member of the Engineering Department as appointed by the City Engineer and me.

I will transmit this memo and its attachment to you via e-mail as well.

If you have any questions or would like to discuss this effort further, please do not hesitate to contact me. I would appreciate receiving your input on the expected timeline for drafting, issuance and contracting at your earliest opportunity.

Thank you.

Attachment:
Draft Request for Statements of Interest

c: Jerry A. Bentrott, City Manager
David K. Pollard, CGFO, Director of OMB

April X, 2011

RE: Request for Statements of Interest in the City of Port St. Lucie 2011 Energy Audit

To Whom It May Concern:

The City of Port St. Lucie is requesting statements from firms interested in providing energy auditing services. These services will include a preliminary energy evaluation and subsequent performance energy audit and may lead to an energy performance contract and the installation of design solutions. The purpose of this process is to reduce the City's use of electricity and the associated operating costs. It is anticipated that there are many opportunities to realize this purpose, including but not limited to: street lighting, light and electrical fixtures at City buildings, sports lighting at municipal parks and electrical fixtures and devices at the municipal water and wastewater plants. Firms submitting statements of interest must be prequalified as an energy services company (ESCO) provider on the State Term Contract for Energy Savings (973-320-08-1).

Project Name
City of Port St. Lucie 2011 Energy Audit

Description
The City is seeking an ESCO provider to identify opportunities for energy savings and design solutions. The City will work with the selected firm to complete a preliminary energy evaluation and a subsequent performance energy audit. The City may also elect to enter into an energy performance contract and utilize the firm to install design solutions.

Objective
Reduce City operating costs associated with energy consumption and maintain or exceed current lighting conditions and other electrical device operating standards.

Scope of Work
The planned scope of work will include but not be limited to:

- The completion of a preliminary energy evaluation of City facilities and electrical devices to identify energy savings opportunities.
- The completion of a performance energy audit on savings opportunities identified in the preliminary energy evaluation and agreed to by the City.

Following the completion of a performance energy audit, the City may enter into a performance energy contract with the selected firm and utilize the firm to install design solutions.

Statements of Interest should be submitted to the Office of Management and Budget, Attention: Cheryl Shanaberger, Deputy Director, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984 by May 11, 2011.

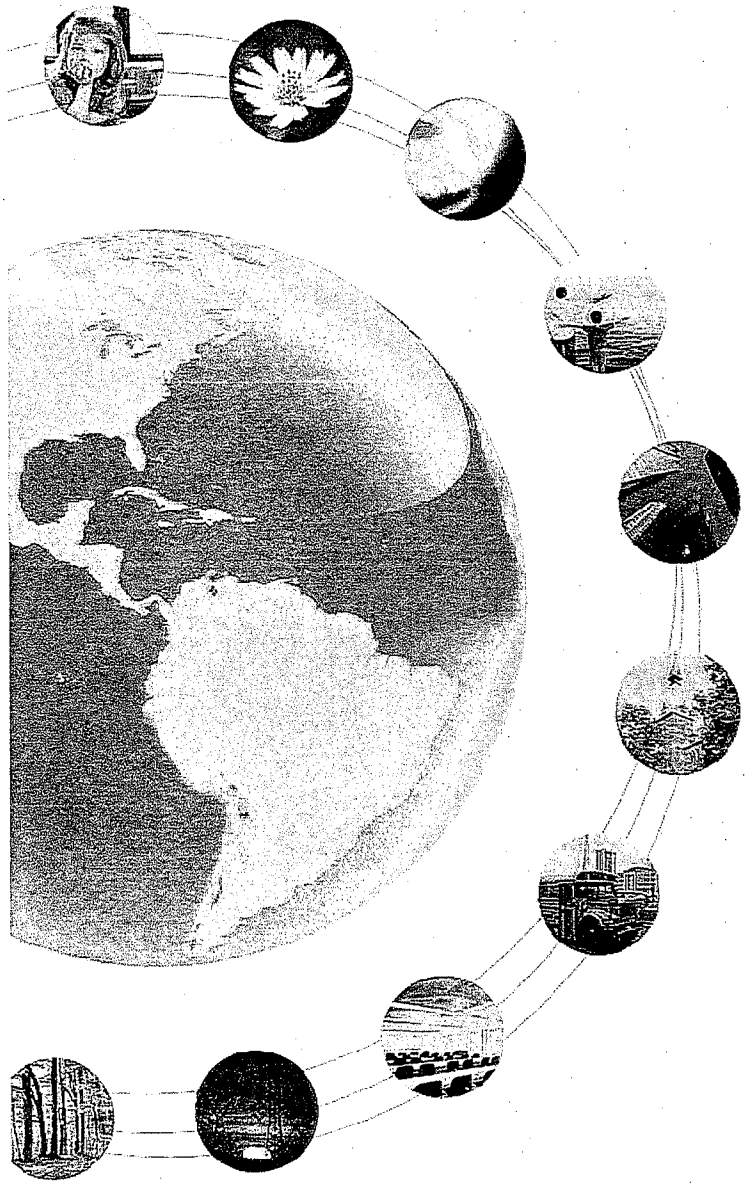
The submittals will be evaluated by a Selection Committee. The Selection Committee will rank the submittals and invite the top three firms to provide presentations. After the completion of presentations, the Selection Committee will re-rank the top three firms and transmit a recommendation for award to the City Council. The City Council will award the contract. The selection criteria will include: previous experience on similar projects, previous work experience in the City of Port St. Lucie and location of the firm/office/staff.

Any questions regarding this request for statements of interest should be directed to Mrs. Shanaberger, Deputy Director of OMB, at the aforementioned address.

ORIGINAL

ConEdison Solutions.
Energy. Efficiency. Expertise.

Energy Performance Savings Contract
City of Port St. Lucie 2011 Energy Audit
Letter of Interest #20110058



City of Port St. Lucie
Florida

June 17, 2011

BGA, Inc.
A ConEdison *Solutions* Company
3101 West Dr. Martin Luther King, Jr. Blvd.
Suite 110
Tampa, FL 33607

Program Manager: Jeff Stokes
Tel: (813) 375-3421
Fax: (813) 375-3400
Cell: (813) 777-6481
stokesj@conedsolutions.com

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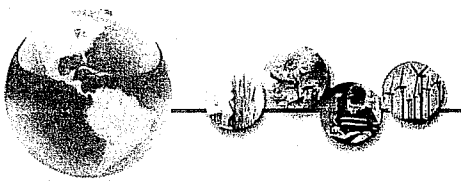


1. Experience On Similar Projects

ConEdison *Solutions* (CES) is an energy services company (ESCO) with over 200 employees and 14 years experience providing energy management and conservation services to its customers. ConEdison *Solutions* is accredited by the National Association of Energy Services Companies at the energy service provider (ESP) level. ESP is the most comprehensive and highest accreditation that NAESCO provides, and as such, includes all of the services offered by energy services companies, as well as energy supply options.

ConEdison *Solutions* is a local company with a national reach. Our corporate headquarters are in Valhalla, NY and we have regional offices in Burlington, MA; Cherry Hill, NJ; Falls Church, VA; Durham, NC; Tampa, FL; Overland Park, KS; and Houston, TX. Any work undertaken for the **City of Port St. Lucie** will be managed, staffed, and conducted from the office in **Tampa, FL. (aka BGA) and from a satellite office in North Palm Beach, FL, approximately 45 minutes from the City of Port St. Lucie City Hall complex. This office is under the direction of Sustainable Peformance Solutions LLC (SPS), who has teamed with CES for this project.**

SPS is a South Florida-based firm providing all levels of energy audits; general energy efficiency and sustainability consulting services for nonresidential buildings; LEED gap analysis; metering and submetering solutions -- including LEED M&V -- and advanced ventilation strategies for facilities with critical indoor environmental quality requirements. The firm is presently engaged as an energy consultant for Torrey Pines Institute for Molecular Studies -- a107,000 square-foot, $40 million biomedical research facility in Port St. Lucie -- and, upon completion of construction, will undertake the same role for the adjacent Vaccine & Gene Therapy Institute.

ConEdison *Solutions* is a wholly-owned subsidiary and registered trademark of Consolidated Edison, Inc. (CEI). CEI is listed on the New York Stock Exchange under ticker symbol: ED. CEI is one of the nation's longest operating and largest investor-owned energy companies, with approximately **$13 billion in annual revenues and $33 billion in assets.**

U.S. DEPARTMENT OF ENERGY

The U.S. Department of Energy (DOE) and Department of Defense (DOD) have both designated ConEdison *Solutions* as an approved provider of energy efficiency, renewable energy and water conservation services to federally owned buildings and facilities nationwide.

As the result of a nationwide selection process intended to identify qualified vendors, ConEdison *Solutions* became one of a handful of providers so designated, which underscores ConEdison Solutions' proven ability to help government entities achieve their energy savings goals. ConEdison *Solutions* has held this designation since 2003, so this re-designation marks a continuation and expansion of ConEdison *Solutions*' relationship with DOE and DOD.

In 2007, ConEdison *Solutions* purchased BGA, Inc., an energy services and engineering company based in Tampa, FL that has been providing energy conservation services to Florida's public agencies since its founding in 1986.

BGA, Inc.
A ConEdison Solutions Company

ConEdison *Solutions*' motto is "**Energy. Efficiency. Expertise.**" This motto sums up the services ConEdison *Solutions* offers its customers.

Energy. ConEdison *Solutions* sells electricity in the retail market to customers ranging in size from single family homes, to large commercial office buildings, to factories, to hospitals. Selling electricity gives ConEdison *Solutions* unique insight into the energy marketplace. We closely follow the trends both in terms of pricing and in production and regulation. We are intimately familiar with utility rates and rate structures. This combination of knowledge allows us to advise our energy efficiency customers about electricity purchasing strategies and trends in the energy market. Equally important to our performance contracting customers, the staff's detailed knowledge of utility rates and rate structures allows ConEdison *Solutions* to provide careful, thorough, and reliable analysis of baseline energy consumption and projections of energy savings.

Efficiency. ConEdison *Solutions* provides energy efficiency services. ConEdison *Solutions* works closely with its customers to reduce their energy consumption through the introduction of new technologies and equipment into the customer's facilities. Whether it is installing new energy efficient equipment, helping the facilities team better control the existing equipment, introducing or re-commissioning energy management systems, or deploying renewable technology, the goal is to reduce energy consumption, operating costs, and environmental impact of the customer's facility. Energy efficiency services are typically provided through energy performance contracts or through design-build contracts.

Expertise. ConEdison *Solutions* has a staff of energy professionals and related support personnel. Many of our Energy Services staff have engineering degrees;

most are licensed Professional Engineers with postgraduate engineering degrees and other advanced degrees, such as MBA degrees, law degrees, and/or energy management (CEM) and LEED™ certification. Many of the team members in the Tampa office come out of an engineering/consulting background, and our clients benefit from a "small boutique" consulting approach, backed by the strength, depth and stability of one of the nation's largest utilities.

ConEdison *Solutions* is a proud sponsor of the American College and University Presidents Climate Initiative (ACUPCC). ACUPCC is a voluntary agreement signed by college and university presidents to reduce and ultimately eliminate their greenhouse gas emissions, and to equip society to fight global warming by training the next generation of scientists, business leaders, elected officials and citizens.

Why Choose ConEdison *Solutions*?

The College is embarking on an important project to bring energy efficiency and sustainability to its facilities. This initiative will not only improve the building environment for the students and teachers, and set an example of environmental and economic stewardship for the community, but will reduce operating expenses for the College's facilities in future years. While other firms can do a portion of the work, few firms can provide all the services ConEdison *Solutions* can. ConEdison *Solutions* has unparalleled experience developing and implementing performance-based Energy Management Services Programs. ConEdison *Solutions* is a subsidiary of CEI – a publically traded company with a 100 year history. ConEdison *Solutions* has the financial strength to undertake a project of this size and complexity and will be there as part of the College's team throughout the project performance period.

We are free of any technology or manufacturer allegiance. ConEdison *Solutions*, as one of the premier ESCOs in the country, works with virtually all of the major suppliers and manufacturers of mechanical equipment and energy management systems (EMS). We do NOT approach a project with a technological bias, looking to install our own equipment, or looking to sign our clients up for lucrative long term service contracts. A major benefit ConEdison *Solutions* brings is our ability to oversee your mechanical and EMS contractors, and to act as your advocate to ensure nothing less than maximum operating efficiency is delivered consistently. We routinely find on our projects that our design standards and commissioning plans greatly surpass those typically employed by EMS and other vendors, suppliers, and ESCOs. We are often in the position of educating these other companies and demanding adherence to the highest of commissioning standards. We are not in the business of selling costly long-term controls systems service contracts.

Technical rigor and creative engineering. We bring the mindset and approach of an energy-engineering and design firm to all of our projects. Our clients benefit from our considerable energy engineering expertise, coupled with our experience developing and implementing a portfolio of performance-based energy savings that really deliver.

We treat your house like our house. Our clients often tell us "You know our facility and the way it's running better than we do!" We have the experience, and put in the time and effort to really understand how things are operating and to identify the efficiency and savings opportunities.

We are experts in identifying supplemental funding sources. With our experience identifying, administering and evaluating utility rebate and grant programs, we have brought millions of dollars of supplemental funding to our clients' projects. In addition to traditional utility rebate funding, we have experience working with other funding sources such as grants and RECs, which are focused on supporting green and sustainable projects.

We take a flexible approach in working with our customers. Among ESCOs, we are often told we are unique in our willingness to work flexibly with regard to scope and schedule, as well as our role on their larger, new construction project teams, in general. We have worked closely with our clients' new construction architects, engineers, and general contractors, and we have experience working on creative phasing of projects that are intended to complement the realities of funding, planning, and timing of other projects at our clients' sites. We have considerable experience working collaboratively with our customers on their team for new construction projects, and we have brought to bear our technical expertise, design review and enhancements, project management, and commissioning capabilities. As the performance contracting ESCO, we have been able to navigate the complexities of process and communications, and have been able to bring the additional ESCO project funding stream and expertise to supplement and enhance the new construction work, and ultimately, to guarantee the savings.

We work collaboratively with our customers. We can support the City of Port St. Lucie in the development and implementation of sustainable **green strategies** including **LEED certification**.

Company Accreditations / Certifications:

- ✓ Accredited by the National Association of Energy Services Companies at the energy service provider (ESP) level. ESP is the most comprehensive and highest accreditation that NAESCO provides, and as such, includes all of the services offered by energy services companies, as well as energy supply options.
- ✓ The U.S. Department of Energy (DOE) and Department of Defense (DOD) have both designated ConEdison *Solutions* as an approved provider of energy efficiency, renewable energy and water conservation services to federally owned buildings and facilities nationwide.
- ✓ US Green Building Council for LEED assessment
- ✓ ENERGY STAR service and product provider
- ✓ US Postal Service SES contractor
- ✓ Member of the national Energy Services Coalition (ESC) and the Florida ESC
- ✓ Certified Florida Licensed Professional Engineering Firm
- ✓ Florida General Contracting License
- ✓ SPS is a Federally-certified Veteran-Owned Small Business and the firm's principal is a Certified Energy Auditor (Commercial) and a LEED AP O+M.

Technical Capability

BGA, Inc., a ConEdison Solutions company, is qualified for this project under Florida Statute 480.145 and Florida Statute 1013.23.

ConEdison *Solutions* has the technical expertise and capability to analyze and provide energy performance contracting services for all the areas referred to in the RFP including, but not limited to:

- ✓ Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- ✓ Plants. Distribution systems, cogeneration systems, etc.
- ✓ Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- ✓ Building envelope systems. Windows, insulation, weatherization, etc.
- ✓ Specialty Systems: laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- ✓ LEED-EB: LEED-EB strategies to improve operations and maintenance practices
- ✓ Water and Sewage Systems: automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.

Following is a list of ESCO contracts implemented by ConEdison *Solutions* Florida Office (aka BGA):

Hillsborough Community College	$ 3,719,277
Manatee Community College	$ 1,939,053
Central Florida Community College	$ 2,526,077
Escambia County Schools	$12,000,000
Charlotte County Public Schools	$ 6,000,000
Hillsborough County Public Schools	$ 2,005,263
Broward County Public Schools	$ 1,883,915
Franklin County Public Schools	$ 1,579,572
Miami Dade County Government (Current PC project)	$21,000,000
Miami Dade County Government (Past PC Projects)	$11,200,000
U. S. Postal Service Central FL District	$13,264,582
U. S. Postal Service, Various Districts	$50,000,000
U. S. General Services Administration	$ 1,500,000
Naval Air Station Jacksonville	$12,200,000
Department of Corrections	$11,738,930
St. Lucie County Government	$ 4,141,760
City of Winter Haven	$ 1,645,712
City of Hialeah	$ 749,074
City of Temple Terrace	$ 295,990
City of Plant City	$ 79,000
Tyndall AFB	$ 525,000
MacDill AFB	$ 644,914
U. S. Coast Guard	$ 200,000

To further compliment BGA's direct PC experience, ConEdison *Solutions*, ***BGA's parent, has provided more than $100 million in guaranteed performance contracting projects over the last 11 years with again a proven track record.***

Open Book Pricing Master Agreements

BGA, Inc., a ConEdison *Solutions* company, is at its core an energy engineering, design engineering and construction management firm. We have often been hired by Florida community colleges and public school districts to act as there owner's representative.

As and engineering based ESCO, our Performance Contracting cost structure is often more competitive than many of the traditional ESCOs. In fact, we have several major customers that have negotiated master energy services agreements with us using an Open-Book Pricing model. Four of these customers are highlighted on the following pages. We have been implementing energy conservation projects using our Florida office resources with these customers for many years.

UNITED STATES POSTAL SERVICE®

United States Postal Service

- ✓ $39+ million in PC projects
- ✓ 400+ sites, 40 states
- ✓ 18+ million sq. ft.
- ✓ Retrofitted 54,000 light fixtures
- ✓ **Open book pricing structure**

MIAMI-DADE COUNTY

Miami-Dade County Government

- ✓ $30 million in PC projects
- ✓ Interconnection and expansion of 2 chiller plants
- ✓ 15,000 tons of cooling/ 52,000 ton-hr
- ✓ **Open book pricing structure**

SIMON® | PROPERTY GROUP, INC.

Simon Property Group, Inc.

- ❑ Largest public real estate company in the U.S.
- ✓ $16+ million in projects developed
- ✓ 30+ sites, 13 states
- ✓ 15+ million sq. ft.
- ✓ **Open book pricing structure**

HCA
Hospital Corporation of America

Hospital Corporation of America

- ❑ Largest Investor owned hospital system in the U.S.
- ❑ $30 billion revenues, $24 billion assets
- ✓ $40+ million in projects installed
- ✓ 30+ hospitals
- ✓ **Open book pricing structure**

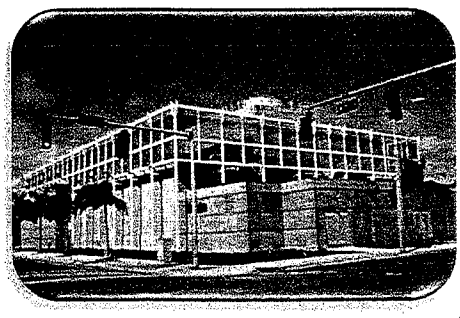
MIAMI-DADE COUNTY

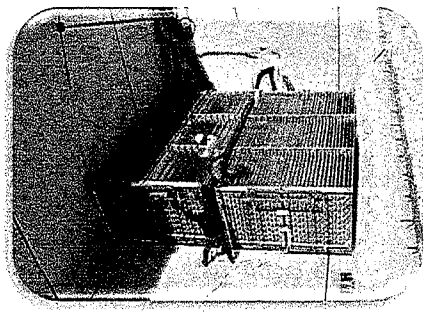
Overview:
In May of 2006, Miami-Dade County purchased the District Cooling Plant in Miami from TECO Energy, Inc. While the Plant was owned by TECO, it was operated by BGA through a Service Agreement that was ultimately assigned by TECO to the County. As a part of that Service Agreement, BGA manages, maintains, administers and provide engineering support for all Plant operations. The Plant currently provides district cooling services to three commercial customers of the County.

The total dollar value of the operating and management services provided by BGA to the County is $550,000, which includes all other expenses associated with the Plant, which are paid by the County, through BGA. The two contracts with these customers generate all revenues necessary to fund operations, repay the debt for the Plant purchase, and are sufficient to cover all future modifications required to expand the Plant and eventually connect the Plant to the County's downtown facilities. BGA's Service Agreement has been in effect since May of 2006. BGA is the prime contractor/service provider to the County for the Plant.

In September, 2009, the Florida Office, aka BGA, was selected by Miami-Dade County as their ESCO for the expansion and interconnection of two County-owned district cooling plants and loops. The Miami-Dade County Board of Commissioners approved the $20,310,700 PC project and Contract at its November 2010 Board Meeting and the financing was finalized in February, 2011.

Total Dollar Value of Contract: $20,310,700
Annual Savings: $1,551,646





Description of Work:
Miami-Dade County owned two separate district cooling loops in downtown Miami. One of these loops was aged and no longer capable of meeting the growing cooling needs of the downtown area.

BGA, Inc. / ConEdison Solutions designed and is currently implementing the cooling plant expansion and interconnection of the two separate district cooling loops. The new combined plant will be much more energy efficient and have a capacity of 19,000 tons and 52,000 ton-hours (with ice thermal energy storage capacity). ConEdison Solutions also currently operates and maintains the plant(s) for the County.

Contact: Jerry Hall, Director, 200 N.W. 1st Street. Miami, Florida 33128, (305) 375-3465

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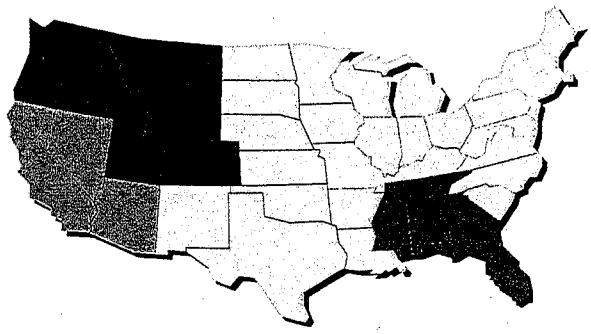
UNITED STATES POSTAL SERVICE®



Overview:
In 2006, BGA was competitively selected by the U.S. Postal Services (USPS) for a Shared Energy Savings (SES) Regional Contract for all of its SES projects located throughout Florida, Tennessee, Mississippi and Alabama, continuing its long-standing relationship with BGA dating back to 1998. In November of 2008, BGA was awarded an additional SES Contract allowing BGA to also perform SES work in the USPS' Pacific and Western regions, which includes California, Colorado, Oregon, Montana, Washington, Wyoming, Arizona, Nevada, Hawaii and Guam. BGA has already been awarded work in each of these states. In 2010, BGA expanded services in 3 existing USPS Regions: Southeast, Pacific, and Western 2; and added 2 new USPS Regions: Western 1 and Great Lakes.

Description of Work:
ECMs are implemented on a phased basis and authorized upon receipt of a Delivery Order issued against this SES Contract. To date, BGA has performed over 500 energy audits and over 90% of these audits have resulted in implementation orders throughout the United States.

BGA has performed upgrades/retrofits of the chillers, lighting systems, motor controls and adjustable variable speed drives, cooling systems, and energy management control systems, with the majority of the ECMs relating to lighting upgrades in the USPS' various processing and distribution centers and bulk mail centers.

Total Dollar Value of Contract to Date: $50,000,000

Prime or Subcontractor: BGA is the prime contractor for all work under this SES Contract.

Responsibilities and Results of the Projects:
BGA provided all labor, equipment, materials and incidentals required to complete the scope of work, including providing related project engineering, design, construction administration and construction inspection services.

Contacts and Telephone Numbers:

Nasser Almassi – (650) 615-7203	Nasser.Almassi@usps.gov
Brannon Christoff – (678) 442-6018	Brannon.c.christoff@usps.gov
Ken Downes – (303) 220-6582	Ken.Downes@usps.gov

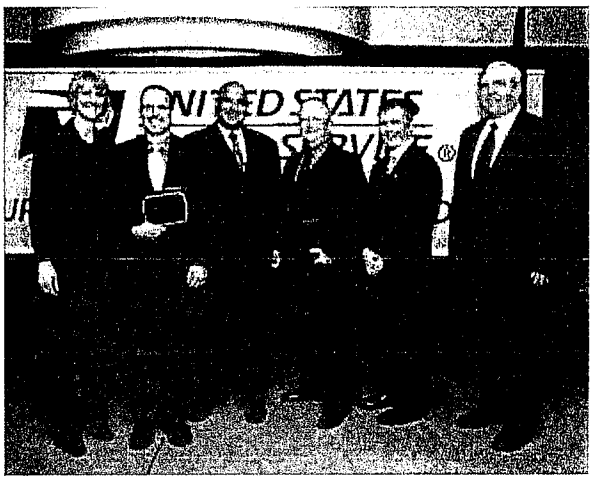
In 2009, BGA was awarded one of only six "National Supplier of the Year Awards" by the U.S. Postal Service. Coming from a USPS supplier network of more than 20,000 suppliers, this award is very prestigious. Moreover, BGA was the only energy service firm receiving this award. See below.

BGA, Inc. Earns 'Supplier Performance Award'

White Plains, NY – June 2, 2009: BGA, Inc., a subsidiary of ConEdison *Solutions* -- one of the country's leading energy services companies -- has earned a Supplier Excellence Award under the 2008 United State Postal Service (USPS) Supplier Performance Awards Program.

The award recognizes companies designated as "key suppliers" that demonstrate "outstanding supply chain management performance" and maintain "positive business relationships" with the Postal Service.

BGA, an energy services and engineering firm located in Tampa, Florida, was cited for excellence in delivering energy efficiency services to the USPS. Energy efficiency projects typically include upgrades to lighting and mechanical systems, as well as other energy improvements. The energy programs were praised for their cost-efficiency and also for helping the USPS enhance its services to the public.



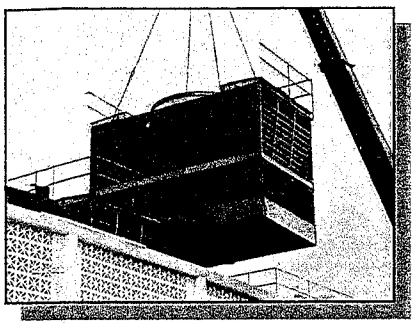
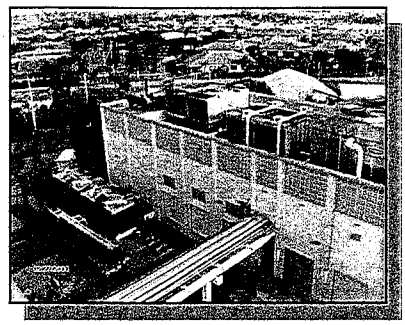
BGA, Inc., a subsidiary of ConEdison Solutions, was presented a Supplier Excellence Award by the United States Postal Service (USPS) at USPS headquarters in Washington, DC. Pictured: Susan M. Brownell, USPS Supply Management VP; Eric B. Lawton, BGA; Sunil A. Shah, BGA; Michael W. Gibson, BGA; James J. Dixon, ConEdison Solutions; John E. Potter, USPS Postmaster General and CEO.

This is the second time that ConEdison *Solutions* has been recognized by the USPS. In 2004, ConEdison *Solutions* itself received the Quality Supplier Award -- the prior title of the Supplier Excellence Award -- from the USPS for delivering substantial savings at hundreds of Postal Service locations throughout the greater New York City area.

"In today's energy marketplace, businesses and institutions of all kinds are implementing bold strategies to reduce energy use and energy spending," said Jorge Lopez, president of ConEdison *Solutions*. "We are proud to again be recognized by the USPS for superior performance as an energy services provider, and we look forward to further strengthening our partnership with the Postal Service in the years to come."

BGA and ConEdison *Solutions* have working relationships with the USPS extending as far back as 1997. Both have been recipients of a Shared Energy Services award from the Postal Service. Under this program, vendors receive a percentage or "share" of dollar savings attributable to energy conservation projects in return for assuming full implementation costs. In 2006, the USPS selected BGA to provide energy services to centers throughout the Southeast. At the same time, the Postal Service designated ConEdison *Solutions* to serve facilities in New York, New Jersey, Puerto Rico and the U.S. Virgin Islands. ConEdison *Solutions* acquired BGA, Inc in May 2007.

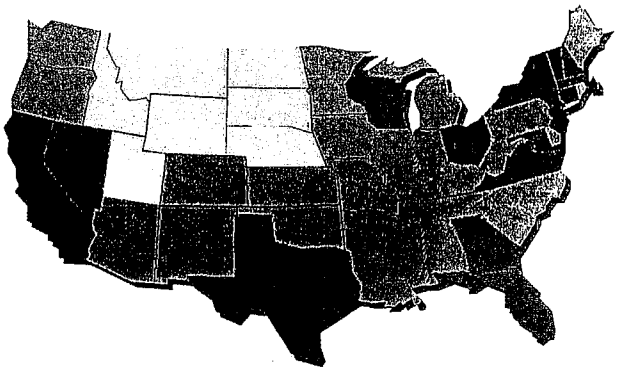
The presentation was made by the USPS at its 2008 Supplier Performance Awards Ceremony and Reception on Monday, May 11 at USPS headquarters in Washington, DC.

Hospital Corporation of America (HCA)
PROJECT SITES BGA HAS PERFORMED WORK

- Aventura Hospital and Medical Center
- Bay Hospital
- Brandon Regional Hospital
- Cedars Medical Center
- Columbia Hospital
- Englewood Community Hospital
- Fawcett Memorial Hospital
- Ft. Walton Beach Medical Center
- Gulfcoast Hospital and Medical Center
- JFK Medical Center
- Kendall Regional Medical Center
- Largo Medical Center
- Lawnwood Regional Medical Center
- North Florida Regional Medical Center
- Northwest Medical Center
- Oak Hill Hospital
- Ocala Regional Hospital and Medical Center
- Okeechobee Hospital
- Osceola Hospital and Medical Center
- Palms West Hospital
- St. Lucie Medical Center
- St. Petersburg General Hospital
- Sun City Hospital
- University Hospital
- West Side Regional Medical Center

SIMON® | PROPERTY GROUP, INC.



Overview:
Simon Property Group (SPG) is the largest public real estate company in the USA. SPG owns or has an interest in at least 380 properties in the United States comprising more than 258 million square feet of gross leasable area in 39 states, plus Puerto Rico.

SPG has developed an Energy Efficiency Outsourcing Program to identify, design, build and monitor projects that promote energy efficiency within Simon owned/managed properties. These energy efficient projects include the installation of energy-related systems such as chiller plants, roof top HVAC units and boilers; lighting systems; building automation and energy management control systems; peak-shaving power supply systems; variable speed/frequency drives and high-efficiency motors; and metering systems.

Description of Work:
BGA performs energy efficiency work on a sole source basis to Simon Property Group under a Master Energy Services Agreement. Since the execution of this agreement in 2007, BGA has performed numerous audits at Simon Malls in 13 states.

Typical Project Scope for Malls include: EMS upgrades or replacements, EMS recommissioning, chiller or rooftop replacement, VFDs, motors, VAV control, parking garage lighting replacement or retrofit, parking lot pole lighting replacement, Interior HID upgrades or replacement, complete lighting system replacements, faucet and toilet upgrades or replacement, irrigation system modifications, and irrigation pumping system upgrades.

Total dollar Value of the Contract: $3 million
Contract Duration: June, 2007- present
Prime or Subcontractor: BGA is the prime contractor for all work under this Master Contract.

Responsibilities and Results of the Project:
BGA provided all labor, equipment, materials and incidentals required to complete the scope of work, including providing related project engineering, design, construction administration and construction inspection services.

From these audits, BGA has prepared and submitted to SPG, $16 million of energy efficiency projects have been developed. To date, $3 million have been designed and constructed by BGA, saving SPG $1 million annually in energy and operational savings.

Contact and Telephone Number:
Bill Gruen – (317) 636-1600

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Clients: Government & Non Profit Groups

FEDERAL

Federal Aviation Administration New England Region, Burlington, MA
General Services Administration (GSA), VISN #2, multiple locations New York, NY
GSA Department of Justice, Dallas, TX
GSA Federal Court House Building, Fort Lauderdale, FL
GSA Internal Revenue Service, Farmers Branch, TX
GSA Northeast Region, Boston, MA
GSA R.L. Timberlake, Jr. Federal Building, Tampa, FL
National Archives & Records Administration Boston, MA
Veterans Administration (VA)
VA, Bronx, NY; **VA,** Queens, NY
VA, Westchester, NY
GSA VISN #3, NYC Medical Center New York, NY

STATE AND MUNICIPAL

Alexandria Sanitation Authority, VA
Arlington County, VA
Bergen County Utility Authority, Little Ferry, NJ
Buchanan County, MO
Charlotte County, Port Charlotte, FL
City of Boca Raton, FL
City of Charlottesville, VA
City of Concord, NH
City of Ft. Myers, FL
City of Hialeah, FL
City of Northampton, MA
City of Pittsburg, KS
City of Tallahassee, FL
City of Temple Terrace, FL
City of Winter Haven, FL
City of Ybor, FL
Dept. of Environmental Protection, Tallahassee, FL
Dept. of Management Services, Miami, FL
Dept. of Military Affairs, St. Augustine, FL
Essex and Union Counties, NJ
Florida Dept. of Military Affairs, St. Augustine, FL
FL. Division of Fruits & Vegetables, Winter Haven, FL
Goshen County, Torrington, WY
Hernando County Government, Brooksville, FL
Kansas Insurance Department, Topeka, KS
Loudoun County, VA
Miami-Dade County, FL
Middlesex Water Company, NJ
Missouri State Fairgrounds, Sedalia, MO
New York Power Authority, NY
Plant City Public Works, PA
Polk County Government, Bartow, FL
Rhode Island Airport, RI
Southbridge Water Department, Southbridge, MA
St. Lucie County, Fort Pierce, FL
Sedgwick County, Wichita, KS
Suwannee County, Live Oak, FL
Trenton Water Works, Trenton, NJ

CORRECTIONAL FACILITIES

Arlington County Justice Center, VA
El Dorado Correctional Facility, KS
Jefferson City Sheriff's Dept., Golden, CO
Lansing Correctional Facility, KS
Norton Correctional Facility, KS
Winfield Correctional Facility, KS

U.S. POSTAL SERVICE

Atlanta Bulk Mail Center, GA
Barrigada Main Post Office (MPO), Guam
Billings Processing & Distribution Center (P&DC), MT
Central Florida District, FL
Chattanooga P&DC, TN
Cheyenne P&DC, WY
Denver, P&DC, CO
Dominic V. Daniels P&DC, Kearny, NJ
Eastern Facilities Service Office (FSO), Greensboro, NC
Eugene P&DC, OR
Great Lakes FSO, Bloomingdale, IL
Grand Central Station MPO, New York, NY
Honolulu P&DC, HI
JFK Air Mail Facility, New York, NY
Kilmer P&DC, Edison, NJ
Los Angeles, P&DC, CA
Manasota P&DC, Sarasota, FL
Miami, P&DC, FL
Morgan P&DC, New York, NY
Monmouth P&DC, NJ
Pacific FSO, South San Francisco, CA
Phoenix General Mail Facility, AZ
Reno P&DC, NV
San Francisco, P&DC, CA
San Juan P&DC, Puerto Rico
Southeast FSO, North Metro, GA
Spokane P&DC, WA
Springfield P&DC and National Distribution Center, MA
Suncoast District, FL
Teterboro P&DC, NJ
Trenton P&DC, NJ
Westchester P&DC, White Plains, NY
Western FSO, Englewood, CO
Whippany P&DC, Kearney, NJ

U.S. MILITARY

Hanscom Air Force Base, Bedford, MA
MacDill Air Force Base, Tampa, FL
National Naval Medical Center, Bethesda, MD
Naval Air Station, Jacksonville, FL
Tyndall Air Force Base, Panama City, FL
U.S. Army Garrison at Fort Hamilton, Brooklyn, NY
U.S. Army Reserves, New York, NY
U.S. Coast Guard, Boston, MA; Staten Island, NY; Sandy Hook, NJ
U.S. Navy, District of Washington Anacostia Annex, Washington, D.C.
U.S. Navy, Washington Navy Yard, Washington, D.C.

MUSEUMS

John F. Kennedy Presidential Library and Museum, Boston, MA
Museum of Science and Industry, Tampa, FL
U.S. Naval Museum, Washington, D.C.
USS Intrepid Sea, Air and Space Museum, New York, NY

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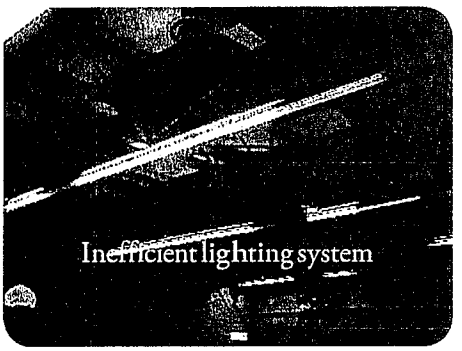
Case Study

Escambia County Public Schools

Pensacola, FL


Inefficient lighting system

Lighting after retrofits and upgrades

PROJECT HIGHLIGHTS

Environmental Benefits
Under measurement

Capital Costs
$12,000,000

Annual Savings
$1,011,000

Schedule Compliance
All 4 phases completed on time

Budget Compliance
All 4 phases completed within budget

PROJECT DESCRIPTION: Energy Savings Performance Contract

Challenge: Escambia County is the western most county in the State of Florida. The district administers 35 elementary schools, nine middle schools, and seven high schools, as well as a number of specialized centers. ConEdison *Solutions* through its subsidiary, BGA, Inc., was selected in 1999 to work with Escambia County on a comprehensive energy savings performance contract that included project management, site energy audits, energy modeling, financing arrangements, engineering design, construction management, commissioning, and training of owner staff. Quarterly measurement and verification of energy conservation measures were also part of the contract with Escambia County Schools.

PROJECT SCOPE

Solution: Under the Energy Saving Performance Contract, $12 million in facility and infrastructure improvement projects were developed and implemented in four phases over a three year period. This district-wide program involved various mechanical, electrical and plumbing retrofit renovations at 65 separate facilities throughout Escambia County.

> "The results... were almost immediate, and the actual savings were greater than... projected. They didn't over-promise and under-deliver."
>
> Ted Krichharr
> Former Assistant Superintendent Facilities
> School District of Escambia County

ENERGY CONSERVATION MEASURES

Phase I
- Installation of energy-efficient equipment and controls to replace inefficient water-cooled chillers, cooling towers, chilled water pumps, DDC control systems and air handling unit and fan motors
- Replaced and/or retrofitted fluorescent lighting system at 14 occupied facilities

Phase II
- New Variable Air Volume (VAV) air handling system
- New boilers
- New circulating pumps
- New externally-lined metal duct work in school kitchens
- A 28 school, district-wide renovation program

Phase III
- Performed comprehensive lighting retrofits at 15 facilities
- Water conservation projects at 8 facilities
- Installed new space heating boiler controls at 2 locations
- Installed HVAC time clock controls and programmable thermostats at 16 facilities
- Installed condensing water boilers at 2 facilities

Phase IV
- Installed the 733 Smart Saver thermostats and split DX systems
- Renovation of HVAC and lighting
- Installation of condenser water pumps and variable frequency drives

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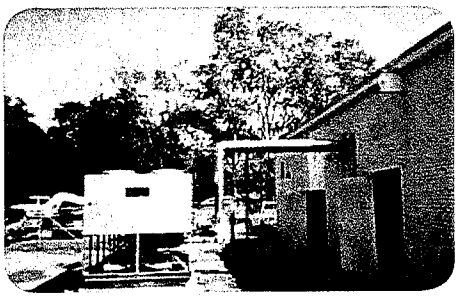
Case Study

Franklin County Public Schools
Apalachicola, FL



PROJECT HIGHLIGHTS

Environmental Benefits
Under measurement

Capital Costs
$1,579,572

Annual Savings
$64,848

Schedule Compliance
Completed on time

Budget Compliance
Completed within budget

PROJECT DESCRIPTION: Energy Savings Performance Contract

Challenge: Like many Florida school districts, Franklin County seeks to provide its students with the safest and most productive learning environment. It was challenged with a lean annual budget, inadequate classroom lighting, inefficient heating, cooling and ventilating equipment, and an aged fire protection system. ConEdison *Solutions,* through its subsidiary, BGA, Inc., was selected to work with Franklin County on an energy saving performance contract to help improve the district's ailing schools.

PROJECT SCOPE

Solution: BGA, Inc. was selected in 1998 to work with Franklin County under a comprehensive energy savings performance contract. The contract included site energy audits, energy modeling, financing arrangements, engineering design, construction management, commissioning and measurement and verification for the County's four schools and its district office building. As part of the program that is governed by a Florida statue, the performance contract is guaranteed to save Franklin County Public Schools $1.5 million over the next 20 years. In the first three years of measurement, not only was the guarantee met, but it exceeded the anticipated savings every year. The extra savings, nearly $24,000, goes right into the district's budget for use on other important school needs.

ENERGY CONSERVATION MEASURES

Lighting upgrade
- Replaced fluorescent lighting with T12 lamps and magnetic ballasts with energy-efficient T8 lamps and low-power solid-state electronic ballasts
- Replaced Fluorescent exit signs with LED lighting
- Replaced incandescent lighting with compact fluorescent lighting system

Retrofit of plant/solar building
- Installed new premium efficiency primary/secondary chilled and hot water pumping systems with variable frequency drives
- Installed high-efficiency air-cooled screw chiller
- Installed a new modular high efficiency propane fired boiler system with electronic ignition
- Installed new dedicated high-efficiency propane fired domestic hot water heater
- New DDC controls system

Energy management systems
- Programmable run time scheduling of the mechanical equipment based on calculated loads and ambient air conditions, equipment optimization, space temperature control and relative humidity override capability

Power manager
Installation of a TeCom InterLane Power Manager at each site allowing the schools to monitor and control their energy use

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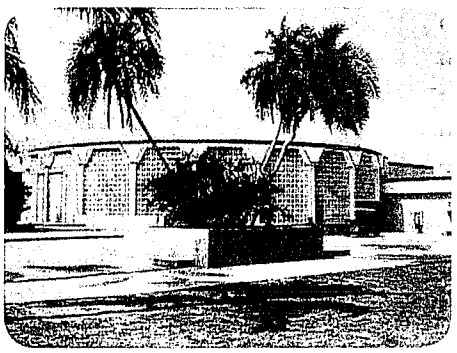
Case Study

Manatee Community College

Bradenton, FL



PROJECT HIGHLIGHTS

Environmental Benefits
Under measurement

Capital Costs
$1,939,033

Annual Savings
$170,589

Schedule Compliance
Completed on time

Budget Compliance
Completed within budget

PROJECT DESCRIPTION:
Energy Savings Performance Contract

Challenge: In 2000, ConEdison *Solutions*, through its subsidiary, BGA, Inc., was selected through a competitive process by the District Board of Trustees of Manatee Community College to develop, design and install a variety of energy efficiency measures under a Guaranteed Energy Savings Performance Contract.

PROJECT SCOPE

Solution: A thorough site energy audit was performed. The information gathered from the audit was modeled and a project was developed. The college accepted the project and an engineering design, construction management, mechanical construction, commissioning, training, and ongoing measurement and verification plans were drawn up and put into motion. Third-party financing was also arranged to complete the performance contract offer for the college.

ENERGY CONSERVATION MEASURES

Lighting Retrofit
Replaced existing lighting system with energy-efficient metal halide, fluorescent and incandescent fixtures that improved operating performance and lowered energy consumption.

Variaibe Frequency Air Drives
Retrofitted three constant air handling units for the gymnasium to VAV (variable air volume). The variable frequency drive offers a more energy-efficient method of varying air volume by controlling the frequency of the electric power serving each motor.

Airside/Electrical Renovation
Replaced the entire cooling, heating and associated electrical systems in the Educational Complex with energy-efficient systems that eliminated code deficiencies and reduced mounting deferred maintenance.

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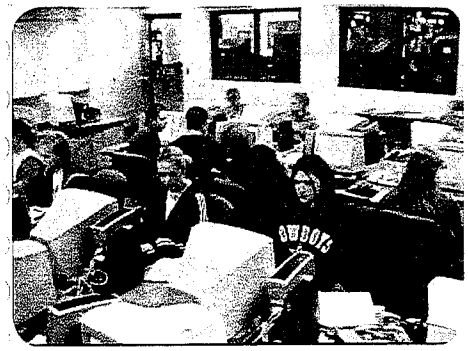
Case Study

School District of Hillsborough County
Tampa, FL



PROJECT HIGHLIGHTS

Environmental Benefits
Under measurement

Capital Costs
$2,005,000

Annual Savings
$208,400

Schedule Compliance
Equipment was ordered, delivered, and installed in a two month time period before the end of the summer session

Budget Compliance
Completed within budget

PROJECT DESCRIPTION: Energy Savings Performance Contract

Challenge: The School District of Hillsborough County wanted to improve the lighting in each of its classrooms to boost student learning and teacher productivity. In addition, the district wanted to replace old and inefficient facility equipment with new equipment, and improve the overall building infrastructure in a number of schools.

PROJECT SCOPE

Solution: ConEdison *Solutions,* through its subsidiary, BGA, Inc., was selected to develop and implement a performance contract program to improve 11 of the district's schools. Once the program was developed and approved, the team had just two months over the summer to complete $2 million in construction and renovation projects. The new technology improved operating performance and lowered energy consumption. Color rendering index, component life, and quality of light were all dramatically improved through the utilization of this new lighting technology.

ENERGY CONSERVATION MEASURES

Lighting retrofit
- Installation of compact fluorescents
- Installation of low power electronic ballasts
- Installation of T8 fluorescent lamps

Infrared occupancy sensors
Installation of passive sensors on the retrofit lighting system at the Shaw Elementary School

Water efficiency
Installation of low-flow components: toilets, urinals, new faucet aerators; to reduce water consumption and sewer costs

Chiller upgrade
Replacement of an aged air-cooled chiller and corresponding chilled water pump and electrical components with new equipment

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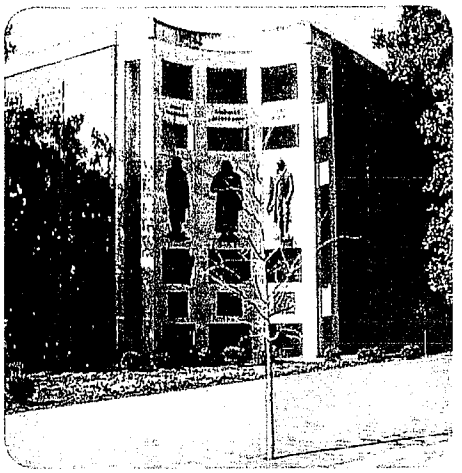
Case Study

Charlottesville City and Schools

Charlottesville, VA



PROJECT HIGHLIGHTS

Environmental Benefits

1,996 tons of harmful greenhouse gas emission reduced annually

Equivalent to:

- Preserving 12.6 acres of forest from deforestation* or
- Conserving 4,210 barrels of oil*

Capital Costs

$1,835,893

Annual Savings

$198,059

Annual Utility Cost Reduction

10%

*Sources:

- Leonardo Academy's Cleaner & Greener℠ Emissions Reduction Calculator http://www.cleanerandgreener.org/resources/emission_reductions.htm
- U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator http://www.epa.gov/cleanenergy/energy-resources/calculator.html

PROJECT DESCRIPTION

Energy Savings Performance Contract

Challenge: The City of Charlottesville's utility costs increased 35% in a single year. With the rising cost of energy, the city faced a potentially significant impact on budgets now and into the future. This project involved 32 buildings, which included all the major municipal buildings (city hall, courthouse, detention center, central fire station, library, parks and recreation, etc.) and nine schools, totaling 1,478,499 square feet.

PROJECT SCOPE

Solution: ConEdison *Solutions*, was able to help the city decrease energy consumption and save taxpayer dollars by implementing lighting upgrades and water conservation measures.

In addition to those measures, a solar water heating system was installed in the city's fire station. Since the fire station is occupied twenty-four hours a day, seven days a week, there is a large demand for hot water. The water heaters in the facility use natural gas to heat the water. The solar hot water system uses the energy from the sun to preheat the water. This allowed the city to reduce the amount of natural gas needed to heat the water to the appropriate temperature.

Contact:
Lance Stewart
Facilities Maintenance Manager
201 4th Street NW
Charlottesville, VA 22902
434.970.3665

Construction start date:
May 2008

Construction end date:
October 2008

ENERGY CONSERVATION MEASURES

- Lighting System Upgrade
- Installed Solar Water Heater
- Water Conservation

"...ConEdison Solutions performed a Technical Energy and Water Savings Audit of all the buildings in the City of Charlottesville, VA. ...Using the audit recommendations to justify project return on investment, the City initiated approximately $1 million in much-needed capital improvements. The City also executed an energy performance contract with ConEdison Solutions for an additional $1.8 million of recommended improvements. We consider this a great success story. Our actual energy savings have exceeded what was guaranteed, resulting in immediate savings to our taxpayers. We now expect our investment to be returned within 7 years.

...I have been extremely impressed with the team assigned by ConEdison Solutions. They have proven to be knowledgeable, flexible, detail-oriented professionals, whose first concern is always my first concern."

Lance Stewart
Facilities Maintenance Manager
City of Charlottesville, VA

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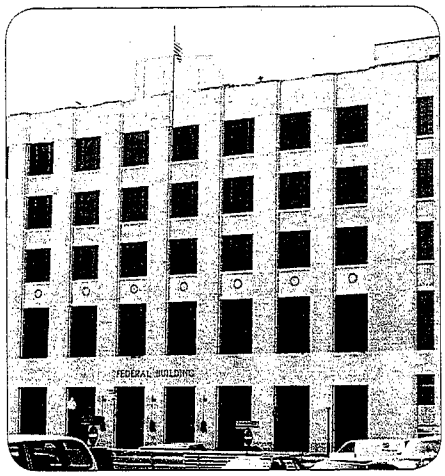
Case Study

General Services Administration

Department of Justice

Dallas, TX



PROJECT HIGHLIGHTS

Environmental Benefits

4,119 tons of harmful greenhouse gas emissions reduced annually

Equivalent to:

- Preserving 26.1 acres of forest from deforestation* or
- Conserving 8,689 barrels of oil*

Capital Costs

$2,665,898

Annual Savings

Energy: $282,220

* Sources:

- Leonardo Academy's Cleaner & Greener℠ Emissions Reduction Calculator http://www.cleanerandgreener.org/resources/emission_reductions.htm
- U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator http://www.epa.gov/cleanenergy/energy-resources/calculator.html

PROJECT DESCRIPTION

Energy Savings Performance Contract

Challenge: This Department of Justice facility was in need of mechanical and electrical upgrades. The staff was reporting on-going problems with the controls systems when working with controllers and the energy management system. A water heater had reached the end of its useful life and needed to be replaced. The biggest challenge ConEdison *Solutions* faced, through its subsidiary Custom Energy Services, was keeping a computer room used to monitor critical nation-wide operations on a 24/7 basis, consistently cool. Also, this is a historic building and all work needed to take that factor into consideration.

PROJECT SCOPE

Solutions: Due to the critical nature of this computer system, the team had to maintain the temperature in the computer room throughout construction using redundant systems. This redundancy is now a safeguard for emergencies.

Awards

The GSA staff that worked with us in developing this project received the 2003 Federal Energy & Water Management Award for their efforts. The award honors individuals and organizations who have made a significant contribution to the efficient use of energy and water resources in the Federal Government.

Contact:

Carol Lautzenheiser
Facilities Manager
819 Taylor Street, Room 12A1
Fort Worth, TX 76102
817-978-6151

Construction Start Date:

May 2001

Construction End Date:

June 2002

ENERGY CONSERVATION MEASURES

Lighting and Lighting Controls

- High efficiency lighting
- Occupancy sensors

Building Controls

Energy management system

Heating and Cooling

- DX to chilled water
- Variable frequency drives
- Chiller plant consolidation

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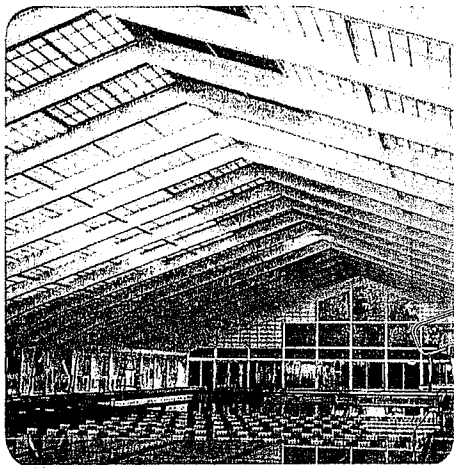
Case Study

Hanscom Air Force Base

Bedford, MA



PROJECT HIGHLIGHTS

Environmental Benefits

3,169 tons of harmful greenhouse gas emissions reduced annually*

Equivalent to:

- Preserving 21 acres of forest from deforestation* or
- Conserving 6,072 barrels of oil*

Capital Costs

$8,323,855

Annual Energy Savings

$1,056,832

Annual O & M Savings

$178,832

Utility Rebate Incentive

$789,045

* Sources:

- Leonardo Academy's Cleaner & Greener℠ Emissions Reduction Calculator http://www.cleanerandgreener.org/resources/emission_reductions.htm
- U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator http://www.epa.gov/cleanenergy/energy-resources/calculator.html

PROJECT DESCRIPTION:

Energy Savings Performance Contracting

Challenge: Hanscom Air Force Base (HAFB) encompasses more than 109 buildings totaling over 2.5 million square feet in the Boston suburbs. HAFB is responsible for providing research and development services to numerous air force organizations throughout the world. HAFB also houses one of the premier research facilities of the Massachusetts Institute of Technology (MIT).

ConEdison *Solutions* was tasked with identifying and implementing energy conservation measures throughout the entire HAFB campus. Energy audits were conducted during the Detailed Energy Study phase at each facility and included detailed equipment inventories and power usage measurements.

PROJECT SCOPE

Solution: Comprehensive engineering and economic analyses were performed including studies to determine what measures would produce the most significant benefit. Analysis included life-cycle cost analysis, savings calculations, and metering and verification of equipment operation. The results of the Detailed Energy Study phase, prompted HAFB to issue three consecutive Delivery Order Awards (DOA) to ConEdison *Solutions* for firm fixed-price contracts. ConEdison *Solutions* managed turn-key installation of all measures, hired subcontractors, coordinated schedules with facility staff, and trained facility personnel to operate equipment. ConEdison *Solutions* also managed disposal of debris and recycling of material, where appropriate. Additionally, ConEdison *Solutions* arranged project financing and secured a significant utility incentive for the energy efficiency upgrades.

Contact:
Joan Croteau
Director of Engineering
Hanscom Air Force Base
Bedford, MA
Phone: 781-377-4350
Email: joan.croteau@hanscom.af.mil

ENERGY CONSERVATION MEASURES

Heating Ventilation Air Conditioning (HVAC)

- Installed an all new variable volume HVAC system with state-of-the-art systems and controls
- Redesigned the exhaust system
- Achieved 75% energy savings

Passive Solar Natatorium

- Installed an innovative heat-recovery dehumidification/heating system
- Reduced pool water heating and dehumidification costs by over 80% using a pool cover
- Open air design limits need for mechanical HVAC equipment

Steam System Upgrades

- Installed high-efficiency, low-maintenance steam traps

Residential Upgrades

- Installed energy-efficient HVAC and lighting controls
- Insulated the roofs

Lighting System Upgrades

- Installed high-output T-8 systems with electronic ballasts
- Installed lighting controls
- Lighting electricity load/demand declined by over 40%

Water Conservation

- Saves 3,071,109 gallons of water annually*

Energy Management System Upgrades

- Added optimum start-stop, demand controlled ventilation, pump and air handling unit control, zone thermostats with override controls, occupancy based HVAC controls

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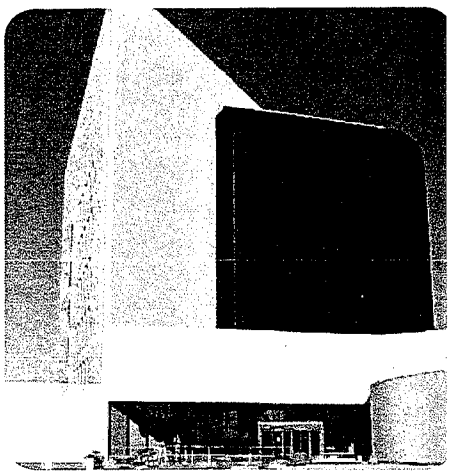
Case Study

National Archives and Records Administration

John F. Kennedy Presidential Library and Museum

Boston, MA



PROJECT HIGHLIGHTS

Environmental Benefits
Over 3,018 metric tons of CO_2 per year eliminated*

Capital Costs
$8,859,684

Annual Savings
$733,805

Utility Rebates
Received over $1,000,000

Schedule Compliance
Completed on time

Budget Compliance
Completed within budget

*Source: eGRID2007V. 1.0 Year 2005 GHG Annual Output Emission Rates

PROJECT DESCRIPTION: Federal Energy Savings Performance Contract

Challenge: The National Archives and Records Administration (NARA) is responsible for preserving all records of historical significance pertaining to the United States government and overseeing all presidential libraries. The John F. Kennedy Presidential Library and Museum, designed by I.M. Pei, is 135,000 square feet and includes a 110 foot glass-enclosed pavilion, a nationally known presidential museum, two 230-seat orientation theaters, a conference facility, extensive archival storage areas, and research/office areas. The facility was an all-electric building with air-cooled water chillers for cooling and electric resistance coils for heating. Most of the archival spaces did not meet NARA environmental standards for ensuring artifact preservation.

PROJECT SCOPE

Solution: Projects were developed that would not only conserve energy but also preserve the archives through climate control and be aesthetically compatible with the library. A Feasibility Study focusing on lighting improvements, cooling/heating requirements, dehumidification/humidification needs, and re-commissioning of equipment was conducted. Study projections were based on extensive metering of the building and many of its energy systems. ConEdison *Solutions* performed full commissioning, and developed a measurement and verification (M&V) plan and M&V reports to validate the accuracy of the projected savings. ConEdison *Solutions* also developed and implemented an operations and maintenance plan for the facility's staff and obtained over $1 million in rebates from NStar and KeySpan for NARA.

ENERGY CONSERVATION MEASURES

Lighting upgrades
- Installed high efficiency lighting system in non-exhibit areas
- Converted incandescent exit signs to LED
- Installed long-life induction lighting fixtures in atrium

Energy management controls
- Converted HVAC energy management systems to direct digital controls

Archival environmental system
Installed innovative system designed to protect archival materials:
- High efficiency dehumidificaton/humidification system with heat recovery
- High efficiency filtration system

Heating system
- Converted building from electric heat to hydronic gas-fired condensing hot water system

Chiller replacement
- Installed two water-cooled, variable-speed centrifugal chiller systems

Water efficiency
- Replaced or retrofitted all fixtures (toilets, urinals, sinks and showers) with water-saving devices
- Upgraded water supply pump to a high-rise automatic water pressurization system

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2. Experience Within The City For Similar Projects

United States Postal Service Shared Energy Savings (SES) Contract Projects

Current Projects:

- City of Port St. Lucie United States Postal Service Main Post Office-
  BGA, Inc. performed a technical energy analysis recommending certain Energy Conservation Measures (ECMs) to be implemented. Project includes installing new ADM Micro Control system on existing rooftop units.

- City of Fort Pierce United States Postal Service Post Office-
  BGA, Inc. performed a technical energy analysis recommending certain Energy Conservation Measures (ECMs) to be implemented. Project includes installing a new VFD Control system on existing AHU-3 and AHU-4 units.

In 2009, BGA was awarded one of only six "National Supplier of the Year Awards" by the U.S. Postal Service. Coming from a USPS supplier network of more than 20,000 suppliers, this award is very prestigious. Moreover, BGA was the only energy service firm receiving this award. See below.

BGA, Inc. Earns 'Supplier Performance Award'

White Plains, NY – June 2, 2009: BGA, Inc., a subsidiary of ConEdison *Solutions* -- one of the country's leading energy services companies -- has earned a Supplier Excellence Award under the 2008 United State Postal Service (USPS) Supplier Performance Awards Program.

The award recognizes companies designated as "key suppliers" that demonstrate "outstanding supply chain management performance" and maintain "positive business relationships" with the Postal Service.

BGA, an energy services and engineering firm located in Tampa, Florida, was cited for excellence in delivering energy efficiency services to the USPS. Energy efficiency projects typically include upgrades to lighting and mechanical systems, as well as other energy improvements. The energy programs were praised for their cost-efficiency and also for helping the USPS enhance its services to the public.

BGA, Inc., a subsidiary of ConEdison Solutions, was presented a Supplier Excellence Award by the United States Postal Service (USPS) at USPS headquarters in Washington, DC. Pictured: Susan M. Brownell, USPS Supply Management VP; Eric B. Lawton, BGA; Sunil A. Shah, BGA; Michael W. Gibson, BGA; James J. Dixon, ConEdison Solutions; John E. Potter, USPS Postmaster General and CEO.

This is the second time that ConEdison *Solutions* has been recognized by the USPS. In 2004, ConEdison *Solutions* itself received the Quality Supplier Award -- the prior title of the Supplier Excellence Award -- from the USPS for delivering substantial savings at hundreds of Postal Service locations throughout the greater New York City area.

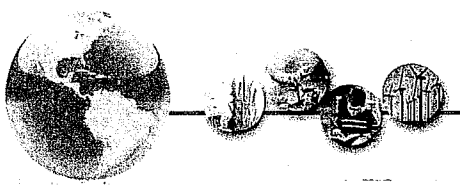
"In today's energy marketplace, businesses and institutions of all kinds are implementing bold strategies to reduce energy use and energy spending," said Jorge Lopez, president of ConEdison *Solutions*. "We are proud to again be recognized by the USPS for superior performance as an energy services provider, and we look forward to further strengthening our partnership with the Postal Service in the years to come."

BGA and ConEdison *Solutions* have working relationships with the USPS extending as far back as 1997. Both have been recipients of a Shared Energy Services award from the Postal Service. Under this program, vendors receive a percentage or "share" of dollar savings attributable to energy conservation projects in return for assuming full implementation costs. In 2006, the USPS selected BGA to provide energy services to centers throughout the Southeast. At the same time, the Postal Service designated ConEdison *Solutions* to serve facilities in New York, New Jersey, Puerto Rico and the U.S. Virgin Islands. ConEdison *Solutions* acquired BGA, Inc in May 2007.

The presentation was made by the USPS at its 2008 Supplier Performance Awards Ceremony and Reception on Monday, May 11 at USPS headquarters in Washington, DC.

Past Projects:

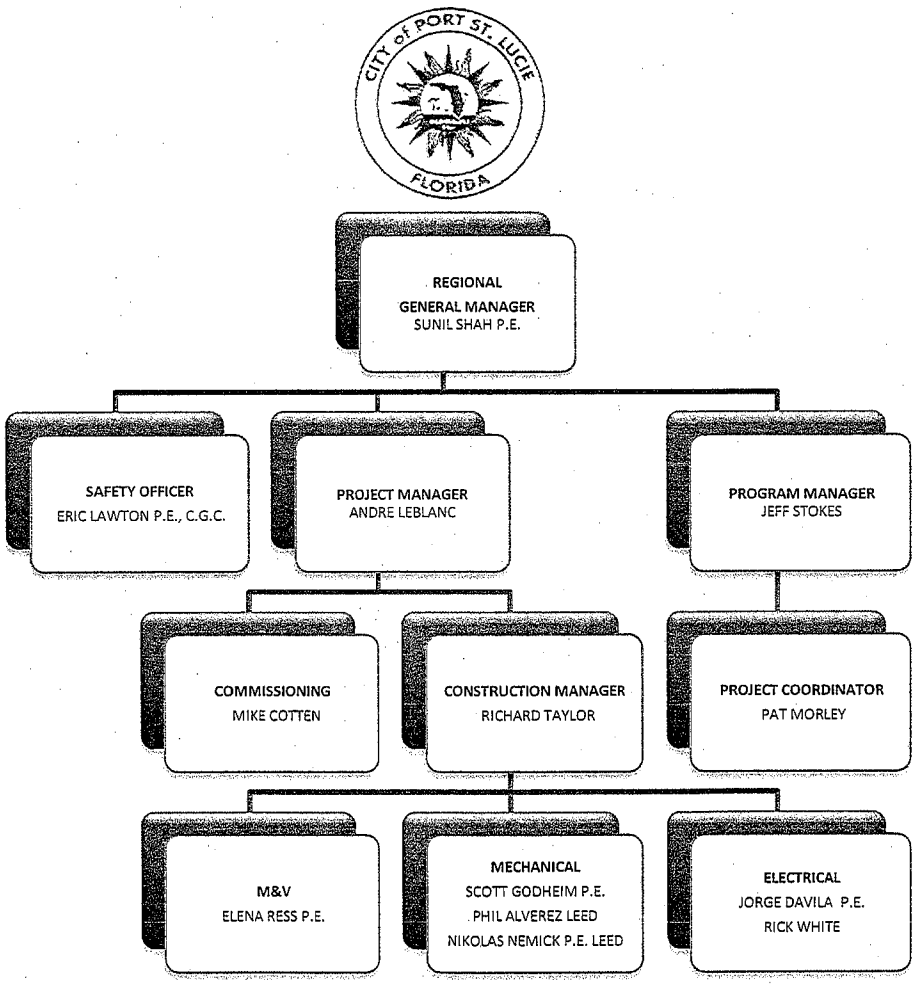
- St. Lucie Medical Center
- Longwood Medical Center
- City of Port St. Lucie Courthouse
- Rock Road Jail
- St. Lucie METS Stadium
- St. Lucie AG Center



3. Assigned Staff Qualifications

ConEdison *Solutions*' Tampa Office (aka BGA, Inc.) has an extensive staff of energy and engineering professionals including the credentials of licensed professional engineers, licensed contractors, Certified Energy Managers, Certified Lighting Efficiency Professionals, and Leadership in Energy and Environmental Design (LEED) Accredited Professionals. The proposed team has direct experience providing more than 20 years of engineering services to the Florida community and more than a 10 year resume as a prime performance contractor with over $100 million of installed energy performance contracting projects in Florida.

The ConEdison *Solutions*' Performance Contracting Team:



Sunil Shah, Regional General Manager ConEdison *Solutions*
Mr. Shah is responsible for providing client service, fiscal performance, marketing and sales, operations and business administration functions, as well as serving a project/program management role for complex projects that require significant coordination. He has direct responsibility for project performance regarding project budgets, quality, schedule compliance, and coordinating project management.

Mr. Shah is versed in mechanical engineering and general construction practices including scheduling, cost estimating, safety, and project programming. Mr. Shah served as the United States Postal Service Program Manager for the Pacific Region and Great Lakes Region. Projects include removal of existing high intensity discharge lighting, installing new fluorescent high bay lighting and digital lighting control system per USPS specifications; retrofitting T12 fluorescent fixtures to T8 fluorescent fixtures; LED technology application; retrofit incandescent lighting to compact fluorescent; application of motion sensors; Commissioning, Measurement and Verification of Savings. Mr. Shah has recently been promoted to Regional General Manager of the SE Office.

Jeff Stokes
Mr. Stokes has been involved in the performance contracting business for 20 years. He began his career in Ohio, which became the first State to pass performance contracting legislation allowing public school districts to enter into performance contracting agreements.

While in Ohio, he was the Program Manager for performance contracting projects implemented in 23 of Ohio's public school districts. Jeff moved to Florida in 1996 to continue his performance contracting career. His major Florida performance contracting projects include Hernando County Schools ($17.4M), Polk County Government ($6.7M), The City of St. Petersburg – Tropicana Field ($5.6M) and Hernando County Government ($1.4M).

Also, while with a major Florida utility, Jeff was integral to the company's performance contracting selections for Marion County Schools, the Department of Management Services, the Hillsborough County Sheriff's Office, Leon County Government and the University of South Florida in St. Petersburg. Jeff has been involved with energy audits in over 200 facilities throughout his career.

Mr. Stokes will be the Performance Contracting Program Manager for the City of Ft. Pierce. He will be involved throughout the entire project including the energy audits, project design, project financing, project implementation, project monitoring and verification and ongoing maintenance.

Eric Lawton
Eric is a registered professional engineer and certified general contractor. He graduated Magna Cum Laude from the University of South Florida with a Bachelor of Science Degree in Mechanical Engineering.

During his 17-year tenure at ConEdison *Solutions* Southeast Office, he managed and/or developed district-cooling projects and guaranteed energy performance contract projects across the country both directly for ConEdison *Solutions* Southeast Office as the prime performance contractor, and as an agent of other national performance contracting entities. He is thoroughly familiar and experienced in the acquisition of financing for guaranteed energy saving projects, contract documents, as well as measurement and verification protocol for energy project performance.

Eric is versed in mechanical engineering and general construction practices including scheduling, cost estimating, safety, and project programming.

Andre LeBlanc
Since the early 1990's, Andre' has participated in the design and implementation of numerous integrated systems projects that include the integration of microprocessor based technologies into a single building management system. Applications include the integration of fire alarm systems, security systems, building automation systems, power distribution systems, emergency generator systems, UPS systems, laboratory and fume hood systems, as well as heating and ventilation systems. Specific areas of expertise include the following:

- ✓ Mechanical and electrical systems operation, design and integration
- ✓ Microprocessor based distributed intelligence system applications and design

Michael Cotten
Michael is experienced in the design, engineering, programming, operations, installation, start-up, commissioning, owner training, and after the sale customer relations.

Michael does project estimating including proposal generation for negotiated and plan and spec market. He handles project management including materials procurement, manpower loading and execution of company's installation standards.

He has extensive training and experience in project management, sub-contractor coordination and turnkey project execution.

Richard Taylor

Richard is a highly experience construction manager with 35 years of construction management experience. Richard is a certified general contractor and a certified mechanical contractor. Richard's responsibilities as Construction Manager for the City of Ft. Pierce include:

- Review project conceptual plans including schematic layout – cost estimates – site requirements – subcontract work scopes, manpower and schedules.
- Coordinate all tasks and functions with the owner various subcontractor, supervisors, third-party agencies, quantity and workforce. Interacting with client's representatives, as well as with consultants, architects, engineers and surveyors.
- Assign appropriate personnel engineers, contractors, consultants, and giving administrative and technical instructions to full time, part time and contracted employees. Maintain a schedule and reporting system throughout all phases of the project.
- Supervise the selection, evaluation and procurement of equipment and materials for use in construction, quality control and safety matters on the site and finalizing purchase details.
- Monitor and maintain quality standards and safety measures on the site, and ensuring that all operational regulations are adhered to. Resolve any unexpected technical difficulties and critical problems.
- Administer contracts and maintain efficient use of all available resources to operate as per schedule and within budgeted overheads while enforcing budgetary guidelines and cost control.
- Maintain clear channels of communication between various participating contractors, sub contractors and clients.
- Monitor progress, process change orders, prepare progress reports and efficiently organize site facilities in order to meet agreed project delivery deadlines.

Scott Godheim

Scott's primary focus over the last nineteen years has been on energy analysis and design projects dealing primarily with HVAC and controls projects for schools, colleges, and hospitals. He is experienced in the analysis of Institutional facilities, including schools, colleges, universities, and hospitals. Scott's design experience includes projects involving rooftop and package DX systems, air handlers, chillers, cooling towers, pumps, piping, variable speed drives, and energy management control systems.

Scott is also highly experienced in other aspects of consulting engineering, including the preparation of project schedules, detailed construction costs, specifications, and reports.

Elena Ress
Elena has significant experience with mechanical design, including the plan, design/ development, and installation of rooftop and package DX systems, air handlers, boilers, chillers, cooling towers, pumps, piping, variable speed drives, and energy management control systems.

During her tenure at ConEdison *Solutions* Southeast Office, Elena has also performed site audits, utility account audits, utility rate analysis, project development, energy analysis, schematic design, project management, contract development, utility rebates/incentives, and monitoring/verification of performance.

In her role as project manager, Elena provides technical direction, interpretation of design drawings and specification requirements, as well as general guidance to subcontractors on overall design, and directs work as assigned to remain consistent with contractual commitments.

Nikolas Nemick
Nikolas is responsible for all aspects of mechanical engineering design including writing technical reports, performing heating and cooling load calculations, performing energy calculations, selecting equipment, designing control systems, designing ductwork and piping systems, preparing construction cost opinions, preparing construction documents including AutoCAD drawings and editing specifications. Responsible for all aspects of construction administration including attending progress meetings, site inspections, reviewing payment requisitions.

Nikolas is also experienced in other aspects of consulting engineering, including the preparation of developing project scope of work, schedules, developing proposals, writing project plans, reviewing design budgets, specifications, and reports.

Phil Alvarez
In his current role as Design Group Manager, Phil is responsible for complete project management from planning through final construction, as well as overseeing design of HVAC systems and preparation of construction documents, including performing heat load calculations, system and equipment selections, system design and drafting, preparation of specifications, preparation of construction cost estimates, and performing field inspections and project management functions.

Specialty skills include boilers and hot water piping, chiller systems and chilled water piping, ice storage systems, clean room design, and performing energy studies/life cycle cost analyses.

Phil has provided such design and construction phase services for a wide variety of building types, including schools (K-12), community colleges, criminal investigation facilities, various types of detention facilities, industrial facilities, medical facilities, airports, military installations, and retail establishments, and automobile dealerships

Jorge Davila
Jorge is currently responsible for interfacing with other disciplines within his design group to manage the electrical engineering portions of various healthcare and central energy plant projects. He is additionally responsible for and is involved with preparation of fee budgets and cost estimates. As a project manager, Jorge has experience developing project contract documents, design concepts, and electrical calculations, which must comply with NEC, NFPA, and other local codes. He is adept at managing his time to ensure that projects stay within budget.

Jorge's knowledge of electrical engineering covers a wide variety of electrical projects, including lighting design, fire alarm design, electrical distribution systems, security, voice/video/data infrastructure, power generating support, microprocessor-based sensing and control instruments for energy management systems, and computer interface controls for lighting and mechanical systems. In Addition, before Jorge became a Professional Engineer, he worked for 10 years in the commercial/industrial electrician field, giving him insight and experience in what is required and expected by electrical subcontractors that ConEdison *Solutions* Southeast Office utilizes on its projects.

Richard White
Richard serves as an Electrical Engineering Designer/Technician and participates in all phases of project design. Specific assignments include field investigations of existing and new conditions. Generation of construction documents, including interior and exterior lighting and power plans, fire alarm, sound system and lightning protection plans, various riser diagrams, panel and fixture schedules and details that pertain to the individual project. Tasks also include complete check and review of electrical shop drawings and as-built drawing creation.

Richard has 12 years experience in Runway Lighting and Navigational Aids, as well as he served 8 years as a Commercial Electrician Forman.

Lawrence (Larry) Clark

In addition to the staff identified above, CES has teamed with SPS for this project and Larry Clark will be actively engaged in the performance of the investment grade energy audit. Larry previously served as Director of Corporate Business Development at Hill York – at that time, Florida's largest independently-owned mechanical contractor -- and was actively engaged with its Hygreen Energy Solutions group from its launch in early 2008 until forming SPS in September 2010. His previous experience includes such diverse assignments as president, vice president of sales and marketing, and regional manager at MEPCO (formerly the Dunham Division of Dunham-Bush); and regional manager at Vapor Power, when it was part of Westinghouse Air Brake. Larry is a graduate engineer (B.S.E.E.), a LEED AP with O+M specialty credential, a qualified LEED Charrette Facilitator, a Certified Energy Auditor and has completed the DHS/FEMA Emergency Management Institute's Professional Development Series.

Larry is the author of more than a dozen HVAC and energy related articles and a frequent speaker and presenter on metering and submetering and advanced ventilation strategies. He is a member of various professional organizations including ASHRAE, IEEE and USGBC South Florida (2011 chair of Broward Green Schools Committee), is a Green Building Certification Istitute (GBCI) Education Reviewer, and serves on the BOMA Florida Energy Committee and the City of Pompano Beach Recycling and Solid Waste Committee.

Qualifications and Experience

ConEdison Solutions (CES) is and energy services company (ESCO) with over 200 employees and 14 years experience providing energy management and conservation services to its customers. ConEdison Solutions is accredited by the National Association of Energy Services Companies at the energy service provider (ESP) level. ESP is the most comprehensive and highest accreditation that NAESCO provides, and as such, includes all of the services offered by energy services companies, as well as energy supply options.

ConEdison Solutions is a local company with a national reach. Our corporate headquarters are in Valhalla, NY and we have regional offices in Burlington, MA; Cherry Hill, NJ; Falls Church, VA; Durham, NC; Tampa, FL; Overland Park, KS; and Houston, TX. Any work undertaken for the City of Ft. Pierce will be managed, staffed, and conducted from the office in Tampa, FL. (aka BGA)

ConEdison *Solutions* has a staff of energy professionals and related support personnel. Many of our Energy Services staff have engineering degrees; most are

licensed Professional Engineers with postgraduate engineering degrees and other advanced degrees, such as MBA degrees, law degrees, and/or energy management (CEM) and LEED™ certification. Many of the team members in the Tampa office come out of an engineering/consulting background, and our clients benefit from a "small boutique" consulting approach, backed by the strength, depth and stability of one of the nation's largest utilities.

Areas of Expertise

ConEdison *Solutions* has the technical expertise and capability to analyze and provide energy performance contracting services for all the areas listed in the RFP including, but not limited to:

- ✓ Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- ✓ Plants. Distribution systems, cogeneration systems, etc.
- ✓ Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- ✓ Building envelope systems. Windows, insulation, weatherization, etc.
- ✓ Specialty Systems: laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- ✓ LEED-EB: LEED-EB strategies to improve operations and maintenance practices
- ✓ Water and Sewage Systems: automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.
- ✓ Renewable technologies such as solar photovoltaic, solar pre-heating, bio fuels, bio mass, wind and geothermal.

In our opinion, ConEdison *Solutions'* business model offers the most cost effective approach Performance Contracting available in the market today.

ConEdison *Solutions* self-performs the majority of the work, including energy analysis, project development, engineering design, construction management, M&V, commissioning, etc. in-house with permanent employees.

- ✓ Total project cost to the client is reduced by avoiding traditional ESCO's mark-up on top of mark-up for subcontracting to third party consulting engineers, technical specialists, etc.

ConEdison *Solutions* areas of technical expertise and representative clients are summarized in the charts on the following pages:

Area of Technical Expertise	Applicable Services Rendered	Representative Clients Served
Energy Efficient Lighting: T8 Lamps, Electronic Ballasts, Reflectors, LEDs, Compact Fluorescents, New Fixtures, New Ceiling Grids	Design/Build, Design, Performance Contracting	United States Postal Service, Escambia County Public Schools, Charlotte County Public Schools, Franklin County Public Schools, Manatee Community College
Life Safety Systems: Fire Alarm, Sprinklers, Smoke Evacuation	Design/Build, Design	Arcadia Hospice, Cedars Medical Center, Aventura Hospital, Brandon Hospital, Miami Dade County Govt., Osceola Schools, Pasco Govt.
Chiller Plant: New Construction, Chiller Replacement, Thermal Energy Storage, Variable Volume Pumping	Design Build, Design, Performance Contracting	Collier County Schools, Englewood Hospital, St. Petersburg Hospital, Ocala Regional Medical Center, JFK Medical Center, Highlands Schools, Lee County Schools, Sarasota Schools, Miami Dade County
Boiler Plant: Steam, Hot Water, Decentralization	Design Build, Design, Performance Contracting	City of Daytona Beach, Lee County Schools, United States Navy, University Community Hospital
Air Handling Units: Conversion, Replacement, Variable Air Volume, Ductwork, Terminal Devices, IAQ	Design/Build, Design, Performance Contracting	Brevard Public Schools, Cedars Medical Center, Collier County Schools, Highlands Schools, Lee County Schools, Indian River Schools
General Construction: Roofing, Painting, Walkways, Flooring, Ceilings, Demolition	Design/Build, Design, Construction Management	Aventura Hospital, Hillsborough County Public Schools, Florida Citrus Building, Florida Dept. of Military Affairs, Florida Department of Plant & Industry
Energy Management and Controls Systems: System Integration, Optimization, Commissioning, Expansion	Design/Build, Design, Performance Contracting	United States Postal Service, Escambia County Schools, Franklin County Schools, Central Florida Community College, Plantation General Hospital
Electrical Systems: Intercom, Power Supply, Panel Boards, Surge Protection, Coordination Studies	Design	Pinellas County Schools, South Florida Community College, Time Warner, Manatee Community College, South Florida Community College
Water Conservation and Plumbing Systems: Low Flow Devices, Medical Gas, Compressed Air, Water Conditioning, Water, Sewer	Design/Build, Design	Brandon Medical Center, Largo Medical Center, University Hospital, Manatee Community College
Site Lighting: Hi Mast Systems, Sports Lighting, Parking Lot Lighting, Security Lighting	Design/Build, Design	Pinellas County Public Schools, Ferman Automotive Group, South Florida Community College, Manatee Community College, Simon Property Group
Lightning Protection Systems	Design	Sun City Center, Manatee Community College, Osceola Schools

Area of Technical Expertise	Applicable Services Rendered	Representative Clients Served
Master Planning	Design	University of South Florida, Santa Fe Community College
Wells: Emergency Wells	Design/Build	Aventura Hospital, University Community Hospital
Emergency Generation: Backup Power, Generators, Flywheels, UPS	Design/Build, Design	United States Postal Service, Manatee Community College, Osceola Schools, Polk County Government
Processes: Juicing, Painting	Design	Minute Maid, Pinellas County Schools, United States Navy

Experience with Renewable and Alternative Energy Technologies

ConEdison *Solutions* has engaged in numerous viability studies for an extensive list of renewable energy projects throughout the Northeast, Southeast, Mid-Atlantic, and Midwest United States, and has undertaken renewable and clean energy projects for both public and private sector clients.

It is important to note that ConEdison *Solutions*' work is client driven. ConEdison *Solutions* does not dictate to the client what to build; the client must make that decision for itself. When clients view the economic benefit of a project in terms of evaluation criteria such as simple payback or return on investment, the cost of renewable projects have been evaluated as significantly more expensive than other types of energy conservation projects. Until recently, clients have tended not to move forward with renewable projects when the project economics are viewed in this fashion. However, ConEdison *Solutions* has successfully demonstrated that by employing a holistic energy strategy of combining energy efficiency and renewable energy technologies we provide our clients with the most cost effective and sustainable energy solutions that are available today and tomorrow.

Given the marketplace that ConEdison *Solutions* has operated in over the 14+ years, our experience with renewables is significant. The Federal, Public and Private sector energy projects listed on the next page are just a representative sample of the renewable and clean energy capabilities and experience of ConEdison *Solutions*. Our experience in renewables includes both implementation and numerous short and long-term viability studies in anticipation of executing contracts.

	Renewable Technology			
Project	**Solar PV**	**Solar Preheating – (Ventilation air or domestic hot water)**	**Water Conservation**	**Alternative Fuel Sources - (Bio Fuels & Bio Mass, Wind, Geothermal)**
Veterans Administration Medical Center, Bronx, NY	✓			
GSA 26 Federal Plaza, NY, NY	✓			
GSA, A. D'Amato Courthouse, Islip, NY	✓			
Foster-Glocester Regional Schools, Chepachet, RI				✓
Long Island Power Authority "Grid Connected"	✓			
U.S. Postal Service Jersey City, New Jersey Bulk Mail Facility	✓			
U.S. Coast Guard Sandy Hook Station, Sandy Hook, NJ				✓
USPS Brooklyn Processing and Distribution Center, Brooklyn, NY				✓
Rhode Island Airport Commission, T.F. Green Airport, Providence, RI		✓	✓	
State of Rhode Island, Zambarano Hospital, Burriville, RI				✓
Mahopac Central School District, Mahopac, NY	✓	✓		✓
Scarsdale Union Free School District, Scarsdale, NY	✓			
Patchogue-Medford Union Free School District, Patchogue, NY	✓	✓		
Cape Light Compact Project, Cape Cod, MA	✓			
Village of Lynbrook, Lynbrook, NY				✓
Town of Oyster Bay, Oyster Bay, NY	✓			✓
Appalachian State University, Boone, NC	✓			✓

Subcontractors

The ConEdison *Solutions* Florida Office has implemented over $200 M of turn-key design build and energy service performance contracting projects since 1997. Through this effort, ConEdison *Solutions*' project managers have become extremely proficient at obtaining qualified bids from third party subcontractors. Our staff knows sub contractors' reputations, experience, financial stability and capabilities. Our staff also knows what specific project elements should cost based on recent bids and what are reasonable schedules for completion.

ConEdison *Solutions* maintains a list of pre-qualified subcontractors that have met our standards of reputation, expertise, financial resources, bonding, insurance and staff capabilities. When bidding for mechanical, electrical, plumbing, controls and/or fire protection scopes, ConEdison *Solutions* will extend bid packages to a minimum of 3 selected pre-qualified subcontractors from our list and to specific subcontractors the College requests to be included in the bidding. From these bids, the best value bid will be selected based on price, schedule and qualifications. The City of Port St. Lucie also has the authority to disallow any subcontractor to participate in the bidding, as it deems appropriate.

4. Certified Minority Business Enterprise

CES' teaming partner on this project, SPS, is a Federally-certified Veteran-Owned Small Business and has been certified as a CBE by the Broward County (Florida) -- the county in which SPS' principal office is located – Office of Economic and Small Business Development. Those certifications are attached.

Certification for: SUSTAINABLE PERFORMANCE SOLUTIONS LLC
DUNS: 946147837
Certification Validity:
From: 01/25/2011 04:40:49 PM (EST)
To: 01/25/2012 04:40:49 PM (EST)

By submitting this certification, I, **Lawrence S Clark CEA LEED AP**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **SUSTAINABLE PERFORMANCE SOLUTIONS LLC** in any of the above representations or certifications to the Government.

READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of Provision)

READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.222-38 Compliance with Veterans' Employment Reporting Requirements (Sep 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

52.219-1 Small Business Program Representations (May 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐is, ☐is not a small business concern (see below).

**

NAICS:	Description:	Small Business Concern (Yes/No):
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	Yes

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐is, ☒is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this
** provision.] The offeror represents as part of its offer that it ☐is, ☐is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this
** provision.] The offeror represents as part of its offer that it ☐is, ☐is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	Yes

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph
** (b)(4) of this provision.] The offeror represents as part of its offer that it ☐is, ☐is not a service-disabled veteran-owned small business concern.

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
541690	OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES	No

**If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

***Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name " along with the Small Business Administration size standard for each NAICS code.*

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

BROWARD COUNTY FLORIDA

Office of Economic and Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010 • TTY 954-357-5664

This Certificate is Awarded to:

SUSTAINABLE PERFORMANCE SOLUTIONS, LLC

As set forth in the Business Opportunity Act of 2004 and/or the County Business Enterprise Act of 2009, the certification requirements have been met for:

County Business Enterprise

BC – CBE – Certificate Expires: 12/2/2013

Small Business Development Manager

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

VGTI
FLORIDA

June 8, 2011

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Attn: Cheryl Shanaberger, Deputy Director

Re: LOI #20110058 – PSL 2011 Energy Audit

Dear Ms. Shanaberger:

Please be advised that I have known Lawrence (Larry) Clark, the principal of Sustainable Performance Solutions LLC – who is teamed with ConEd Solutions on the referenced LOI submission – in a professional capacity for nearly four years. I believe that his expertise and local presence (he is currently an energy consultant to Torrey Pines Institute for Molecular Studies and will be a consultant to our facility after its completion and occupancy) makes the ConEd/SPS team worthy of your consideration for this project. Mr. Clark and I have been involved in several energy saving projects, all of which had successful outcomes and I am pleased to recommend him.

Please let me know if you have any questions.

Sincerely,

James Rizzi
Director of Facilities

5. Innovative Approaches for This Project

For over 25 years, Consolidated Edison *Solutions*, Inc. ("ConEdison *Solutions*"), through its subsidiary, BGA, Inc. ("BGA"), has provided a broad range of energy-related services to its clients.

BGA has a 15+ year resume as a prime energy performance contractor with over $100 million of installed energy performance contract projects in Florida, of which nearly $50 million was provided for through FS 489.145 (government) selections and another $30 million through FS 1013.23 (education) awards.

When BGA began operation as Bosek, Gibson and Associates, Inc. in July 1986, its first service offering involved completing energy grant applications for public education and not-for-profit hospital clients for a fee. The grant applications secured 50% matching funds through the Federal Institutional Conservation Program (ICP) for design and construction of energy efficient capital improvements.

Within the first year of operation, BGA expanded its services to include performing on-site energy audits, energy modeling and production of investment grade technical energy audit documents that could be ranked by the ICP program administrators for funding.

During the period 1989 through 1995, BGA produced more than 2,000 investment grade technical energy audits covering well over 30,000,000 sq. ft. of building space. These technical audits resulted in grant funding for implementation of over $82,000,000 (average $12,000,000/year) in energy-efficiency improvements with 2-10 year paybacks for our Florida educational and not-for-profit health care clients.

Our mechanical/electrical engineering design business also has its roots in the ICP program. Once our staff had developed the energy projects and secured matching grant funds, our clients began to hire us to provide professional engineering design and construction administration services required to complete project implementation. The consulting engineering design business soon expanded beyond design of the energy projects alone. Within a few years, our engineers were also engaged in design for new construction and renovation of buildings of all types for public agencies statewide. We also developed extensive expertise in the design of central utility plants/distribution systems, medium voltage electrical distribution systems, and other types of utility infrastructure.

In 1997, BGA became a licensed general contracting business and we entered the Construction Management business as well. In 1998, BGA entered the District Energy Plant business, completing construction on the first 3rd-party owned and

operated district cooling plant in Florida. BGA, the Florida Office of ConEdison *Solutions* now operates one such facility and develops similar facilities for a number of public agencies as well.

In May of 2007, BGA was purchased by ConEdison *Solutions*, making it part of a New York State based energy service company with over 200 employees and over 14 years experience providing energy management and conservation services to its customers.

Following is a summary of BGA, Inc. and its unique approach to energy conservation projects:

Headquartered in Tampa, Florida

- Working throughout Florida & Southeast U.S.
- Florida DMS PC state term contract qualified
- Registered Florida Professional Engineering firm

World Class Staff

- 30 veteran engineers, designers & construction managers
- 15 + years industry experience average
- 10 years average tenure

A Focused, Time and Cost Efficient Project Model

- Consulting-based energy services company using in-house staff
- Maintain a low overhead structure

Strong Florida Energy Service Legacy

Energy Analysis Business Since 1986

- Over 100,000,000 sq. ft. of building space audited

Engineering Design Business Since 1987

- Over $150M in energy efficiency projects designed

Construction Business Since 1994

- Over $100M total construction (DB and CM)

Prime Performance Contracting Business

- Over $65M in third party financing secured
- $100+M Guaranteed Performance Projects in Florida

Financial Strength

- Through ConEdison *Solutions* – BGA parent 2010 revenues were $1.5B+

Innovative Approaches

As a nimble, vendor neutral, engineering based design-build firm, ConEdison *Solutions* is able to take advantage of the latest technologies and offer our customers products and services not offered by many other Energy Services Companies (ESCOs).

Examples of our innovative approaches include the following, and are described in more detail on the following pages:

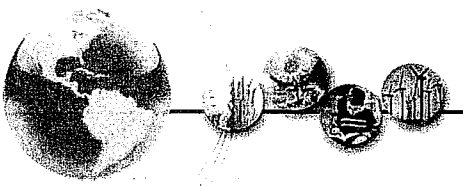
- ✓ Energy Policy Act of 2005 tax deduction sharing
- ✓ Open book pricing model
- ✓ Energy Conservation Measure Master Planning (**ECM Master***Plan*)
- ✓ Vendor, manufacturer and supplier neutral
- ✓ Cutting edge energy auditing and data gathering techniques:
  - Light level analysis using a sophisticated light meter that measures both photopic and scotopic light levels.
  - Infrared analysis
  - Room occupancy and status of lighting systems
  - Temperature and humidity data logging
- ✓ Others Energy Savings Opportunities

Energy Policy Act Tax Deduction Sharing

As a designer and installer of public sector Performance Contracting projects, our firm will be eligible to receive a federal tax deduction for the City of Port St. Lucie's Performance Contracting Project(s) as part of the Energy Policy Act of 2005 (EPAct). We would be willing to discuss sharing our net tax deduction benefit with the City of Port St. Lucie.

Open Book Pricing Model

ConEdison *Solutions*, is at its core an energy engineering, design engineering and construction management firm. We have often been hired by Florida public entities to act as there owner's representative.



As an engineering based ESCO, our Performance Contracting cost structure is often more competitive than many of the traditional ESCOs. In fact, we have several major customers that have negotiated master energy services agreements with us using an Open-Book Pricing model. Four of these customers are highlighted below. We have been implementing energy conservation projects using our Florida office resources with these customers for many years.

United States Postal Service

- ✓ $39+ million in PC projects
- ✓ 400+ sites, 40 states
- ✓ 18+ million sq. ft.
- ✓ Retrofitted 54,000 light fixtures
- ✓ **Open book pricing structure**

Miami-Dade County Government

- ✓ $30 million in PC projects
- ✓ Interconnection and expansion of 2 chiller plants
- ✓ 15,000 tons of cooling/ 52,000 ton-hr
- ✓ **Open book pricing structure**

Simon Property Group, Inc.

- ❑ Largest public real estate company in the U.S.
- ✓ $16+ million in projects developed
- ✓ 30+ sites, 13 states
- ✓ 15+ million sq. ft.
- ✓ **Open book pricing structure**

Hospital Corporation of America

- ❑ Largest Investor owned hospital system in the U.S.
- ❑ $30 billion revenues, $24 billion assets
- ✓ $40+ million in projects installed
- ✓ 30+ hospitals
- ✓ **Open book pricing structure**

ConEdison Solutions' ECM Master*Plan*

ConEdison *Solutions* has developed a spreadsheet modeling tool called our Energy Conservation Measure (ECM) **Master***Plan*. (**ECM Master***Plan*)

All the identified ECMs and various ECM options are plugged into the **ECM Master***Plan*. The **ECM Master***Plan* is a dynamic program that is tied directly into a project summary and project cash flow. The **ECM Master***Plan* can be used to dynamically model, in real time, various ECMs and options, grant buy-down opportunities, utility rebates, utility rate increases, inclusion/exclusion of labor savings, etc.

How does the ECM Master*Plan* process work?

Typically, ConEdison *Solutions* would sit down with the City in a workshop environment. The **ECM Master***Plan* would already be populated with the quick

payback ECMs. The City would then select ECMs of interest to move in an out of the **ECM Master***Plan*. As this is done, the plan will dynamically update in real time with a new overall project cost and savings summary. For example, the City can see with the click of a button how including or not including maintenance labor savings will affect the project At this workshop, the City can model a large number of project parameters and options in a short amount of time.

The **ECM Master***Plan* can be a very useful tool for the City. The City of Port St. Lucie can use the **ECM Master***Plan* to document all potential savings (both short and long term) and as a tool to help determine which and what combination of projects to implement first.

Vendor, Manufacturer and Supplier Neutral

ConEdison *Solutions* in not a manufacturer or supplier of any technologies. We therefore select the manufacturer or supplier that offers a product that is the best fit for the particular application we are analyzing.

When developing an Energy Conservation Measure (ECM), ConEdison *Solutions* will typically consider multiple manufacturers and multiple implementation options such as equipment **replacements, retrofit kits** and/or **equipment repairs**. Below are some examples of a variety of technologies that could be analyzed for decorative City street lights:

New LED Fixtures

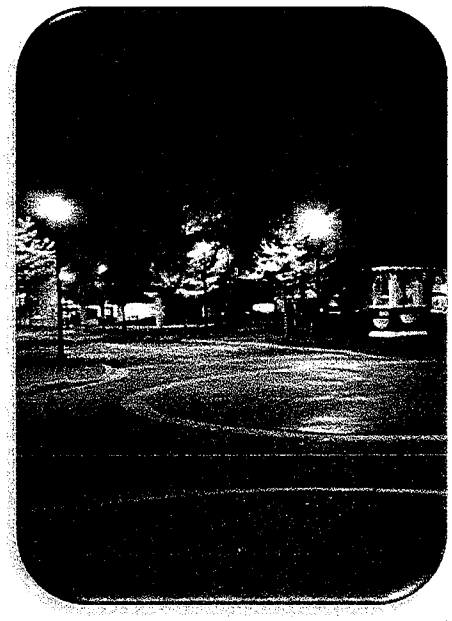
Replace the existing high pressure sodium (HPS) fixtures with new 42 watt LED fixtures. The new LED fixtures have a rated life of 70,000 hours compared to the existing HPS rated life of 20,000 hours. The existing poles are to remain.

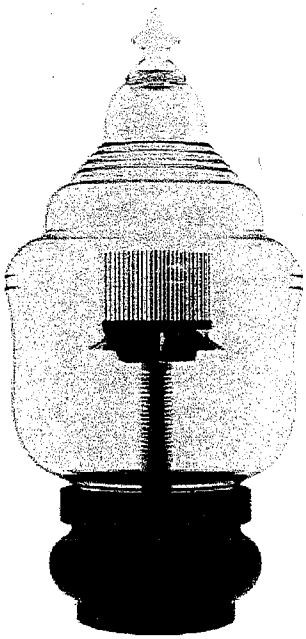
Example Project – The City of West Palm Beach New Lumec LED fixture

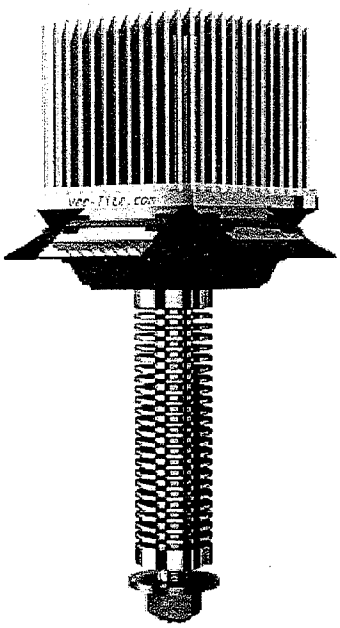
LED Retrofit Kits

Retrofit the existing HPS fixtures with 50 watt LED retrofit kits. The LED retrofit kits have a rated life of 50,000 hours

Example Project – The City of Winter Haven



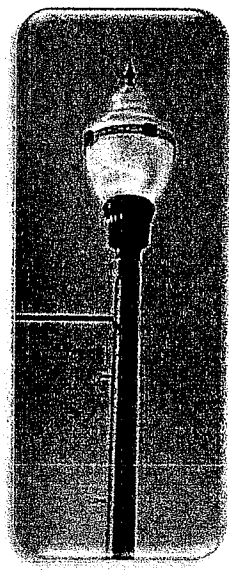
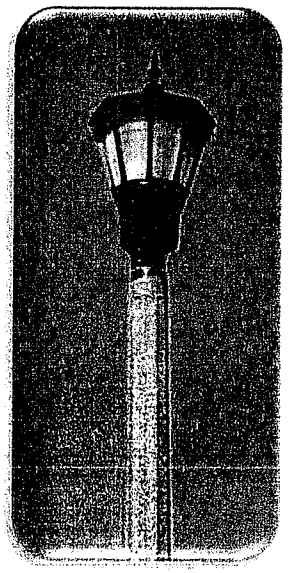


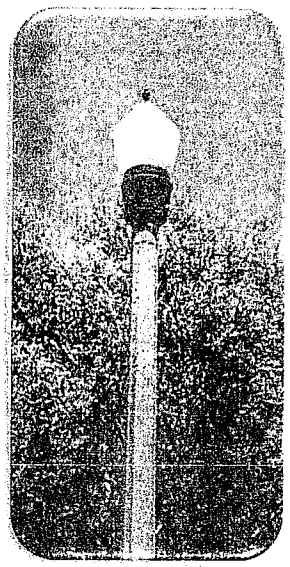


Induction Retrofit Kits

Retrofit the existing MH and HPS fixtures with induction retrofit kits. The induction retrofit kits have a rated life of 100,000 hours

Example Project – The City of St. Petersburg, FL

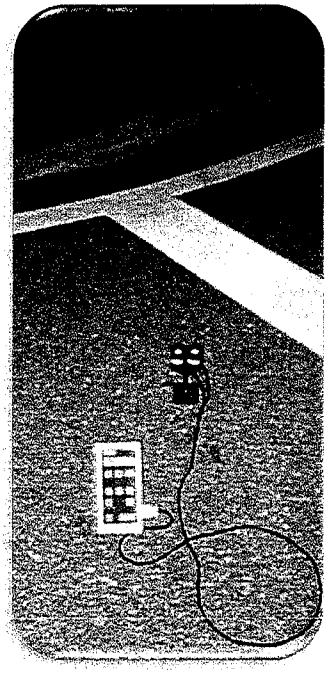


Approximately 2,000 of the City's Acorn style lights were retrofitted with custom made induction retrofit kits as pictured above. The retrofit kits were installed on city streets, neighborhood streets and in city parks.

Existing metal halide and high pressure sodium systems ranging from 120 watts to 290 watts were replaced with 55 watt to 165 watt induction retrofit kits. The project has an average **energy savings of 60%**. Also, the induction retrofit kits have a rated life five to ten times longer than the systems they replaced and are expected to **last for over 20 years** when operated 12 hours per day.

For busy city streets, a bright white temperature color of 5000 Kelvin was used. For neighborhood streets where residents preferred a "warmer" color, a warm temperature color of 3000 to 4000 Kelvin was installed.

Light Level Analysis

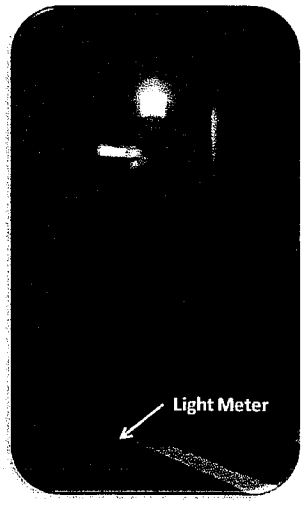


ConEdison *Solutions* uses a special light meter (cost $2,300) that measures both photopic and scotopic light levels. Most companies use a standard light meter (cost about $100) that only measures the photopic light levels.

The human eye sees light using both rods and cones within the eye. This is what makes up scotopic and photopic vision. Put simply, photopic vision is how light is perceived during the day, and scotopic vision is how light is perceived at night. Measuring only photopic light levels only provides half the picture.

The light meter used by ConEdison *Solutions* measures photopic and scotopic light levels and then combines the two readings to provide the overall Visually Effective (VE) light levels. This is very important when analyzing lighting ECMs.

As an example, high pressure sodium (HPS) decorative street lights typically have high lumen outputs, but have low visually effective readings. HPS lighting typically has a yellow/orange color that has high photopic readings but low scotopic readings. Again, scotopic readings are not measured by the traditional light meters.

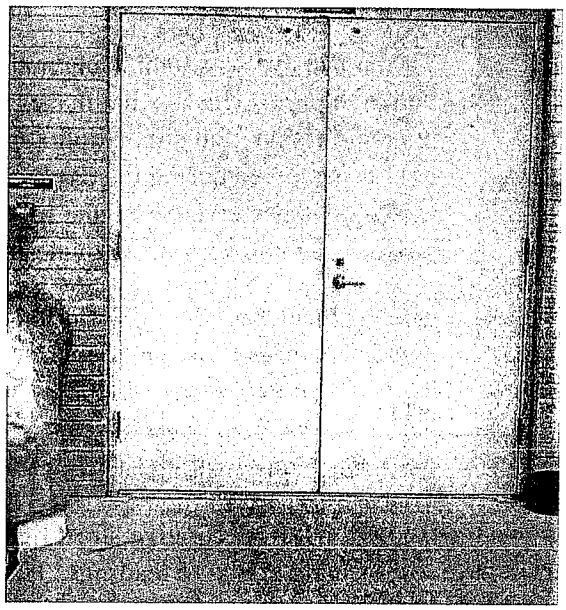


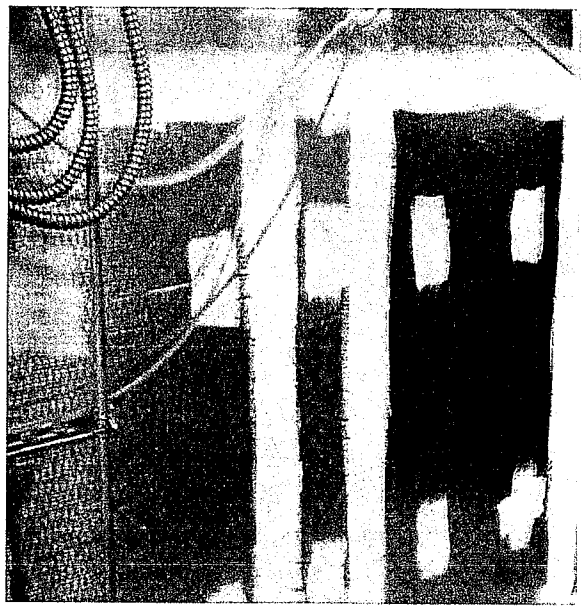
LED and induction lighting are a whiter light, and typically have photopic light levels similar to or slightly less than the HPS lighting. However, scotopic light levels of LED and induction is much higher than the HPS lighting. Therefore, when you compare the visually effective light levels of the two sources, it is possible to reduce the wattage of the LED and induction lights by 50% to 65% when compared to the HPS and still have the same visually effective light level readings.

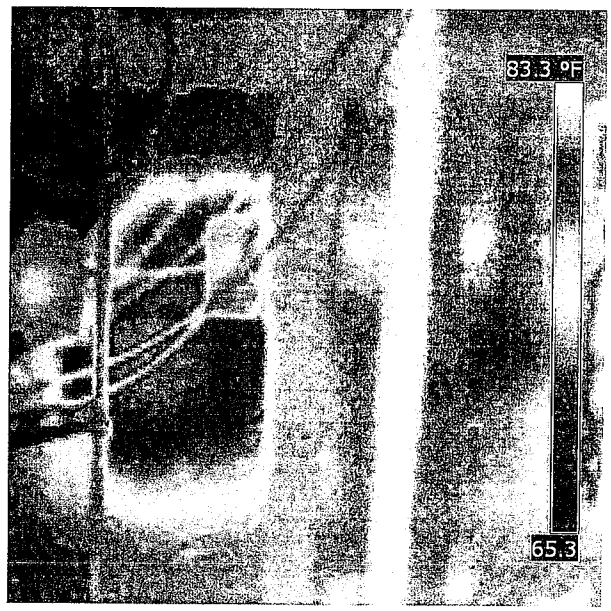
If only the photopic light levels of the HPS and LED/induction lighting were compared, the LED/induction lighting would not match up favorably with the HPS lighting. It is therefore critical to consider both the photopic and scotopic (visually effective) light levels when designing lighting ECMs.

Infrared Analysis

ConEdison *Solutions* uses infrared analysis to identify areas of energy waste in a buildings envelop as well as in a buildings HVAC (Heating, Ventilating & Air Conditioning) and electrical systems. Below are some examples of our infrared analysis:



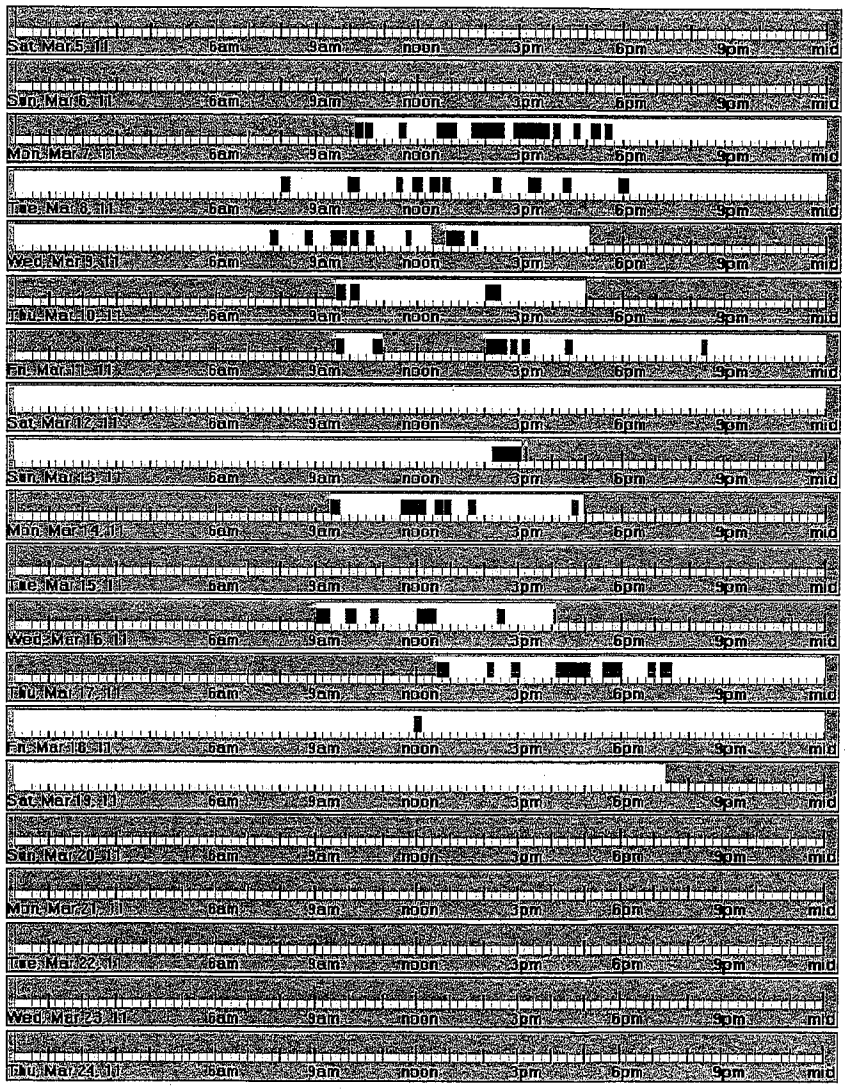




Lighting Data Loggers

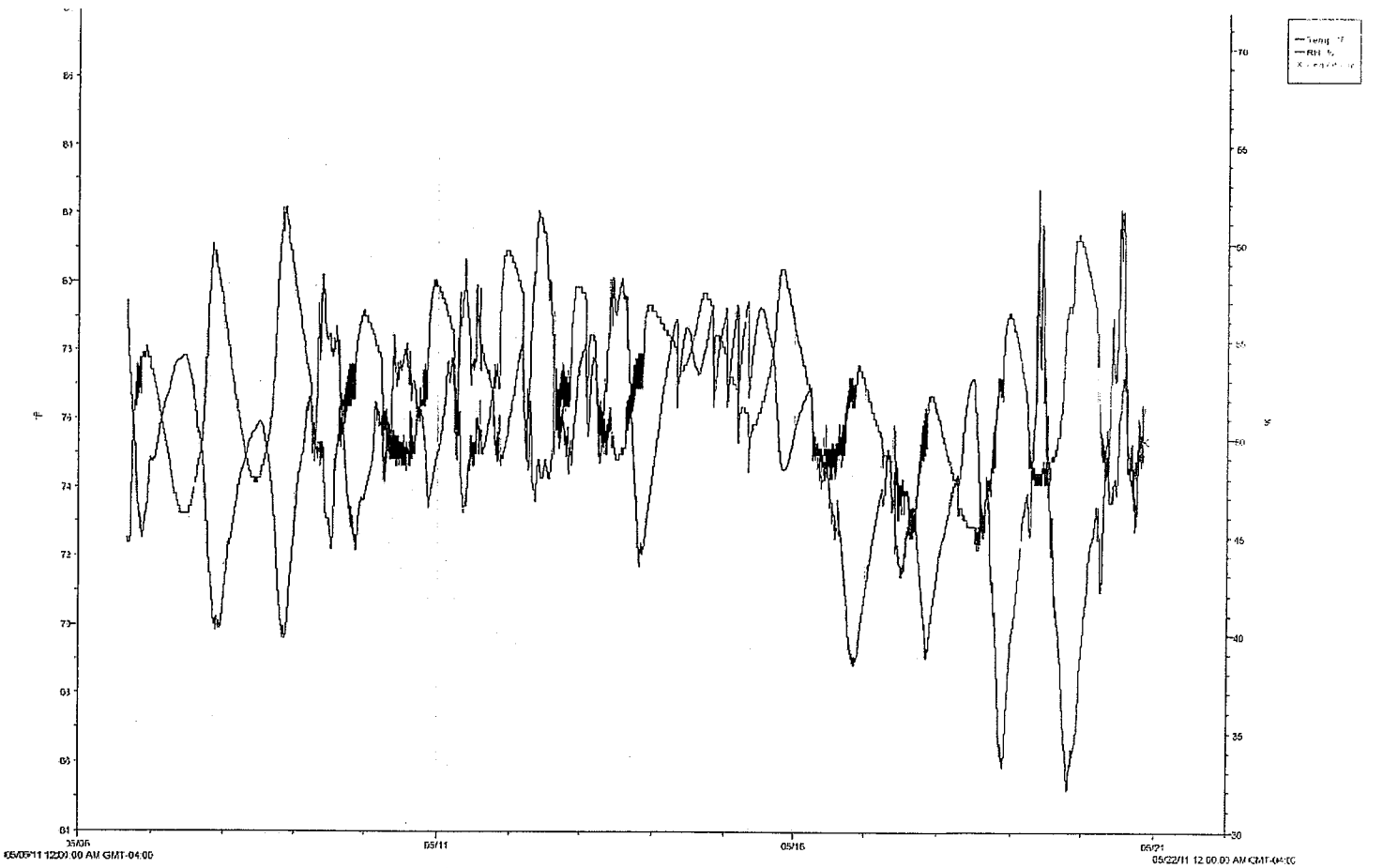
ConEdison *Solutions* uses special lighting data loggers that not only monitor when the lights are on/off, but they also monitor when the room is occupied/unoccupied. These data loggers help us accurately determine the potential savings available by installing lighting occupancy sensors and controls.

In the following example, the white bars show when the lights were on. The black bars within the white bars show when the lights were on and the room was occupied. The white space in the example represents the potential savings available by installing lighting occupancy controllers. The solid aqua color in the example indicates the room was unoccupied and the lights were off.



Temperature and Humidity Data Loggers

ConEdison *Solutions* will typically install numerous temperature and humidity data loggers throughout the City of Port St Lucie's facilities. These data loggers when combined with the occupancy data loggers give us a good feel for how your buildings are performing and what the potential energy savings resulting from operational changes in the building(s) lighting and HVAC systems may be. Below is an example of a typical temperature and humidity data logger:

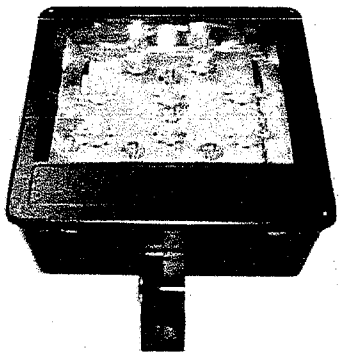


Other Cost Reduction Opportunities

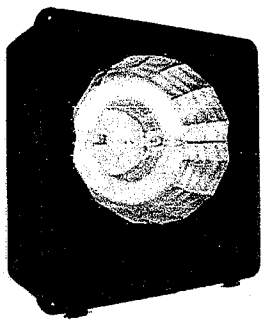
Additional cost reduction opportunities that ConEdison *Solutions* will evaluate for the City of Port St. Lucie include the following:

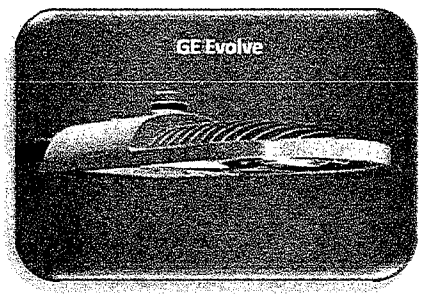
- ✓ Water and waste water treatment plant efficiency improvements
- ✓ Residential water meter replacement and automated meter reading
- ✓ Sports field, park and other exterior lighting
- ✓ Renewable and sustainable technologies
- ✓ Vending machine controls
- ✓ All City owned HID (high intensity discharge) lighting

LED Flood

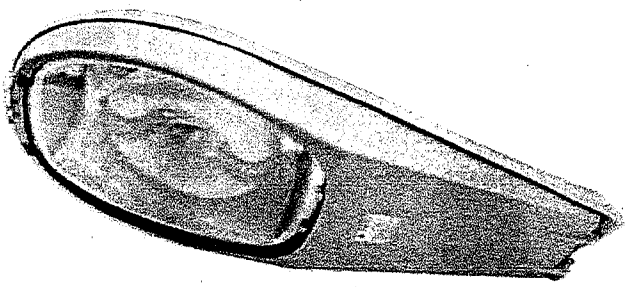


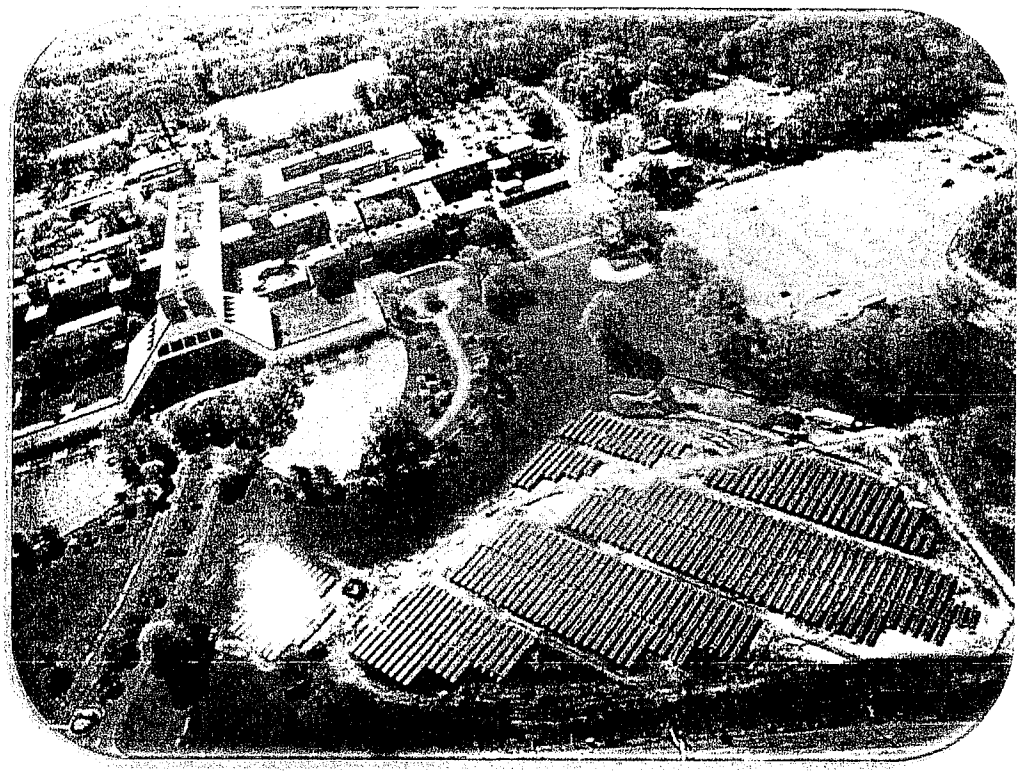
Induction Flood



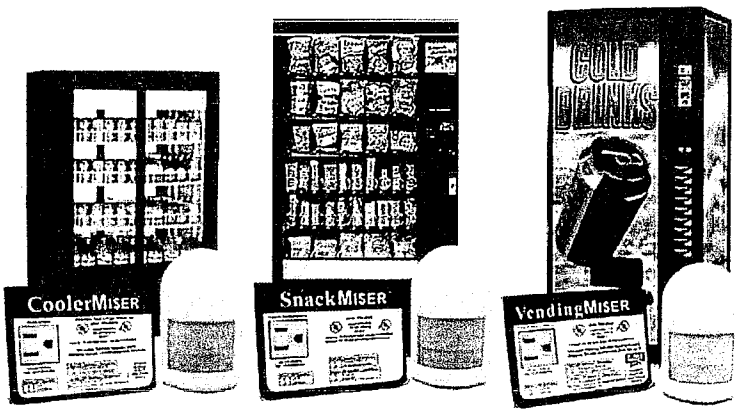


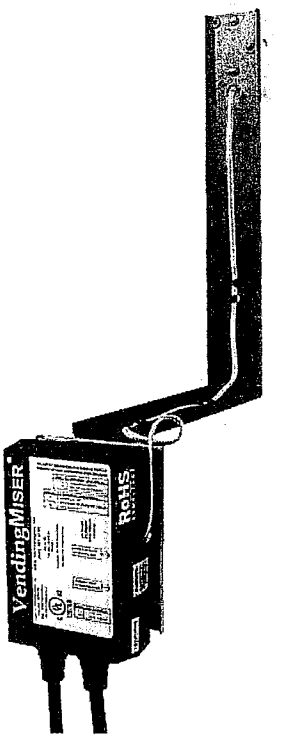
Induction Cobra Head





- 1.2MW solar facility on the Alcatel Lucent campus
- The first solar cell was invented on this same campus in 1954





6. Location of the Firm/Office/Staff

CORPORATE HEADQUARTERS

ConEdison ***Solutions***
100 Summit Lake Drive
Suite 400
Valhalla, NY 10595
(914) 826-7000
(914) 448-0057

Our Florida Office will have direct responsibility for this project.

FLORIDA OFFICE

ConEdison ***Solutions*** **(AKA BGA)**
3101 West Dr. Martin Luther King, Jr. Blvd.
Suite 110
Tampa, FL 33607

Program Manager: Jeff Stokes
Tel: (813) 375-3421
Fax: (813) 375-3400
Cell: (813) 777-6481
stokesj@conedsolutions.com

SUSTAINABLE PERFORMANCE SOLUTIONS LLC

941 NE 19th Avenue, Suite 206
Fort Lauderdale, FL 33304

Satellite office: 824 US Highway One, Suite 250
North Palm Beach, FL 33408

Principal: Larry Clark
Tel: (570-854-1199)
larry@sustainflorida.com

BID ADDENDUM # 1
BID # 20110058
Addendum Date: 5/26/11

PSL 2011 Energy Audit

PORT ST. LUCIE

Please make the following changes/modifications to the subject bid:

Information for your firm concerning the site visit on June 2, 2011 at 10 AM. Please be prompt we plan to leave no later than 10:05 AM. Please meet outside of the City Hall Building A. Only one person for each firm will be allowed on the site visit due to lack of space in vehicles. We will be providing a quick look at:

Utility RO Water Plant
Street Light Circuit Load Center
City Park
Community Center
City Hall
Police Department
Building/Engineering

NOTE: The bid opening date is unchanged.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Questionnaire in order to have his/her bid or proposal/bid to be accepted.

RECEIVED

Addendum #2
LOI #20110058
Energy Performance Savings Contract
June 8, 2011

Questions to date:

1. Question: Are we to submit (1) original and four(4) copies or six (6) copies?
   Answer: (1) one original and (6) six copies
2. Question: No color copies required: Does this mean the original can be color and the bound copies cannot be color?
   Answer: It is "not required" meaning it is not necessary and it is the proposer's decision

Corrections:
Delete page 4 paragraph 2

Mailing envelope must be sealed and marked on the front with:

- ☐ Proposers Name & Address
- ☐ #20110058
- ~~☐ CEI Services for PSL Blvd. Pedestrian Lighting~~
  ~~January 13, 2011 at 3:30 pm~~

Replace page 4 paragraph 2 with:

Mailing envelope must be sealed and marked on the front with:

- ☐ Proposers Name & Address
- ☐ #20110058
- ☐ Energy Performance Savings Contract
  June 17, 2011 at 3:30 pm

NOTE: The bid opening date has been changed to June 17, 2011 @ 3:30 p.m. The venue of the opening has not been changed.

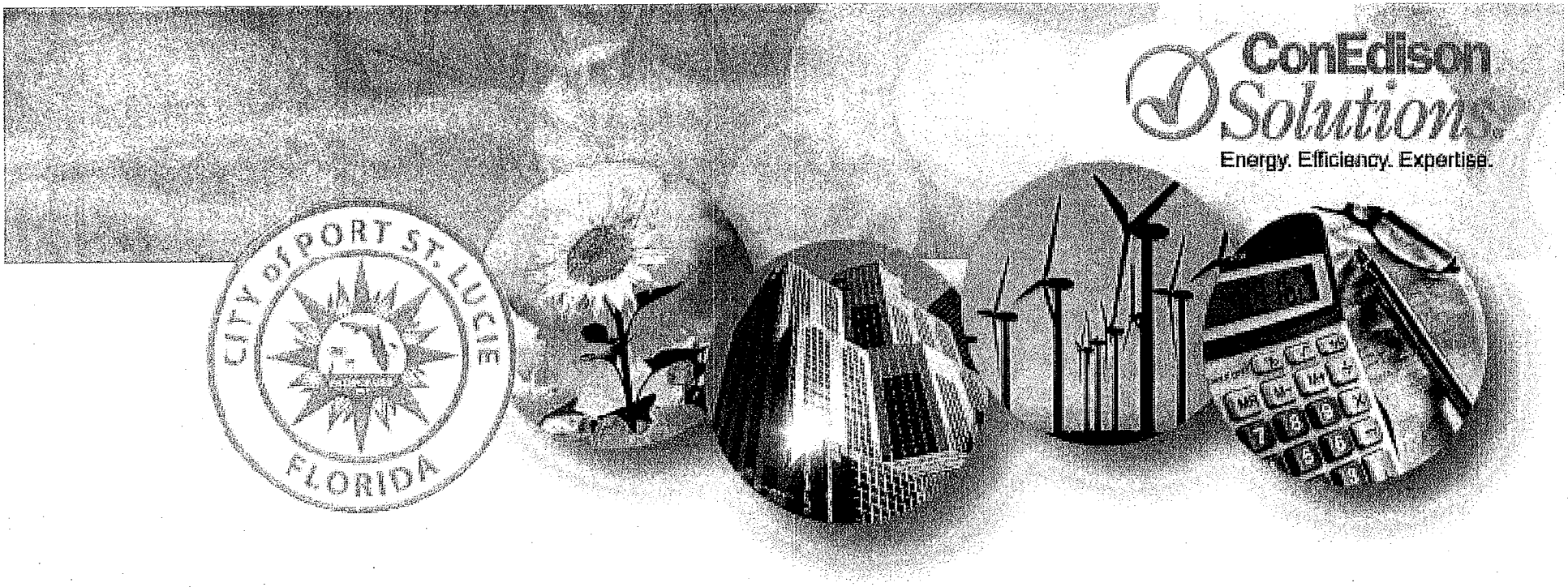
Instructions to Bidder:
Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

RECEIVED

ConEdison Solutions
Energy. Efficiency. Expertise.

BGA, Inc.
A ConEdison *Solutions* Company
3101 West Dr. Martin Luther King, Jr. Blvd.
Suite 110
Tampa, FL 33607

Program Manager: Jeff Stokes
Tel: (813) 375-3421
Fax: (813) 375-3400
Cell: (813) 777-6481
stokesj@conedsolutions.com



Performance Contracting Program

Prepared for:

The City of Port St. Lucie

July 20, 2011

ConEdison *Solutions* (CES)

- A ConEdison Inc., company
- One of the premier ESCOs* in the Country
- **DOD** and **DOE** pre-qualified ESCO
- Highest **NAESCO** accreditation – Energy Service Provider Level
- US Green Building Council for **LEED** assessment
- **ENERGY STAR** service and product provider
- National Minority Supplier Development Council – Corporate member
- Twice awarded the prestigious **USPS** supplier performance award for delivering energy efficiency services

* Energy Services Company

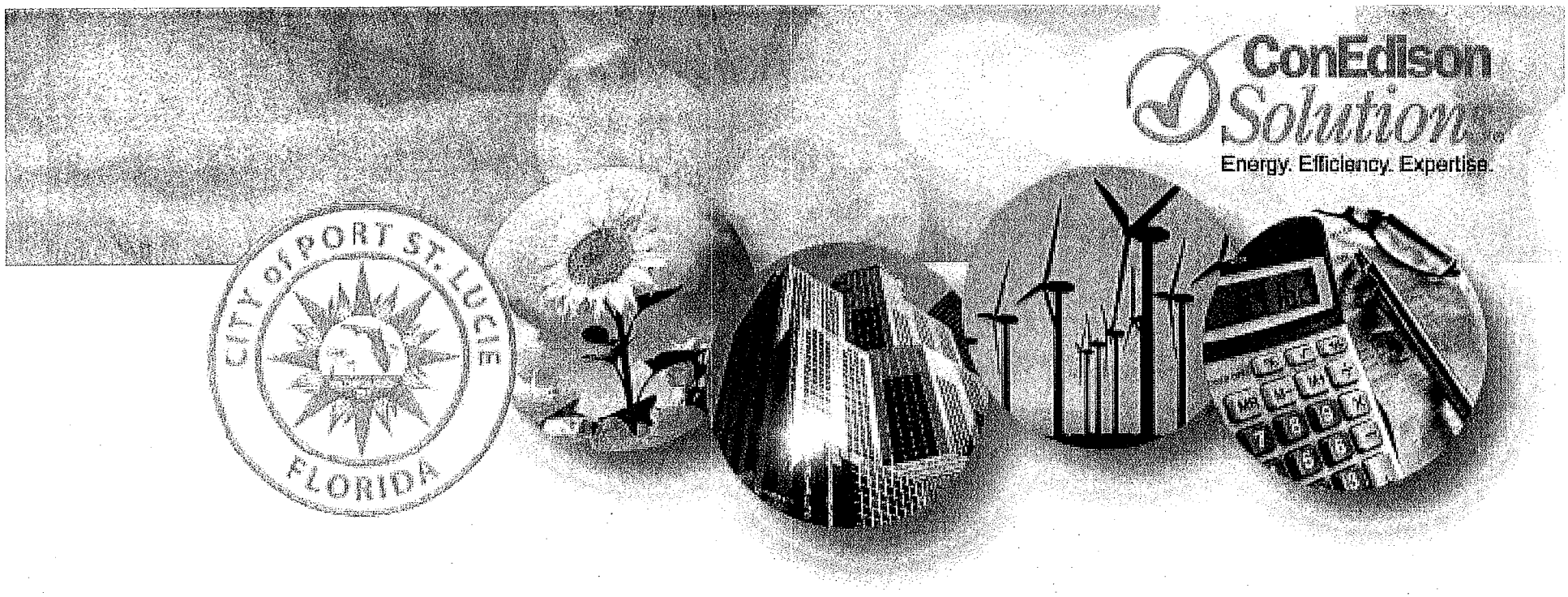
U.S. DEPARTMENT OF ENERGY

U.S. GREEN BUILDING COUNCIL LEED USGBC

NAESCO ACCREDITED ENERGY EFFICIENCY CONTRACTOR

Energy ENERGY STAR

CES Florida Office (BGA, Inc.) Accepting USPS Award in Washington D.C. -May 2009

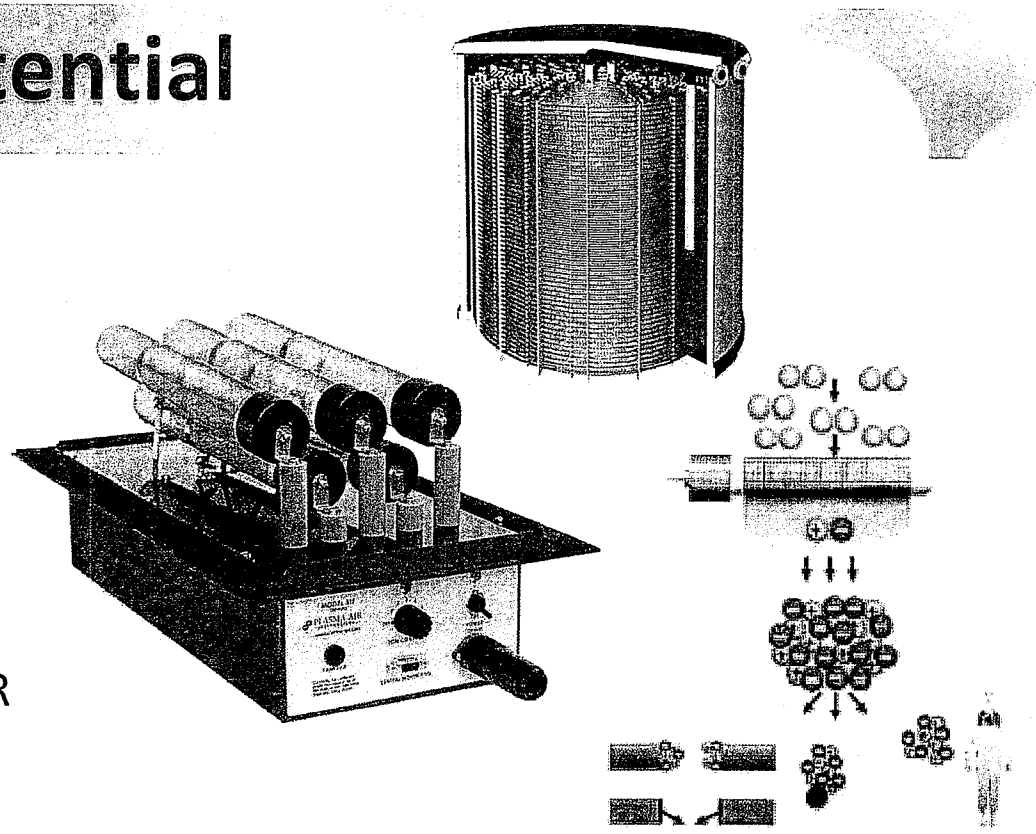


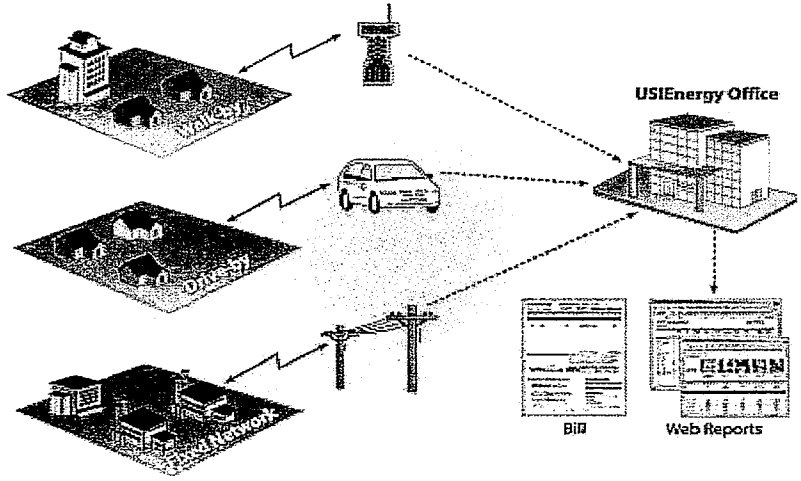
Cost Reduction Opportunities

The City of Port St. Lucie

Greatest Savings Potential

- Waste water treatment plants
  - Neutralizer (Westport & Glades WWTP)
  - CleanB (Westport & Glades WWTP)
- Thermal energy storage (TES)
  - Most of existing chillers will make ice
  - Need heat exchangers and ice tanks
- Ventilation reduction strategies
  - Ionizer system
  - Demand controlled ventilation
  - Return air filtering
- Water meter replacement with AMR
- City owned street light retrofits



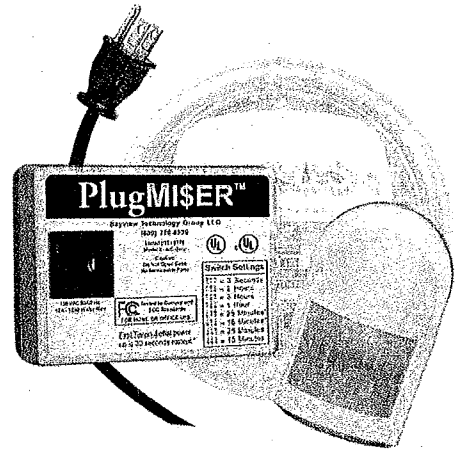


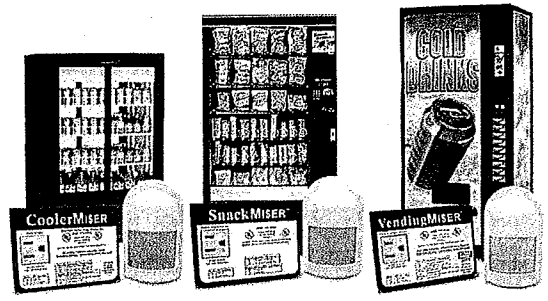
$252,000 Annual Savings (Glades)
Class AA/EQ Fertilizer End Product

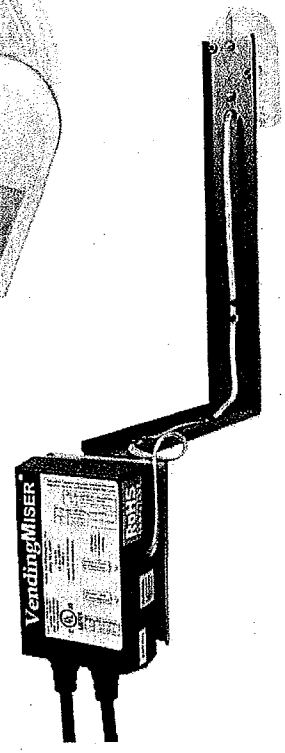
Benefits of BCR Environmental Solutions	
Economics (e.g. impact to rate payers)	
Reduction in Energy Consumption	✓
Reduction in Odor Control Costs	✓
Elimination of Landfill Tipping Fees	✓
Potential Reduction in Hauling Fees	✓
Regulatory	
Upgrade from Class B to Class AA/EQ	✓
Community	
Reduction in Facility Odors	✓
Environment	
Reduction in Carbon Footprint	✓
100% Beneficial Reuse of Waste Sludge	✓

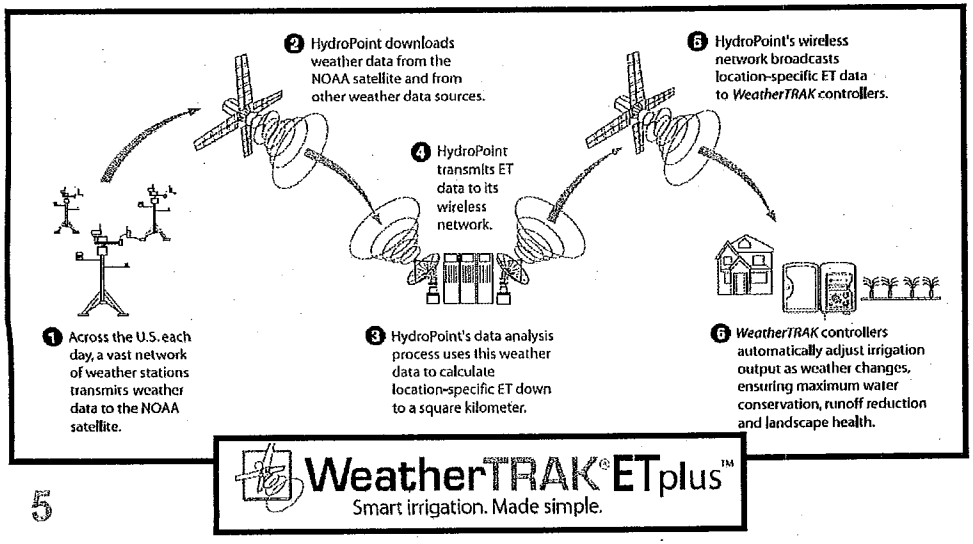
Additional Savings Potential

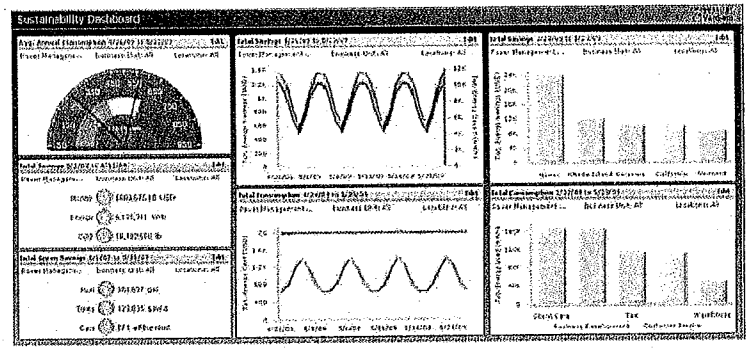
- Water conservation
  - Ultra efficient fixtures
  - Sub-metering
  - Satellite based irrigation control
- Network computer management
- Occupancy controls
- Energy Misers











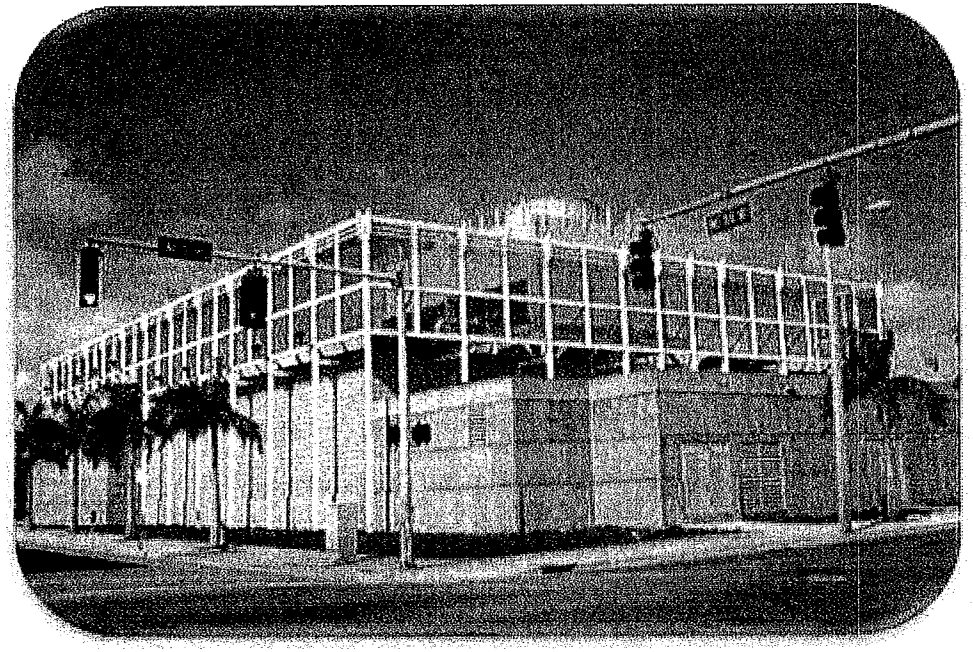
In-House Self Perform Business Model

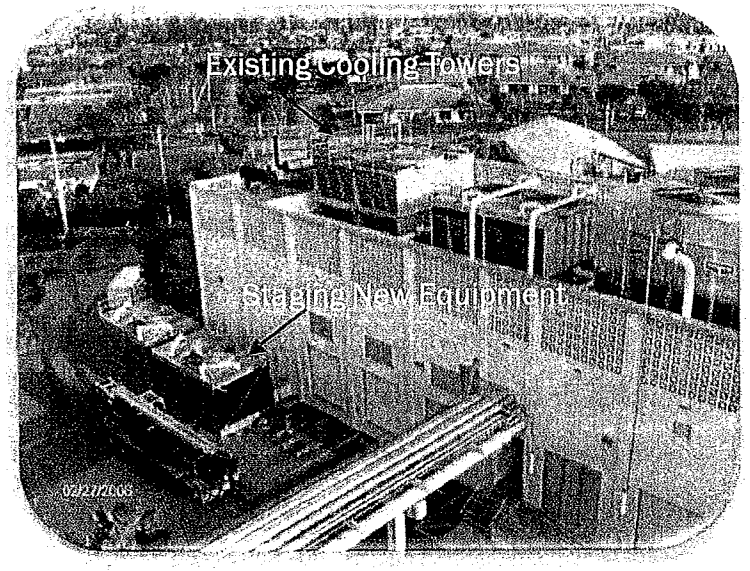
- Investment Grade Energy Audit (IGA)
- Design engineering – Sign & seal drawings
- Construction management
- Commissioning and retro-commissioning
- Monitoring and verification (M & V)
- Vendor neutrality
- Open book pricing
- Bid projects to local Port St. Lucie contractors
- EPAct net tax benefit sharing

Benefits of Our In-House Self Perform Model:

- ✓ Below industry standard overhead and profit margins
- ✓ Fewer layers of contractor mark-ups = avoid margin "Pancaking"
- ✓ Seamless delivery by common party involvement throughout project

Long Term Open Book Pricing Customers





MIAMI-DADE COUNTY

Miami-Dade County Government

- ✓ $30 million total in PC projects
- ✓ Interconnection and expansion of 2 chiller plants ($21 million PC)
- ✓ 15,000 tons of cooling / 52,000 ton-hr
- ✓ **Open book pricing structure**

HCA
Hospital Corporation of America

Hospital Corporation of America

- ❑ Largest Investor owned hospital system in the U.S.
- ❑ $30 billion revenues, $24 billion assets
- ✓ $40+ million in projects installed
- ✓ 30+ hospitals
- ✓ **Open book pricing structure**

Why ConEdison *Solutions*?

- **Energy Policy Act of 2005 (EPAct 2005) tax deduction sharing**
- **Below industry standard overhead and profit margins**
- **Act as City's advocate – vendor neutral approach**
- **In-house self perform business model**
- **Open book pricing**
- **Highly experienced City of Port St. Lucie project team**
- **We have the Horsepower!!**
  - We have performed more Investment Grade Energy Audits in Florida than any other ESCO or Performance Contracting company
  - Over $1.5 billion in energy services provided annually
  - Strong corporate bonding & Insurances
  - Corporate performance guarantees
  - Leverage favorable financing terms, conditions & rates
  - Extensive renewable technology experience
  - Highest NAESCO* certification

* National Association of Energy Service Companies

ConEdison Solutions. Energy. Efficiency. Expertise.

Honeywell

Letter of Interest For:

City of Port St. Lucie
Letter of Interest #20110058
Energy Performance Savings Contract
2011 Energy Audit

June 17, 2011

ORIGINAL

Submitted By:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Submitted By:

Honeywell Building Solutions
11214 Cedar Grove Ct
Windermere, FL 34786
Bueno Prades, Account Executive
Ph: (407) 492-2227 Email: Bueno.Prades@Honeywell.com

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VI. Innovative Approaches for this Project 19

VII. Location of the Firm/Office/Staff 49

I. Executive Summary

Honeywell International, Inc. (Honeywell) is honored to respond to the City of Port St. Lucie's Request for Energy Performance Savings Contract Letter of Interest and acknowledge receipt of Addenda 1 and 2. At the conclusion of your evaluation, it will be evident that Honeywell is a proven partner that can help the City reduce energy and operational costs, invest in the City's public infrastructure, create/maintain jobs and deliver a project that will make Port St. Lucie a recognized leader in environmental, economic, and energy sustainability!

Our organization has a long history in developing and implementing infrastructure solutions for cities and major institutions that significantly improve operations, create sustainable environments, reduce water and energy consumption and enables job retention of City staff. As a member of the Clinton Climate Initiative (CCI), we help major global cities around the world meet goals like those the City of Port St. Lucie is targeting with this RFQ.

Honeywell pioneered the Energy Performance Contracting (EPC) concept over 30 years ago and has delivered projects that have reduced Greenhouse Gas Emissions by over 15 Million tons while delivering over $5 Billion in energy guarantees; aligning our experience squarely with the needs of the City.

Local Presence

Being a local business and partnering with other Florida businesses are keys to our team providing a successful project for the City of Port St. Lucie. With over 50 years of serving the citizens of Florida, Honeywell, and our local partners have the knowledge, experience and diversity needed to deliver the most responsive, innovative, and cost-effective project for the City.

A Unique Approach

Leveraging the quality and expertise of our team, we are certain this project will improve the quality of life and economic growth for Port St. Lucie including:

- More innovation with better financial results that extend beyond traditional energy solutions due to our team's expertise.
- Lower risk for the City through our team's deep experience working with similar city departments (i.e., Tallahassee, Clearwater and Quincy, FL), our financial stability and corporate reputation.
- Longer lasting project results for the City due to our ongoing training and unique educational initiatives.

Benefits

Our approach to meeting the needs of the City includes traditional energy efficiency methods with a focus on leveraging financial outcomes to enhance job creation and community involvement. This involves a collaborative effort with the City and our team of technical and energy solutions resources to create a project that:

- Enhances building comfort, reduces deferred maintenance backlog, and improves the City's maintenance service levels.
- Enables the City to provide greater customer service to its citizens and saves taxpayer dollars.
- Ensures sustainable savings that are measurable and verifiable.
- Mitigates and reduces the City's financial risk.
- Guarantees savings equal to or exceeding the annual total project costs.
- Implements innovative solutions, including renewable technologies to help the City achieve its energy consumption and cost reduction goals.
- Creates jobs with local contractors and Minority and Female Business Enterprise (MBE/FBE) businesses.

Honeywell has provided expertise to help municipalities like the City of Tallahassee comply with energy mandates, cut operating costs, improve public safety and save taxpayer dollars.

Key Recommendations

Based on our preliminary assessment of your facilities, we believe Honeywell can help the City achieve its goals through the implementation of the following improvements:

- Automated Meter Infrastructure
- Street Lighting Retrofits
- Water Treatment Plant Efficiency
- Central Plant Improvements and Thermal Storage
- Building Water Conservation Measures
- Building Lighting and Controls Retrofits
- Building Controls Upgrades
- Occupant Education/Awareness

Value to the City

Ultimately, we believe the greatest strength Honeywell brings to the City is our people, their experience, and the time-proven approach they use to implement mission-critical EPCs on time and within budget. Our commitment to developing comprehensive and innovative projects that reduce energy usage by at least 20% runs deep throughout all of our team members and partners. Finally and most importantly, we stand behind our work and will deliver a project with the most financial value and least risk. Our business is built on strong references and we do everything within our power to ensure every customer views working with Honeywell as a positive experience. We are excited about your future energy conservation projects and have the team and resources in place to implement your project immediately.

II. Experience on Similar Projects

One of the leading strengths at Honeywell is our ability to provide a variety of comprehensive solutions to a large number of federal, state and local clients. We have helped several municipalities achieve similar goals to that of the Port St. Lucie. On the following pages, we have provided a project summary matrix of similar projects and project briefs for 5 of our most relevant project endeavors.

Project Name	Water & Sewer Plants	Street Lighting	Traffic Signals	Residential Facilities	Park & Rec Facilities	District CHW Plants	Electric Power & Cogen. Plants	Energy management Control	Renewable Energy	Water Conservation	Waste Heat recovery	Combined Heat & Power	Bioenergy	Solar	Alternative Fuels	Meters/Automatic Meter Reading	Fire Stations	Police/Correctional	Health Facilities	Convention & Entertainment	Libraries	Municipal Courts	General Office Facilities & Other	Military/Government
Broward Center for the Performing Arts, FL					★			★		★													★	
Broward County, FL																					★			
Cathedral City, CA									★					★						★				
City of Ada, OK			★		★			★		★						★	★		★		★	★	★	
City of Muskogee, OK			★		★			★		★						★	★	★	★	★	★	★	★	
City of Quincy, MA			★			★		★		★	★					★	★	★			★	★	★	
City of Ponca City, OK		★	★		★			★		★						★	★		★		★	★	★	
City of Rowlett, TX			★		★			★		★						★	★		★		★	★	★	
City of Tallahassee, FL						★		★		★							★	★	★				★	
Escambia County, FL																				★				
DeKalb County, GA																	★		★		★	★	★	
Jefferson County, TX						★		★		★												★		
Newberry County Memorial Hospital, SC								★		★	★								★					
City of Quincy, FL	★	★	★	★	★			★									★	★					★	
Fort Bragg, NC				★	★	★		★			★	★			★		★	★	★				★	★
NASA - Johnson Space Center, TX						★		★	★	★														★
City of Newport News, VA								★											★		★		★	
City of Perris, CA									★					★										
New York State Department of Corrections, NY							★	★	★									★						
City of Houston, TX																★								
Salano County Det. Facility, CA									★					★				★						
Pendleton Water Treatment Plant, OR	★								★					★									★	
Austin Community College, TX						★		★		★													★	
Baylor Medical Center, TX						★		★											★					
Baylor University, TX						★		★			★												★	
Denver VA Medical Center, CO						★		★			★								★					
DOE Savannah River Site, SC								★	★				★										★	
Veteran's Integrated Service Network 8						★		★		★	★								★					★
Arnot Ogden Medical Center, NY								★	★	★			★						★					

Project Identification: City of Tallahassee, FL

Owner: City of Tallahassee, Florida

Type of Project: Municipal

Location: Tallahassee, FL

Project Date: Phase 1-2:
Implementation Phase: September 2004 – June 2006
Performance Phase: June 2005 – June 2015

Phase 3-4:
Implementation Phase: September 29, 2008 - Sept 30, 2012 (estimated)
Performance Phase 4: Not Applicable

Project Description: The City of Tallahassee awarded Honeywell a $4.5 Million energy savings performance contract (ESPC) in September 2004. Three change orders (COs) were added for a total cost of $5.4 million for first 3 phases. The project was completed ahead of schedule with new improvements to 45 city facilities (750,000 Sq. Ft.). Heating, ventilation and air-conditioning (HVAC), roof, chiller, water conservation, lighting, and automation upgrades were completed in eight months. Two Change orders, including an HVAC, chiller and automation renovation at the City's Animal Service Center, were completed in 2006. In 2008 and 2010, the City awarded Honeywell Smart Metering and Smart Grid projects to renovate the City utility's metering infrastructure and implement a City-wide Demand Response program. The two project values totaled $32.1 million.

Quote from City's Mayor

"We selected Honeywell for this project based on the company's technical expertise and proven success in reducing energy costs," said Tallahassee Mayor John Marks. "Honeywell demonstrated a keen understanding of our needs and a willingness to involve the community in the project. Together, we have developed a program that will improve the city without a burden to the operating budget and our taxpayers."

Honeywell's Role: Energy guarantee, Equipment guarantees, Site survey and building evaluation, Energy analysis/audit, Project management, Equipment start-up/commissioning, System test and acceptance, Demolition and clean-up, Safety and security, Training, Preventative maintenance, Permits/fees/insurance, Minority Business Enterprise (MBE) participation

Project Dollar Amount: 32.1 Million (All phases combined)

Contract Terms: Phase 1-2: 20-year (Ph 1) and 12-year (Ph 2) guaranteed savings performance
Phase 3-4: Installation performance guarantee only

List of Improvements:

- HVAC system replacement
- Variable frequency drive retrofits
- Chiller replacement
- Roof replacement
- Lighting technology installation, including lamps and ballasts
- Water conservation measures
- Direct digital control (DDC) and system integration at 15 facilities
- Vending machine control
- Comprehensive HVAC and automation service
- AMI & Demand Side Management Services

Project Identification: City of Clearwater (Phase I & 2)

Owner: City of Clearwater, Florida

Type of Project: Municipal

Location: Clearwater, FL

Project Date:
Phase 1:
Implementation Phase: November 2008 – June 2009
Performance Phase: July 2009 – June 2029

Phase 2:
Implementation Phase: June 2010 – December 2010
Performance Phase: January 2010 – December 2015

Project Description: 23 facilities, totaling 787,650 Square Feet

Project Dollar Amount:
$ 5.8 Million (Total)
Phase 1: $ 2.3 Million
Phase 2: $ 3.5 Million

Source of Funds: Honeywell Global Finance

Contract Terms:
Phase 1: 20 year guaranteed savings performance
Phase 2: 16 year guaranteed savings performance

List of Improvements:

- Pool Dehumidification Installation
- Lighting Retrofits / LED Lighting
- Roof Top Unit Replacements
- Domestic HW Heat Recovery
- Roof Replacement – Polyurethane "Cool Roof"
- Temperature Controls Automation / Integration
- Comprehensive Mechanical and Automation Service

Project Identification: City of Quincy

Owner: City of Quincy, Florida

Type of Project: Municipal

Location: Quincy, FL

Project Date: Implementation Phase: April 2008 – December 2008
Performance Phase: January 2009 – December 2014

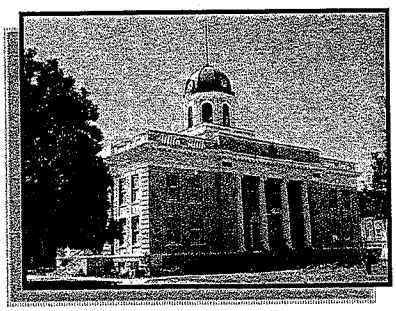
Project Description: The City of Quincy awarded Honeywell a $1.8 million energy savings performance contract (ESPC) in April 2008. The project was completed ahead of schedule in December 2008 with new improvements to 12 city facilities.

Project Dollar Amount: $1.8 Million

Source of Funds: Municipal Lease Financing

Contract Terms: 15-year guaranteed savings performance

List of Improvements:



- HVAC system replacement
- Boiler
- Variable frequency drive
- Roof replacement with poly-urethane cool roof
- Lighting technology retrofits
- LED traffic signals
- LED signage
- Street lighting retrofit
- Water conservation measures
- Direct digital control (DDC) and system integration
- Vending machine control
- Water / Wastewater plant improvements
- Comprehensive HVAC and automation service

Project Identification: Broward Center for Performing Arts

Owner: Broward Center for Performing Arts

Type of Project: Municipal

Location: Ft. Lauderdale, FL

Project Date: Implementation Phase: December 2007 – June 2008
Performance Phase: July 2008 – June 2017

Project Description: Broward County Center for the Performing Arts awarded Honeywell a $2.1 million energy savings performance contract (ESPC) to implement a major renovation of their central plant, including replacement of their 2 primary chillers. The project was completed ahead of schedule in June 2008 with no interruption to the center's performance schedule.

Project Dollar Amount: $2.1 Million

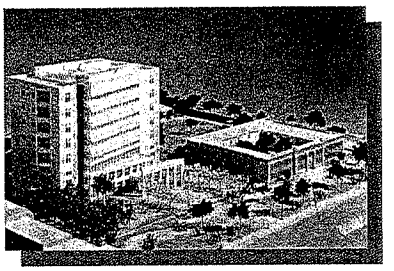
Source of Funds: Financed by Owner

Contract Terms: 19-Yr Guaranteed Energy Savings Performance Contract

List of Improvements:

- Variable Frequency Drive retrofits
- Chiller System Replacement
- Direct Digital Control
- Comprehensive HVAC and Automation Service
- Cooling Tower Improvements
- Lighting Technology Installation, including LED Technology

Project Identification: Broward County Libraries



Owner: General Services Administration (GSA)

Type of Project: Municipal

Location: Broward County, FL

Project Date: Implementation Phase: Sept. 2001 – Sept. 2003
Performance Phase: Oct. 2003 – Sept. 2013

Project Size/Description: 19 Sites, totaling 512,210 square feet

Honeywell's Role: General Contractor, Energy Auditing, Design Engineering, Financing, Project Management, Commissioning, Performance Measurement & Verification

Project Dollar Amount: $2.6 Million

Source of Funds: Financed by owner

Contract Terms: 10-year guaranteed savings performance

List of Improvements:

- Improved glazing
- Installed energy efficient lighting
- Lowered CHW coil static pressure
- VFDs on AHUs, CHW pumps
- Installed HW pumps and cooling tower fans
- Increased chiller efficiency and chiller plant delta T
- Occupancy-controlled ventilation
- Cooling tower water meter
- Governmental avoided maintenance cost
- Installed CHW and HW systems in service building
- Installed single electrical service meter

III. Experience within the City for Similar Projects

Honeywell has maintained a significant presence in Florida, including the Port St. Lucie area, for over 30 years, through our installation, services and energy performance contracting businesses. We have completed a variety of municipal performance contracting projects across the state and will draw on local, regional and national resources to provide the technical and project implementation expertise specific to the City of Port St. Lucie's needs.

IV. Assigned Staff Qualifications

Honeywell's strength is our people. Honeywell offers the City a team of highly qualified personnel who have the comprehensive expertise to execute all aspects of your project. We ensure the success of our projects by attracting and retaining the top talent in the industry and have assigned to this project a solid multidisciplinary project team of seasoned energy professionals.

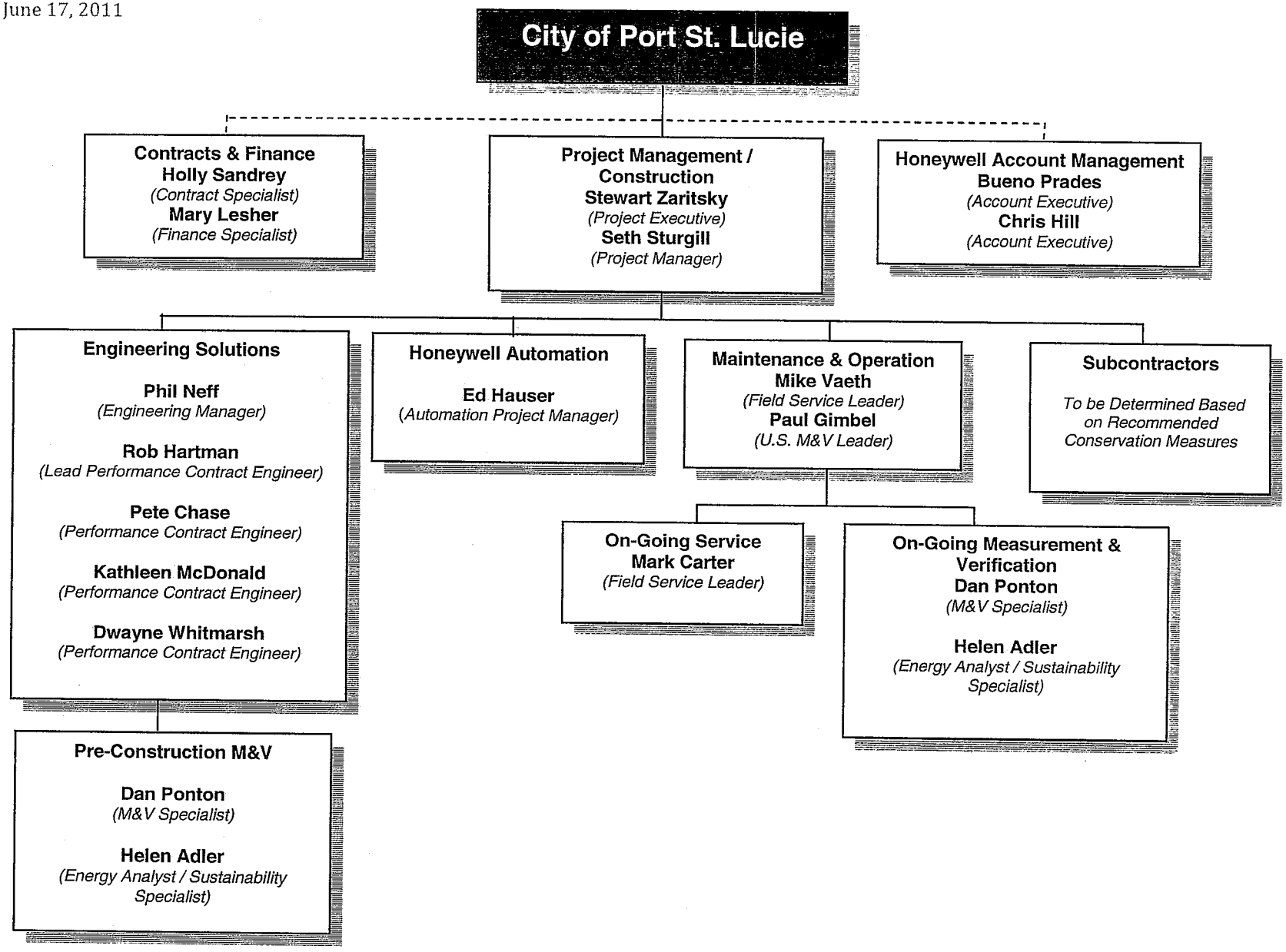
The Honeywell Energy Services Team is staffed with well over 550 experienced personnel. They include Registered Professional Engineers, Certified Energy Managers, LEED® (Leadership in Energy and Environmental Design) Accredited Professionals, project managers and technical professionals, all of which have a range of experience that enables Honeywell to address all aspects of energy services projects with the most up-to-date knowledge of technologies, design and equipment. This vast experience in every aspect of energy projects enables us to design and install the most cost-effective solutions for each client's unique facility needs and to guarantee that targeted energy savings will be achieved. Our team is also skilled in efficient utilization of related engineering disciplines - from project conception, to design, implementation and project commissioning.

Honeywell's Nationwide Resources

Performance Contracting Engineers	124
Licensed Professional Engineers (PE)	73
LEED Accredited Professionals	96
Certified Energy Managers (CEM)	75
Project Managers	104
Measurement &Verification Specialist	43
Certified M&V Professionals	24

Our personnel are distributed throughout the country into regional and local support networks. These teams of professionals will be dedicated to the development and execution of the City's energy savings project. For the Port St. Lucie's project, Honeywell has a dedicated staff of certified energy managers, professional engineering (Mechanical & Electrical) specialists in lighting, controls, HVAC, M&V, and OSHA-certified construction managers. Honeywell will team with other Honeywell resources that are needed, as well as any other industry experts to support the program locally as it will expand the depth of our in-house engineering and design resources that will be needed to develop a comprehensive project for the district. Our team possesses the depth and range of experience that enables Honeywell to address all aspects of energy services projects. We will provide the highest level of local responsiveness to Port St. Lucie by assuring the City's staff participation in every step of the project's development and implementation with a clear understanding of local and community sensitivities.

Provided on the following pages, is an Organizational Chart and Roles and Responsibilities Matrix for our key personnel that will be assigned to this project.


City of Port St. Lucie
Contracts & Finance
Holly Sandrey
(Contract Specialist)
Mary Lesher
(Finance Specialist)
Project Management / Construction
Stewart Zaritsky
(Project Executive)
Seth Sturgill
(Project Manager)
Honeywell Account Management
Bueno Prades
(Account Executive)
Chris Hill
(Account Executive)
Engineering Solutions
Phil Neff
(Engineering Manager)
Rob Hartman
(Lead Performance Contract Engineer)
Pete Chase
(Performance Contract Engineer)
Kathleen McDonald
(Performance Contract Engineer)
Dwayne Whitmarsh
(Performance Contract Engineer)
Honeywell Automation
Ed Hauser
(Automation Project Manager)
Maintenance & Operation
Mike Vaeth
(Field Service Leader)
Paul Gimbel
(U.S. M&V Leader)
Subcontractors
To be Determined Based on Recommended Conservation Measures
On-Going Service
Mark Carter
(Field Service Leader)
On-Going Measurement & Verification
Dan Ponton
(M&V Specialist)
Helen Adler
(Energy Analyst / Sustainability Specialist)
Pre-Construction M&V
Dan Ponton
(M&V Specialist)
Helen Adler
(Energy Analyst / Sustainability Specialist)

PROJECT TEAM ROLES AND RESPONSIBILITIES MATRIX				
Team Member	**Role/Responsibility**	**Relevant Project Experience**	**# of Years w/ PC**	**# of Years w/Honeywell**
Management Team				
Bueno Prades, P.E., C.E.M., LEED AP	• Sr. Account Executive • Sales process coordination • Contract negotiations and customer satisfaction	City of Tallahassee, FL; U.S. Army, Ft. Bragg, NC; City of Mt. Airy, NC; GSA- United States Customs House, and Nix Federal Courthouse, Philadelphia, PA; GSA- Boggs Federal Courthouse, Wilmington, DE; GSA- Greater Southwest Region (21 Buildings), Arkansas, Louisiana, Texas; GSA- Carlson Federal Building, Topeka, KS, Social Security Administration, Topeka, KS, U.S. Courthouse, Wichita, KS; City of Newport News, VA; East Point (GA) Housing Authority	12	25
Stewart Zaritsky	• Project Executive	City of Tallahassee, FL; City of Ada, OK; City of Muskogee, OK; City of Ponca City, OK; City of Clearwater; Tampa Convention Center, Tampa FL; Sarasota Middle Schools, Sarasota, FL; Lakeland High School, Lakeland, FL ;Boca Ciega High School, Gulfport, FL; Quincy Farms, Quincy, FL; DMS State of Florida - Multiple CM activations, FL; Florida State University and National Magnetic Lab multiple retrofit projects, FL; St. Edwards School, Vero Beach, FL	3	27
Philip Neff, LEED AP	• Senior Engineering Manager • Development of technical approach; oversight and approval of energy audit and engineering design, and equipment commissioning	City of Rowlett, TX; City of Ada, OK Odessa Community College, TX; NASA, Johnson Space Center, TX; Kirtland AFB Muskogee Public Schools, OK; Checotah Public Schools, OK; Eastern Michigan University, MI; Woodward Hospital	25	12

PROJECT TEAM ROLES AND RESPONSIBILITIES MATRIX				
Team Member	**Role/Responsibility**	**Relevant Project Experience**	**# of Years w/ PC**	**# of Years w/Honeywell**
Paul Gimbel	• M&V Leader • Development and implementation of M&V plan and quarterly reporting	• OH Robinson Memorial Hospital, OH; OH City of Dayton, OH; IL Eastern Illinois University, IL; PR Minillas Government Center, PR; KY Eastern Kentucky Community Technical College, KY	27	5
Site Leadership Team				
Seth Sturgill	• Project Manager • Overall project leadership/authority and accountability; City liaison; monthly reporting; subcontract management; training	City of Clearwater, FL; Citigroup Realty Services, Tampa, FL	1	1
Rob Hartman, PE	• Lead Solution Engineer • Development of energy, operational, and revenue generating infrastructure self funding solutions.	Puerto Rico Public Buildings Authority; City of Quincy, FL; Prospect Towers, Clearwater, FL; Citicorp, Tampa, FL	10	2
Dan Ponton, PE	• M&V Manager • Development and implementation of M&V plan and quarterly reporting	City Of Tallahassee, FL, Broward Center for the Performing Arts, Ft. Lauderdale, FL; Holmes County Schools, FL; Gadsden County Schools, FL; Ware County Schools, GA; Florida A&M University, Tallahassee, FL; City of Quincy, FL	15	15
Engineering Team				
Helen Alder	• Measurement & Verification Specialist • Develop specific M&V plans and cost estimating	Crestview FL Housing Authority; Homes County FL Schools; Florida Memorial University; DeKalb County, GA; Memphis City Schools, TN; Delaware State University, DE; Tuscaloosa County AL Schools; City of Bangor, ME; City of Quincy, MA; City of Somerville, MA	6	8

PROJECT TEAM ROLES AND RESPONSIBILITIES MATRIX				
Team Member	**Role/Responsibility**	**Relevant Project Experience**	**# of Years w/ PC**	**# of Years w/Honeywell**
Pete Chase, PE, CEM	• Energy Audit Engineer • Development of ECMs and energy savings calculations	City of Duncan, OK; City of Ogallala, NE; Sidney, NE; F.E. Warren AFB	3	17
Kathleen McDonald	• Energy Audit Engineer • Development of ECMs and energy savings calculations	Lancaster County Schools, VA; Madison County Schools, NC; Virginia Department of Corrections Phase II, VA; Rutherford Hospital, NC; Virginia State University, VA; Virginia Department of Corrections, VA	27	2
Dwayne Whitmarsh	• Energy Audit Engineer • Development of ECMs and energy savings calculations	City of DeSoto, TX; Collin County, TX; Odessa Medical Center, TX; Naval Air Station JRB, TX; Shannon Medical Center, TX; Eastern Kentucky Community and Technical College, KY	25	4
Steven Dunlap, PE, CEM, LEED AP	• Energy Audit Engineer • Development of ECMs and energy savings calculations	City of Muskogee, OK; Alabama County Schools, AL; Mercedes-Benz, AL; Jeff State, AL; Lawson State, AL; Opryland Hotel, TN; Honda Motors, OH Mayo Clinic, FL; Tennessee Technology Center, TN	4	4

V. Certified Minority Business Enterprise

Honeywell is a Fortune 100 corporation that utilizes Minority Business Enterprises (MBE) business partnerships and plans to exceed Port St. Lucie's MBE participation goal. In order to provide the highest levels of customer satisfaction and risk minimization, the more significant value-added project development activities (needs assessment, design, project management, measurement and verification, and operations and maintenance) are performed by in-house Honeywell personnel. We generally subcontract installation, labor, and material to qualified and experienced firms, with an emphasis on utilizing local firms in order to keep as much of the business as possible in the local community. It is much easier to level load our workload through subcontracting, resulting in cost-control and higher levels of employment stability for the key members of our team. The table below illustrates those services that will be provided by Honeywell full-time employees and services that we intend to subcontract to local companies.

	Services Performed By	
Services	**Honeywell**	**Subcontractor**
Investment Grade Energy Audit	X	
Engineering Design	X	
Construction Management	X	
Direct Purchase of Major Equipment	X	
Equipment Installation	X	X
Commissioning	X	
Owner Training	X	X
Savings Measurement & Verification	X	
On-going Maintenance	X	
Continuous System Optimization	X	
Financing		X

VI. Innovative Approaches for this Project

In this section we have addressed the following:

- **Scope of Work Overview** – provides discussion on conditions, status of building systems and needs of each site.
- **ECM Descriptions** – provides a detailed discussion of each Energy Conservation Measure (ECM) recommended.
- **Renewable Technologies** – provides an overview of Honeywell's renewable energy scorecard and discussion of potential renewable energy technologies to be evaluated.

Scope of Work Overview

This preliminary proposal provides improvements to reduce energy consumption; reduce the impact on the environment by reducing the carbon footprint and "green" the buildings and surrounding areas; and reduce operations and maintenance costs for the City of Port St. Lucie. Honeywell evaluated all possible energy conservation measures (ECMs) for this project to provide the City the best solutions for the buildings. Through this preliminary evaluation, Honeywell has developed a sustainable plan for addressing facility and operational needs and to meet the City's goals. The City will also be able to choose which ECMs are to be developed and implemented in the following phases if Honeywell is selected. During the detailed Investment Grade Audit, Honeywell will further refine our recommendations.

For the purposes of discussion, Honeywell has identified a group of ECMs for consideration. It is our opinion that this grouping of ECMs will provide the city with the greatest return, while meeting payback and guarantee period expectations and will also address the facilities and occupant needs.

Upon selection as the City of Port St. Lucie's energy services partner, Honeywell will conduct a detailed audit and present a final guaranteed performance contract proposal for your consideration.

Existing Conditions

On June 8, 2011, Honeywell walked some of the City's facilities with the Office of Management and Budget. The facilities toured were, the Pineville RO water plant, Sportsman Ball Fields, the community center, Police Building, Engineering Building and City Hall.

Status of Building Systems:

The buildings toured have Heating Ventilating and Air Conditioning (HVAC) systems which range in complexity and age from 4 to 15 years. The Police Building, Engineering Building and City Hall appear to be the largest consumers of electricity of all buildings. These three buildings are located within the same location and have similar types of HVAC systems. Each utilizes air cooled chillers and chilled water air handling units. Of the three, the Police Building is the oldest and is still utilizing 15 year old systems. The controls systems for these three buildings vary however from complete pneumatics to direct digital controls.

The majority of the City's building lighting systems have been retrofitted to efficient T-8 fixtures and electronic ballasts. However, some incandescent, metal halide and other inefficient technologies still exist on the building exteriors. None of the buildings toured were observed to have any lighting controls or occupancy sensors.

The buildings' envelopes (windows, doors, and roof) appear to be the original construction. Windows were double- paned and tinted. Opportunities may exist for cool roof retrofits and sealing up of the building envelopes.

The majority of the buildings' plumbing fixtures were inefficient with regards to water consumption. The opportunity exists for water efficiency upgrades.

Water Treatment Plants:

Honeywell toured the Pineville RO water plant. This plant is one of three plants and produces 10 MGD of the City's total of 37 MGD consumption. The plant has an existing SCADA system, however it is still being upgraded in phases from radio controls to fiber communications. The plant was noted to be similar to the other facilities. Wastewater treatment plants were not toured.

Energy Conservation Measures

ECM-1: Lighting Upgrades

Lighting upgrades usually prove to be one of the most cost effective energy savings measures. The majority of the City's buildings are lighted with fluorescent fixtures having T-8 lamps and electronic ballasts. These fixtures are efficient; however, more efficient newer technologies such as T-5 lamps are currently available. Honeywell will further investigate whether T-5 retrofits will be economically feasible.

Even though most of the interior lighting has been upgraded to efficient T-8 fixtures, some exterior lighting and interior lighting was still observed to be utilizing incandescent or metal halide fixtures. Honeywell will further investigate the feasibility of retrofitting these fixtures with T-5s, compact fluorescents and LEDs. Opportunities for efficiency retrofits also exist at some of the City's baseball fields.

Honeywell shall take a detailed and comprehensive approach to lighting system upgrades, incorporating state of the art lighting technologies to achieve electrical and operational savings. Honeywell replacement light fixtures will meet IES lighting standard illumination levels in all replacement areas, or a higher illumination level if requested by the client. In some cases this may increase or reduce current illumination levels. In addition, a significant amount of maintenance will be reduced and deferred as a result of new lamps, ballasts, and fixtures.

The recommended approach for each line item is based upon recommended IES light levels, user requirements, existing conditions, and customer satisfaction with existing conditions. The numbers of lamps recommended will be determined by area usage and existing lamp wattage. One of the goals of this proposal is to reduce the cost and time required for lighting maintenance. In order to achieve this goal, particular attention will be paid to the standardization of proposed ECMs. The specification of standard, long life products will also reduce the cost and frequency of maintenance required.

ECM-2: Lighting Controls

Three types of lighting controls have proven useful for energy conservation: building scheduling, room occupancy and day-lighting. Lighting controls can provide lighting energy savings for both upgraded and existing lighting fixtures that are not upgraded.

At all of the buildings observed, fluorescent fixtures having T-8 lamps and electronic ballasts are utilized. These fixtures are efficient; however, they currently are only manually controlled with no occupancy sensors, daylighting controls, or connection to a building management system for automated scheduling.

Building scheduling controls automatically adjust lighting levels based on the pre-determined building use, but over-rides are allowed for early/late workers. Room occupancy controls use various sensor technologies or a combination of sensors to turn on room lights when the room is occupied, and to turn off lights when the room becomes unoccupied. Day-lighting sensors are applied to room and hallways that have large window areas. When the ambient daylight entering the windows increases the space illumination sufficiently, the room lights are reduced or turned off.

Honeywell will evaluate installing DDC controls for various lighting zones to automatically turn on and off the different areas of the building to match the occupancy of the building spaces. It is also being recommended that occupancy sensors be installed in areas with varying occupancy (toilets, storage rooms, conference rooms and offices). Ceiling mounted or wall mounted occupancy sensors will be installed to reduce energy consumption during periods of non-activity. Passive-infrared technology will be used to detect the difference between heat emitted from the human body in motion and the background space. After a set time of inactivity, the sensor will turn off the lights and realize additional energy savings. Motion sensors should not be used in areas that have frequent and constant traffic due to potential premature lamp and ballast failure caused by multiple short cycling.

There is adequate outside natural light entering the perimeter windows to justify light harvesting. Lamps located at the building perimeter of each floor which will be considered for dimming opportunities. High efficiency dimming ballasts will be used where dimming is necessary or to be used in conjunction with daylight harvesting technology. This proposed design will maintain light levels in these areas and it will also create additional energy savings, while maintaining dimming capability. Honeywell is recommending that photocell controls be installed in certain perimeter building spaces with windows and adequate ambient light. When the photocell detects that the ambient light levels have reached a pre-determined level, the unnecessary light fixtures in the area will be dimmed or turned off to create additional energy savings in these areas. Operational savings will also be realized through the use of this technology.

ECM-3: Street Lighting and Traffic Signals

The objective of this ECM is to reduce energy consumption by the existing street lighting and traffic signals. The City currently owns all of the traffic signals and a majority of the street lighting.

The existing street lighting fixtures can be retrofitted with new induction light kits. These induction lights have 100,000 hours of rated average life, no flickering, excellent color rendering (CRI 85), starting at -40 degrees Fahrenheit, instantaneous light and instant hot strike. These fixtures can also reduce power usage by as much as 150 watts per lamp.

The existing traffic signals can be retrofitted with LED lights which not only save energy, but also significant operational savings due to long life.

ECM-4: Water Treatment and Waste Water Treatment

Potable water and wastewater systems require a significant amount of energy to pump, treat, deliver, collect, and clean water – with much of this cost borne by tighter and tighter budgets. Nationally, the energy costs to run drinking water and wastewater systems can represent as much as 70 percent of a municipality's energy bill. If drinking water and wastewater systems reduce energy use by just 10% through cost-effective investments in energy efficiency, thousands of dollars can be saved every year. In some cases, energy efficiency can also result in significant water savings.

Honeywell will measure and evaluate the City of Port St. Lucie's water system and pump stations to identify efficiency opportunities including:

I. Tracking and evaluating energy usage and costs
   - Upgrading equipment, systems and controls
   - Install high-efficiency influent and effluent pumps, high efficiency motors and variable frequency drives
   - GAC Strategies
   - Chemical cost reductions
   - Fully utilizing Supervisory Control and Data Acquisition (SCADA) systems to more effectively automate monitoring and control processes

II. Optimizing load profiles by shifting operations where possible

Pumping systems will be evaluated in detail to determine where inefficiencies exist. The evaluation involves a comparison of work required by the system (converted to kilowatt-hours) and actual energy purchased. We then determine losses due to equipment performance, electrical delivery, system control, and work that is not required.

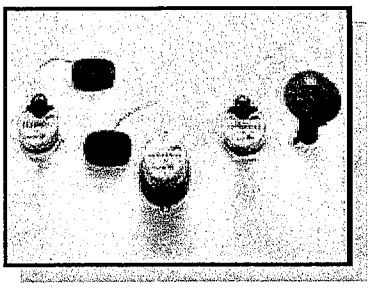
Depending on the pump size and savings opportunity, detailed field testing of pumping systems will be conducted. With this data, we will look into energy savings strategies aimed at:

- Identifying old pumps that no longer perform on their pump curves
- Detecting pumps that no longer match well with the distribution system
- Finding pump combinations that do not work well together
- Analyzing when to use variable speed vs. constant speed pumping
- Determining energy costs for different operating rules to find the best operational strategy
- Providing optimal pump operation schedules
- Determining how to take advantage of time-of-day energy pricing

If system models already exist or if the City of Port St. Lucie would like to build a model as part of the project, Honeywell can examine additional opportunities of

- Integrating the model with SCADA or meter read information for real time analysis.
- Perform multiple energy analyses with alternative pricing for pumping stations in different parts of the system.
- Consider the effects of storage on cost of running the system

ECM-5: Automated Meter Infrastructure



As water meters age, their accuracy diminishes, resulting in increased levels of unaccounted for water and reduced revenues. The financial impact of reduced revenues is made worse in older systems with little or no automation because they incur avoidable operational and maintenance costs. This increases costs to the City of Port St. Lucie. At the same time, upgrading to a new meter infrastructure can be a significant investment and can cause funding and resource challenges for municipalities.

Honeywell offers a self-funding solution that will enable the City of Port St. Lucie to upgrade its meter infrastructure and reduce operating costs through AMI. We will partner with the City to:

- Effectively utilize new technology, optimize service to your customers and provide full delivery capabilities
- Provide reliable new meters and AMI technology that will lower future maintenance costs
- Provide leak detection technology to help pinpoint system leaks and critical infrastructure issues.
- Effectively automate your entire meter population
- Evaluate the various technologies and applications available to develop the best AMI solution for the City, including:
  - Mobile Radio (Drive-by) AMR
  - Fixed Base AMR
  - Leak Detection Systems
- Provide industry leading customer service
- Generate a self-funded, no-risk project over the life of the contract

In addition, Honeywell's Performance AMI solution development process will:

- Establish an accurate assessment of your current system
- Model benefits and costs accurately so as to deliver a self funded program
- Incorporate a final design where change orders are unnecessary and results are predictable
- Evaluate other performance opportunities outside of the traditional meter services scope of work such as leak detection and infrastructure repair.

Honeywell's Performance AMI solution incorporates:

- A superior history in both meter services as well as performance contracting
- A time tested and field proven approach for delivering top quality utility programs
- Dedicated meter expertise with a significant track record of success
- Advanced processes that will provide accelerated start up and on time project completion
- A value based approach that delivers a cost effective, quality solution
- Utility specific experience for working with the public to ensure effective communications

Some of the Key Features/Benefits of Honeywell's Performance AMR solution include:

- Improved meter reading and billing accuracy resulting in fewer re-reads and more accurate bills
- Faster meter reading times resulting in potentially shorter and more flexible billing cycles
- Improves safety and reduces risk to City personnel by not having to access private property to read meters
- Provides hourly meter consumption data to the City for every customer
- Leak detection features allow the City to proactively alert its customers to potential leaks before large bills result.
- Reduced operating costs and improved productivity.

All of this comes with a Honeywell Performance Guarantee that mitigates your risk and gives you the confidence to move forward with this important program.

Performance AMI Program Implementation - Honeywell will provide a complete AMI solution that manages and integrates all facets of implementation, including recommendations for water AMI, customer care, system integration, field implementation and service. There are several AMI technologies and suppliers in today's market providing fixed networks, telemetry based systems and wireless fixed network system. Honeywell will provide the optimum solution with maximum benefit.

Honeywell's AMI Experience - Honeywell is one of the largest meters services organizations in the industry, servicing investor-owned utilities, municipal utilities and AMI providers. We have performed AMI projects both large and small nationwide and have had AMI replacement programs at City of Tallahassee, Florida, , City of Ponca City, Oklahoma, and City of Rowlett, Texas, just to name a few.

Benefits to the employees and citizens of Port St. Lucie: Overall less waste and more efficient operation for the citizens.

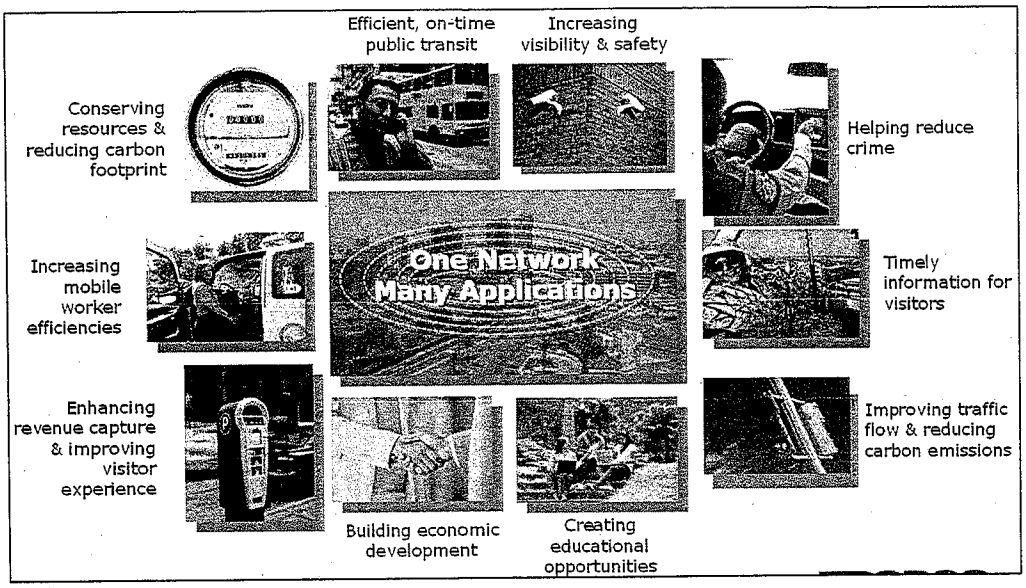
- Eliminate citizens' private property intrusion by monthly meter readers
- Eliminate citizens' confrontation with meter readers – our world is not as safe as it used to be
- Improve the accuracy of water metering systems to capture lost revenue
- Improve Billing Cycle Times & accuracy to reduce number of re-reads and citizen complaints

Broadband Infrastructure

Automatic Water Reading fixed networks requires data from the collectors to be backhauled to the central billing server. Honeywell often uses Wireless Broadband which provides the optimum solution and a common platform that can be expanded upon for many city applications. During the solution development Honeywell will determine the applications and benefits that meet the self funding requirements of the project.

Potential Applications

- Public safety
- Poilice serving of warrants and database access
- Ambulance services
- Survaillance
- Enhance GIS capabilities of use
- Building inspection
- Fire services
- Cumputer Aided Dispatch enhancements
- Traffic control
- Economic development



Benefits to the employees and citizens of Port St Lucie:

- Increase citizens satisfaction by improving Public Safety
- Enhance staff productivity by improving communications throughout the City

ECM-6: Building Envelope Improvements

The objective of this ECM is to reduce energy consumption required to cool a building due to solar gain through the roof and windows. This can be achieve by applying several different measures such as window replacements, application of window film to existing windows, and addition of insulation to roofs. Building envelope improvements also improve occupant comfort and lower ambient noise levels.

Single pane windows in steel frames have a high heat conductance compared to double pane low-e (low emissivity) glass in wood frames. Clear glass windows transmit almost all sun

radiation, while solar reducing glass can reduce sum energy to 25% while maintaining 60% of the desirable visible light.

The energy audit will identify windows that have high energy loss and determine the most cost effective upgrade. Candidates include full window replacement, outside window shading, inside window shading. Inside window shading may be a plastic film bonded to the window that greatly reduces summer solar energy cooling loads. The audit will also, identify instances where additional insulation should be added to existing roofs.

ECM-7: Cool Roof Retrofit

The scope of this ECM will be to greatly reduce the amount of heat transfer through the existing roofs in order to reduce the cooling energy required. This will be done by applying Honeywell SprayFoam roofing to the surface of the existing roofs. This will minimize building use interruptions and replacement of roof can be minimized. The spray foam will also act as a sealant. A top layer of reflective material will be installed to minimize solar heat gain and heat island effect. The final overall R value will be increased for improvement in the solar heat gain and a reduction in cooling energy required.

ECM-8: Building Envelope Weatherization

A building's door sweeps, window frames and other penetrations allow the infiltration of humid unconditioned air into the building as the sealing becomes degraded over time. This not only causes comfort issues, but increases energy consumption as the air is eventually circulated back to the HVAC equipment.

The scope of this ECM will be to seal the building envelopes by caulking all window and door frame joints, repairing door sweeps and sealing all exterior penetrations. Historically, building envelope weatherization can save on average 10% to 12% of annual energy consumption.

ECM-9: Water Efficiency Measures

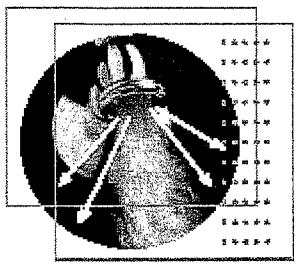
Many of the existing plumbing fixtures in the buildings observed are outdated and consume more water than necessary. Normally low-flow fixtures will have water and sewer saving opportunities because Honeywell will calibrate the fixture water flows to match the water system pressures and drain piping designs. These low-flow fixtures will operate more effectively, and the vast majority of existing standard and high flow fixtures are viable candidates for efficiency improvement.

When Honeywell conducts our detailed site audit, we will encounter a variety of flow rates and performance characteristics. This variety is due in large part to material degradation. The materials that will be most affected are those manufactured from natural rubbers. American Water

Works Association has concluded that chloramines in water, recently introduced as part of water treatment processes, have greatly increased the deterioration of natural rubber plumbing components. Not only does material deterioration contribute to flow and performance variance, but it also creates leaks. Our past experience has shown numerous leaks associated with sinks and flushometers. Ultimately, the degradation of plumbing parts will compromise the performance of plumbing fixtures, induce unnecessary water use, and increase the burden of maintenance for staff.

Fixture Specifics

Toilets and Urinals
Occupants of the building make use of many toilets, urinals and sinks. Through application of engineering and experience, we usually determine that these fixtures flush (on average) more flow than is necessary.



Variable Flow Technology
Works with existing infrastructure with no compromise to performance

Sink Faucets
At the buildings, there are many lavatory sink faucets, along with faucets used for "general use" purposes. The use of standard flow plumbing fixtures wastes water and energy required to heat domestic hot water.

The sink faucets use flow control devices called "aerators."

These aerators are pressure dependent devices, meaning flow rate varies directly with incoming pressure. Moreover, the construction of these devices often contributes to poor performance over time. Poorly constructed aerators attract contaminants (e.g. sediments) in water. As sediments accumulate, flow through area is restricted and water flow decreases. Decreased flow translates into decreased performance, thus negatively influencing occupant satisfaction.

Flushometers (Toilets and Urinals)
Flushometer valves are common devices that meter the amount of water that flows through toilets and urinals. Honeywell proposes a scope of work that creates the proper balance of financial performance and operational need. We describe our proposed scope of work below.

Honeywell proposes to change the existing diaphragm-style flushometers to state-of-the-art piston technology. A change to piston-style flushometers not only represents a true domestic plumbing system upgrade, but also represents a marked improvement in performance when compared with traditional diaphragm style flushometers. Under a wide range of supply water pressure, piston valves assure a consistently strong flushing action, creating the higher flow rates needed for consistent solids evacuation. As we change valves, we will "tune" each flushometer, variably adjusting water flow to meet the requirements of the individual fixture (each fixture receives individual attention).

In the process of applying new valves, we provide a new "baseline" of maintenance. Piston technology does not use rubber diaphragms which are a significant maintenance issue for replacement. In addition, the installation will replace all internal rubber gaskets. Moreover, we only use components that are designed and tested to resist the rigors of substantial use, as well as the effects of chloramines and sediments in water. This approach translates into long life and significantly reduced maintenance for years to come.

Finally, we will modify the fixture itself to optimize the flush sequence and eliminate unnecessary consumption, thus creating savings. Because each fixture will perform per design intent, this improvement is essentially invisible to the end user.

Replacement of the flushometer assemblies provides many benefits, including flush-to-flush consistency, long term sustainability, sediment resistance, long life handles, and new valves.

Replacement of Porcelain Fixtures

In addition to replacing the flushometer valves, Honeywell recommends replacement of the existing porcelain fixtures with new, high efficiency toilets and urinals if the City desires obtaining extra LEED EB points. If the City chooses this alternate, the toilets and urinals we propose to install are engineered for optimal performance and hygiene in the most demanding application environments, at water consumption levels below the baseline established by the Energy Policy Act of 1992. Specifically, we propose a flushometer toilet that will deliver the necessary line carry and hygiene with only 1.28 gallons per flush (GPF). We propose the use of dual-flush toilets for replacing all tank type toilets. The dual-flush toilets consume only 0.8 GPF for liquid flush and 1.28 GPF for solids flush (0.9 GPF average). Additionally, we propose a hands-free (i.e. automatic flush) flushometer urinal that will provide necessary water change and hygiene at 0.125 gallons per flush (i.e. one pint per flush).

Sinks Aerators

Through application of new technology, we believe we can significantly reduce flow in sinks without compromising operational performance.

As mentioned above, the sink faucets currently employ the use of flow control devices called "aerators." These aerators are pressure dependent devices, meaning flow rate varies directly with incoming pressure. Moreover, the construction of these devices often contributes to poor performance over time. Poorly constructed aerators attract contaminants (e.g. sediments) in water. As sediments accumulate, flow through area is restricted and water flow decreases. Decreased flow translates into decreased performance, thus negatively influencing customer satisfaction.

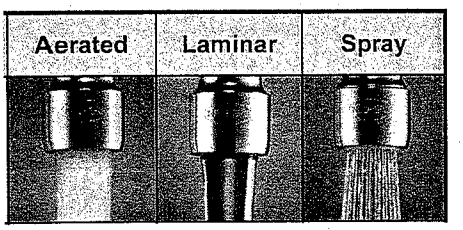
In contrast, we propose to install components that are of robust construction. Moreover, these devices are pressure independent; they provide end-users with the same level performance at all pressures between 20 and 80 psi. Pressure variations within the facility would be transparent to the end-users. Finally, as we apply our flow control technology, we will modify all faucets (using various adapters) to use one size device (55/64" female); no longer do you need to stock different

aerators to fit your different faucets - one size will now fit all. Then, to protect your investment, we will apply tamper-resistant technology; only you can remove the devices. Benefits of our proposed approach include:

- Pressure Independent Performance. End-users will enjoy the same level of performance regardless of incoming pressure (flow rate is constant at pressures between 40 and 120 psi).
- Invisible to End-Users. Because we carefully apply the appropriate flow rate and pattern to each sink (based upon sink application), end-users will not realize a decline in performance.
- Long-Life. Because our flow components are robust in their construction, these devices will serve you well for years to come. Furthermore, we protect the longevity of these products by applying tamper-resistant technology.
- One Size Fits All. No longer will you need to stock different aerators for the various faucets within your facility. Rather, because we adapt all faucets to accommodate the same-size flow control device, you need only one size.

Sink Aerator Post-Retrofit Sink Flows and Patterns

Proposed Post-Retrofit Sink Flows and Patterns			
		Flow and Pattern	
Sink Application	Application Example	Flow Rate (gpm)	Flow Pattern
Lavatory Sink	Public Restroom	0.5	Spray
General Use Sink	Break Rooms / Kitchens	1.5	Aerated



Recommendations

We recommend a turn-key upgrade of existing building infrastructure. Our recommended approach would eliminate only unnecessary water consumption by "tuning" (with Variable Flow Technology) each domestic water fixture to the "right" amount of water, thereby creating savings. Because each fixture would receive individual (engineering) attention, we provide assurances that all infrastructure will perform at (or better than) design levels. The result of these efforts would be a reduction in domestic water and sewer use, without a corresponding reduction in operational performance.

ECM-10: Power Factor (PF) Improvement

Since detailed electric bills statements were not received prior to performing this report, this ECM will be further studied during the Investment Grade Energy Audit phase.

If a power factor at a building is low, averaging between 79 to 83%, due to inductive loads such as motors. Energy rate structures that have demand charges based on kVA instead of kWh are penalizing the customer for having less than a 100% PF (PF is equivalent to the ratio of kWh to kVA). Buildings with power factors in the low 80% range significantly inflate electric demand charges. The installation of PF correction capacitors that can help move the PF back toward 100% will be considered in the energy audit analysis. Installing power factor (PF) correction capacitors can reduce both ratchet and demand charges (KVA). The reduced current in PF corrected circuits also reduces the resistance energy losses due in wires and transformers. Typically Power Factor is corrected to a minimum of 97% to avoid over sizing capacitors and reducing installation costs. The proper location of PF correction capacitors will be determined by circuit analysis, and savings calculations will be determined by using a rate structure spreadsheet to determine the before and after cases. As stated above, VFDs correct the PF for the applied motors.

ECM-11: Power Demand Limiting

Many electric utilities charge for full or partial annual peak demands via demand ratchets – the current billed demand is the larger of either the actual demand or 85% of the maximum demand from the previous 12 months. Building automation system control logic can be used to limit the simultaneous operation of large electrical loads that may establish a new high demand ratchet for the next year of electric bills. During periods of high demand, the starting of multiple chillers can staggered to hold a pre-established high demand level. Air handling units and outdoor condensers can also be set back during load shed events. Thermal storage or ice storage capacity can also be utilized if incorporated into the project.

ECM-12: Combined Central Plants and Thermal Storage

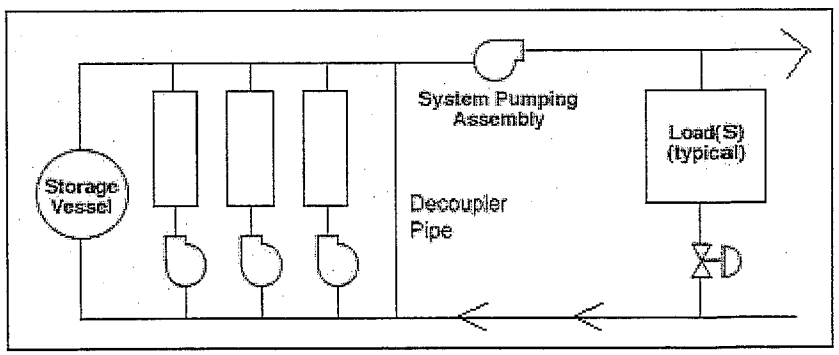
The objective of this ECM will be to connect the City Hall, Engineering and Police buildings chilled water plants. This ECM will reduce the chiller energy consumption by tying the chiller plants together thereby optimizing the loading on the chillers and running the most efficient chiller(s); resetting the chilled water and condenser water set-point temperatures improving the efficiency of the chillers; convert the chiller systems into primary/secondary VFD pumping savings chilled water pumping energy during low cooling loads; and adding a high efficiency chiller to one of the central plants saving additional energy.

As part of this ECM, Honeywell recommends resetting the chiller set-point temperature higher from a constant 45°F to the temperature required to handle the building load. New DDC points will be used for the chilled water and condenser water control. This control strategy will reset the chilled water higher as the load decreases and lower the condenser water as far as the chiller manufacturer allows. The critical AHUs cooling coils will determine the set-point temperature with new discriminator controls. The condenser water temperature will be reset down as available from the cooling towers. The efficiency of chillers increases as the chilled water temperature increases and increase as the condenser water decreases. This is because in order to obtain the lower temperature chilled water with higher temperature condenser water the refrigerant must be compressed at a higher rate, which in turn increases the compressor power requirements and decreases the efficiency of the chiller. There is approximately a 1% increase in efficiency for each degree Fahrenheit increase in the chilled water temperature and a 1% increase in efficiency for each 2 degrees Fahrenheit decrease in the condenser water temperature.

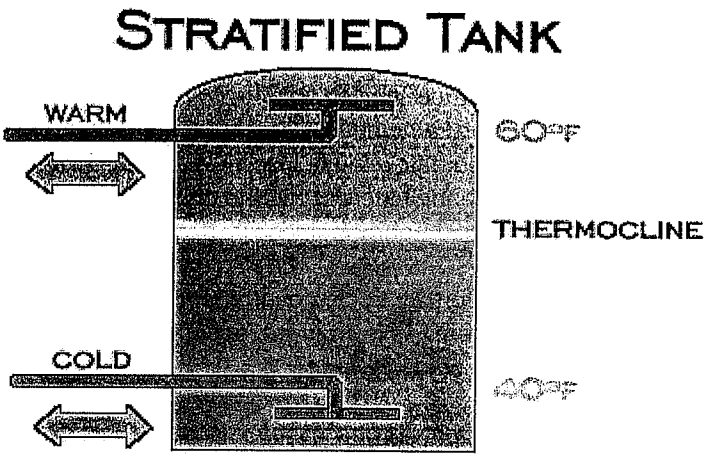
The City of Port St. Lucie government complex is a good candidate to be considered for a thermal storage system. This may be accomplished by either the addition of a stratified chilled water storage tank or ice storage.

A chilled water storage system is really just a simple variation of a decoupled chiller system. Since the same fluid water is used to both store and transfer heat, very few accessories must be added to the system. This gives chilled water storage its principle advantage: It's easy to put in place.

A chilled water thermal storage system uses the sensible heat in a body of water to store BTUs. Simply put, water passing through a chilled water coil warms as it absorbs BTUs from and subsequently cools the surrounding air. Given its specific heat of 1 Btu/lb F, about 10 cu ft of water are required to absorb 12,000 BTUs and provide 1 ton-hour of cooling if the coil successfully raises the water temperature by 20°F.



As shown in this schematic, a decoupled system separates the production and distribution of chilled water. The balance of flow between the constant volume production of chilled water and its variable volume distribution is handled with a bypass pipe commonly called a "decoupler." The decoupler bypasses surplus chilled water when production exceeds distribution and borrows return water when distribution exceeds supply. In effect, the decoupler pipe itself can serve as a chilled water storage tank if its volume is large enough.



Thermal Storage - Chilled Water - Stratified Storage Tanks

Most chilled water storage systems installed today are based on designs that exploit the tendency of warm and cold water to stratify. That is, cold water can be added to or drawn from the bottom of the tank, while warm water is returned to or drawn from the top. Specially engineered diffusers or any array of nozzles assure laminar flow within the tank. This laminar flow is necessary to promote stratification since the respective densities of the 60°F return water and 40 to 42°F supply water are almost identical.

Thermal Storage - Chilled Water Benefits

Chilled water thermal storage systems offer a number of attractive benefits. Because of the decreasing unit cost of the tanks, chilled water storage can be economically attractive in larger systems. These systems also allow the chiller to operate at peak efficiency during the storage cycle. And, since the storage medium chilled is the same fluid that is cooled in the chiller and warmed in the cooling coil, few accessories are required. Note as well, that storing a large volume of water on site can be a valuable asset for fire/life safety systems. In fact, some system designs use sprinkler system water in their design.

The Features of Chilled Water Storage Air-conditioning System

Advantages

- ✓ Economical - Practices prove that chilled water storage technology is an efficient and economical energy conservation technology. The capacity of refrigeration system is chosen based on daily average load. Besides, by using fire pool, current water tank or basement as chilled water storage tank to save cost on building equipments.
- ✓ Practical – It is a system that can be used in conventional chilled water sets as well as reconstruction and extension of it. It could be used to store both cold and heat.
- ✓ Energy saving - The refrigeration efficiency could increase with the lower temperature in the night, along with the full-loading time of the refrigeration sets increase

dramatically. Therefore, the total electricity use of air-conditioning can be reduced by 10-22%.

- ✓ Reasonable - As the standby cold resource, it could strengthen the stability of air-conditioning system and it could lower the noise of equipments by delivering water and wind in low temperature. With Mainframe runs in its high-point and full-loading time increase, the repairing fees are saved.

ECM-13: HVAC Replacements

The objective of this ECM is to reduce energy consumption required to cool the buildings by retrofitting and optimizing several components of the HVAC systems.

Currently, there are constant volume chilled water air handling units serving the Police Building. These units are about 15 years old and near the end of their useful and efficient life. Honeywell anticipates that there are other city buildings with the same condition. Honeywell is proposing to replace these units with new chilled variable air volume chilled water air handling units. We are also proposing to install new variable frequency drives on the fans and DDC controllers with multiple control points and sensors per air handling unit to allow better DDC control and optimization.

Other City buildings are served by DX split system air handling units and packaged DX equipment. Many of these units are older less efficient with SEER ratings of 10-12. Honeywell is proposing to replace the older less efficient units with new 15-18 SEER units. These higher efficiency units will provide excellent energy savings.

ECM-14: Retro-commissioning

The objective of this ECM is to optimize performance of existing systems as well as ensure energy retrofits deliver the guaranteed savings and those savings are sustained for the life of the facility.

If equipment and systems are installed and operated according to their original design intent, commissioning and retro-commissioning would not be necessary. However, these efforts have proven to be able to improve energy efficiency and occupant comfort in aging systems. Retro-commissioning for aging systems can result in measurable improvements in energy efficiency. Using benchmark data and a simple audit of the facility, Honeywell determines if the facility is likely to be a candidate for retro-commissioning. Potential energy savings can be estimated by determining the actual energy intensity from historical utility data, and comparing the result to an achievable intensity based on the building type, equipment, and usage.

Commissioning and/or retro-commissioning is the systematic process of reviewing and testing the design and construction elements of a project to verify compliance to original concept goals and objectives. A successful effort requires in-depth knowledge of building system design. Honeywell electrical and mechanical engineers are experienced in the industry and understand

the operation of building systems. Commissioning is an integral part of Honeywell's M&V process. Therefore our experience in commissioning is also extensive. During the retro-commissioning analysis, our engineers quickly identify system inefficiencies and develop plans for quantifying and correcting the deficiencies.

Commissioning is a continuous process; therefore Honeywell develops a long term plan to ensure the initial commissioning activities will be long lasting. Key factors to review include indoor environmental conditions, system performance parameters, and equipment runtimes. The utility data is reviewed for any indicators of change in system performance or operation. Honeywell sets the EMS to automatically alert the appropriate personnel in the case of a significant change in utility consumption of a building which could indicate an equipment malfunction or inappropriate operation of the building. During the routine review, factors that are outside the expected values indicate that part or all of a building needs to be re-commissioned.

Honeywell has a dedicated monitoring facility, the Global Service Response Center (GSRC), to which client facilities can be connected providing around-the-clock data collection. Our monitoring incorporates commissioning strategies as an integral part of the M&V reporting process by gathering pertinent operating data, reviewing the data relative to known parameters, and reporting major operational deviations. Remote monitoring often identifies additional savings opportunities. We have developed real time performance monitoring equipment integral to HVAC equipment to provide remote automatic commissioning capability. Honeywell, in coordination with an owner's engineering and maintenance team, can document the entire process, and measure and report building performance and utility consumption. These are important steps in achieving LEED for Existing Building certification.

ECM-15: Controls Upgrades, Building Management System, Advanced Sequencing

The buildings which were observed during the initial walkthroughs have a variety of existing controls systems. Each of the buildings appears to have its own stand alone DDC front end computer. Some of the buildings were observed to have pneumatic controls, while the Engineering Building utilizes a more modern DDC system.

The objective of this ECM is to create a single point of control for the majority of the City's buildings which will also be expandable for future addition of buildings. This single point of control will allow for much better control and optimization of all buildings' systems as well as reduced maintenance cost as all of the buildings can be monitored from one point, either at a central station or remotely.

Since it is desirable to monitor and control all building systems operations from one, or several, selected locations the recommend controls upgrades for all sites would be an internet (TCP/IP) based system that would reside on the customer's LAN and would be accessible from any PC, anywhere. This will allow quick and easy access to the control system, is easily expandable, and provides the necessary intrusion security. Honeywell systems use "Standards," meaning that we have pre-written and engineered software for over 100 control strategies, which lowers cost

and makes replacement fast and easy. However, our controllers are fully programmable so we can do just about any control strategy that our customers would like to have.

The following is a list of example optimizations which can be performed once the Honeywell BAS and EMCS are installed. This is not an all inclusive list as numerous additional sequences will be explored during solution development. In order to maximize the customer's existing facility infrastructure, Honeywell proposes to evaluate and implement strategy changes and expansion while utilizing as many of the existing hardware points as possible.

- Demand Control Ventilation – by utilizing CO2 sensors to determine the appropriate amount of fresh air intake, substantial savings could be realized.
- Variable Speed controls for both Variable Air Volume and constant volume air handling units.
- Supply air temperature and fan static reset sequences for new and existing air handling units.
- Energy Manager installation with Advanced Metering and Sub-metering – by connecting the EMCS system to utility data using advanced meters, several tasks for energy conservation would be available.
- Nighttime set-back and space Initiated Override – by installing override switches in the occupied spaces, energy savings can be achieved while maintaining occupant comfort. Honeywell will confirm, during the Investment Grade Audit, the need for space Initiated Override.
- Zone Occupancy Sensors– With the wide range of activities and occupant density during the daytime hours, equipment can be reset when the system is in the daytime occupied mode, but occupants are not present in the various rooms or zones.

Honeywell will incorporate control algorithms in order to maintain a precise and reliable control of all the operation parameters related to air flow control, enthalpy control, ventilation control, temperature, humidity and indoor air quality. In order to achieve this ECM some of the strategies that will be considered will be: Fan Set point, Ventilation reset, and Temperature Reset. The Fan set point optimization method is a method to reduce operating pressure within an air handling system. With this method the set point of the fan pressure is modified to ensure that the critical zone damper. Ventilation reset is related to the proper monitoring of the ventilation requirements in accordance to the exiting occupancy patterns. A recommended strategy for the buildings is to use a nighttime reset since the base occupancy of the building is predictable and therefore the ventilation can be lowered after a certain time during the week. In order to determine properly the savings and cost associated with this ECM it is necessary to analyze the existing parameters of the HVAC systems. A complete analysis of the HVAC control system will be evaluated thoroughly in order to determine properly the costs and savings associated.

ECM-16: 3-Way to 2-Way Chilled Water Valve Conversions

Currently the City Hall, Engineering, Police, and Community Center buildings all have air handling unit coils that utilize 3-way control valves with constant volume pumping of chilled water throughout the buildings. Honeywell anticipates that other buildings within the City have this condition as well. In this arrangement, as the cooling load required by each air handling unit decreases, the valve would normally bypass flow around the coil. Even though less water is required, the same amount of pumping energy is being consumed because of the constant volume with 3-way valve arrangement.

Honeywell proposes replacing all existing 3-way chilled water valves with 2-way chilled water valves. The 2-way valves will close as the call for cooling at each air handling unit decreases. This allows for less pumping energy to be uses by the pumps as only the amount of water required is pumped throughout the buildings. In order to adjust to this variable flow, the central plants will need to be converted to either a variable primary pumping solution or traditional primary/secondary pumping arrangement.

To convert to a variable primary arrangement, variable frequency drives will be installed on the existing primary chilled water pumps. A bypass pipe and 2-way control valve will be installed at the central plant to allow water to bypass in order to maintain the minimum flow required through the chillers per manufacturers recommendations.

To convert to a primary/secondary arrangement, the existing chilled water pumps would be removed and two sets of smaller pumps would be added. One set would be pumps dedicated to pumping the required flow through the chillers. The second set of pumps would have variable frequency drives and distribute only the necessary flow required to meet the building loads.

Honeywell has done a preliminary analysis of both of these arrangements and is currently recommending converting to variable primary flow. These options will both be further evaluated during the Investment Grade Audit.

ECM-17: CO2 Demand Controlled Ventilation (DCV)

Ventilation air for occupied buildings is required by ASHRAE Standard 62.1-2007 and all building codes because indoor air quality is very important to occupant health and comfort. However, ventilation air is also a major component of the heating and cooling energy required by the HVAC systems. The quantity of ventilation air can be controlled by outside air dampers or fan speed to provide just what is required to meet ventilation standards for the actual number of building occupants, hence reducing energy consumed. The controlling parameter is the measured amount of CO2 in air returning form the occupied space as compared to the outside level of CO2.

Honeywell will consider the cost effectiveness of adding CO2 DCV to building air handling systems. The amount of ventilation air can be reduced in most cases because building have less than full occupancy, but CO2 DCV automatically provides compliant ventilation rates to satisfy full occupancy.

ECM-18: Fan and Pump Variable Frequency Drives (VFD) / High Efficiency Motors

VFDs that allow air handler unit fan and water pump motors to operate at variable speed according to controlled operating sequences are a proven method for reducing the use of energy. Most air handler fans operating at constant speed were designed to deliver airflow sufficient to meet maximum hot weather loads. This airflow is usually excessive for the load on mild days and could be reduced if the fan were able to operate at a variable speed. Fan laws state that fan power is proportional to the cube of fan speed. This means, for example, that a VFD controlled fan operating at 80% speed will supply 80% airflow while using only 52% power. At 60% speed the fan uses only 22% power. The same speed to power relationship applies to water pumps. Constant speed water pumps usually over-pump the hydronic system, forcing water to be throttled by balance valves or to flow around coils without doing any useful heating or cooling. VFD controlled pumps can operate at the lowest speed necessary to produce the required cooling or heating result, and energy savings are usually substantial.

Another advantage of VFDs is their ability to correct the lagging power factor of motors. Electric rate schedules charge for demand based on kVA not kW, so a lagging power factor increased the demand charge and also increases the amount of kWh in the first, higher cost, energy step. The VFD has an excellent 95% power factor and eliminates the need for adding power factor correction capacitors to the motors with VFDs.

When a VFD is installed on a motor, it is important to also replace any standard efficiency motors with high efficient. The reason is two fold. First, because older standard efficiency motors are not compatible with VFDs and may burn out. Secondly, premium efficiency motors can operate upwards of 92%, whereas standard efficiency motors may only operate at 75%-88%.

ECM-19: Vending Misers

The objective of this ECM is to reduce electrical energy consumption by vending machines which are operating 24 hours a day, seven days a week while the buildings are not operating.

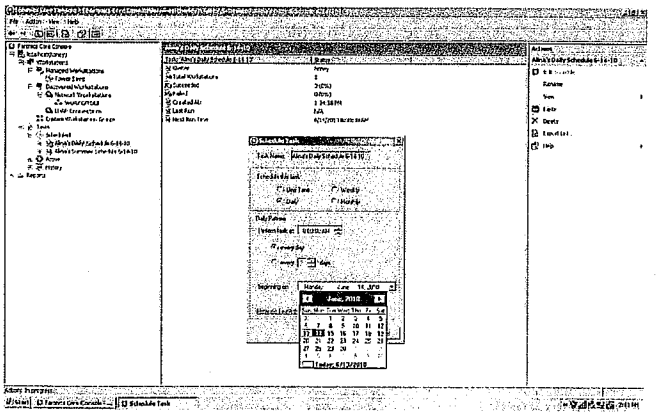
Typically, vending machines including cooled beverage dispensers and non-cooled, but lighted snack machines operate 24 hours a day, seven days a week even though a building is not occupied. The vending miser hardware which consists of an integrated plug/controller and occupancy sensor has the capability to turn lights off when no occupants are present as well as reduce cooling consumption during off hours without spoiling perishable items. This simple and easy to install ECM can save thousands per year with a rapid payback.

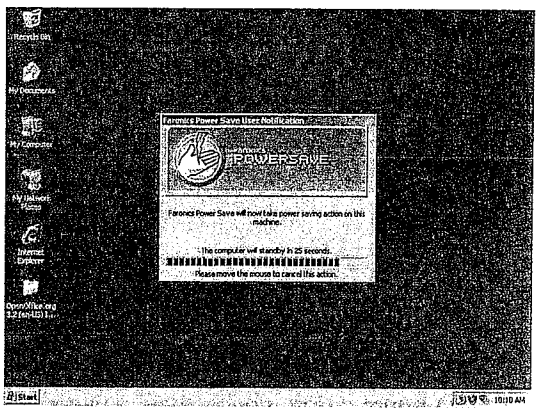
ECM-20: Automated Computer Power Management

The objective of this ECM is to reduce overall electrical consumption for all buildings by automatically shutting down all PCs on a set schedule during off hours or by time delay. Computers require between 100 and 200 watts to remain in operation. 110 watts is required for the computer and 90 watts for the monitor; less if the monitor is a LCD. If left on 24 hours a day, 7 days a week for one year, a computer will consume 1752 kilowatt hours of electricity, or approximately $330 per computer. By installing computer optimization software, each computer will operate only when necessary reducing energy consumption.

Computer optimization software provides computer energy management that does not interfere with user or IT needs. The software keeps computers running when users need them, accurately determines when computers are inactive so they can be powered down, and can provide thorough network-wide power consumption and savings. The software is installed from the network and is pushed out to all users at one time, thus minimizing IT labor and improving management of computers.

Software Screen Shots:





ECM-21: Green Print

The objective of this ECM is to reduce overall printing expenses by eliminating unwanted pages from print jobs and reducing the quantity of expensive printer ink used.

Printing Statistics:

- An average worker prints 10,000 pages a year, 1,700 of which are unwanted.
- 1 tree is cut down for every 17 reams of paper manufactured.
- Printer ink is one of the most expensive liquids on the planet – roughly $10,000 per gallon.
- The average worker creates $600-$1300 in printing costs annually.
- 56% of people over 45 print as a way or archiving.
- Production of 1 ton of copy paper uses 11,134 kWh, what a household uses in a year.
- Making one single sheet of copy paper creates over 13oz. of waste water.

GreenPrint Enterprise

Honeywell will engage GreenPrint Enterprise to install their software onto all the building occupants' computers. This software is interactive and makes it easier to only print what's needed.

The software identifies and eliminates unwanted pages before they are sent to the printer, reducing paper, ink, toner, and energy consumption. Historically, organizations save 17-25% of total enterprise printing expense which equates to over $100 per user per year. GreenPrint is easy to deploy and requires little active IT management. It also will allow your organization to have a meaningful and quantifiable impact on the environment.

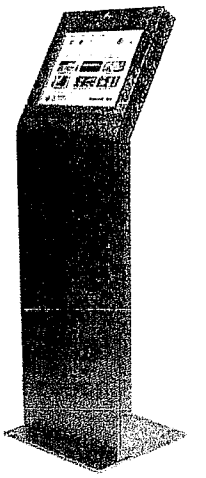
Reports

In a typical work environment it is hard to quantify the waste in printing operations. Why is this waste occurring? Is accounting printing emails to the expensive color laser printer? Is someone in marketing printing the equivalent of a PhD thesis daily? What is the real cost in terms of money, resources, time and environmental impact? These are all questions that GreenPrint Enterprise Reports provide answers to, as well as a powerful suite of tools to eliminate them.

ECM-22: Energy Awareness System

Windows on the World (WOW)

One important factor of a sustainable program is to create educational awareness to all occupants and visitors in a building. One way to perform this awareness is to install an educational interface system that provides updated information to all occupants. For this purpose Honeywell is recommending an educational kiosk known as Windows of the World. Powersmiths Windows on the World™ (WOW) is a sustainability management system that provides energy management and interactive sustainability education.



WOW accesses data gathered by the building's meters and consolidates it onto one convenient platform. Data can be acquired from virtually all meters including Powersmiths Cyberhawk electricity meters, third party electrical meters and pulse measured meters such as gas and water meters. By consolidating energy and other resource input data onto one platform, WOW streamlines energy management programs. WOW can also provide a wealth of real-time and historic resource consumption data in support of sustainability education.
Incorporated decision support tools in WOW allow users to track the performance of multiple building systems against user defined benchmarks providing effective oversight and on-going accountability of installed building systems.

WOW delivers sustainability education through colorful intuitive Web pages that can be customized to showcase and explain a building's high performance features. Displayed on kiosk style touch screen displays and over the Web, WOW invites building occupants and visitors to learn how the building has been designed to conserve resources, preserve the natural environment and capture renewable energy. Interactive features and colorful graphs and gauges present daily weekly and monthly resource consumption data and compare and translate energy savings into tangible environmental benefits. WOW supports efforts to use buildings as a learning laboratory.

Because buildings consume more than one third of the nation's energy and water resources, reducing their environmental footprint can play a significant role in reaching sustainability and climate goals. Leadership in Energy and Environmental Design (LEED) is a voluntary, building rating system that provides a framework and guidance on sustainable design, construction and maintenance practices for built structures. This system may contribute to earning LEED points under the following credit areas:

Energy and Atmosphere

- Optimizing Energy Efficiency
- Fundamental Building Commissioning
- Measurement and Verification

Innovation in Design

- Building as a teaching tool

ECM-23: Greenhouse Gas Emissions Inventory

Honeywell's comprehensive services can include a greenhouse gas emissions inventory -- an accounting of the amounts and sources of emissions of greenhouse gases or eCO_2 attributed to the existence and operations of an institution. The completion of such an inventory provides an essential foundation for focused, effective outreach on the issue of climate change and the basis for institutional action to address the concern. It is the crucial first step toward comprehensive climate action efforts on the road to carbon neutrality.

Analyzing and presenting the results of your inventory provides an important opportunity to move forward in the larger process of emissions reduction and climate action. Honeywell's report informs all stakeholders about the climate impact of your organization and provides a map of implementing measures that reduce greenhouse gas emissions and help City of Port St. Lucie develop an Environmental Sustainable Policy action plan.

Honeywell can help City of Port St. Lucie in implementing their Environmental Sustainable Policy and measure and track your carbon footprint and your progress toward carbon neutrality by implementing programs and projects that will have a positive impact on the environment through the measurement of energy consumption throughout your entire enterprise. To complement our energy and renewable services developed for City of Port St. Lucie, Honeywell offers a number of additional services to help leverage the "Power of Sustainability", including the following:

- eCO_2 Footprint Onsite Workshop
- eCO_2 Emissions Inventory Services
- Utility Bill Management and Analysis
- Environmental Sustainability Awareness Platform

Renewable Energy

"Renewable Energy Scorecard"
To supplement the Renewable expertise of the core engineering team, we have established a focused, internal Renewable Technologies Team whose primary responsibility is to keep abreast of emerging technologies, assess their applicability for our customers and then assist the local engineering team in using these technologies to develop the best solution for each customer.

Honeywell has developed a **"Renewable Energy Scorecard"** specifically addressing the local conditions at a customer site. This evaluation accounts for average weather conditions such as wind speed and solar intensity, fuel availability, local power and fuel costs, rebates and other incentives available for that site. The report identifies the cost effectiveness of biomass, solar, wind and geothermal technologies for that customer showing paybacks for each technology and analyzing project potential. The Renewable Energy Scorecard for Port St. Lucie will be used to help identify renewable energy opportunities.

We have provided a customized Honeywell Renewable Energy Scorecard™ for the City of Port St. Lucie on the following pages.

A brief review of the Scorecard indicates some directions of approach for Port St. Lucie. Wind, Solar photovoltaics and solar thermal are the most economically feasible renewable technologies. If Honeywell is selected as the Performance Contracting partner, these opportunities can be investigated.

Additional Information:
robert.hartman@honeywell.com
Michael.Kempa@Honeywell.com

Renewable Energy Scorecard For:

St. Lucie County, Florida

Honeywell

St. Lucie, Florida

Energy: Conventional

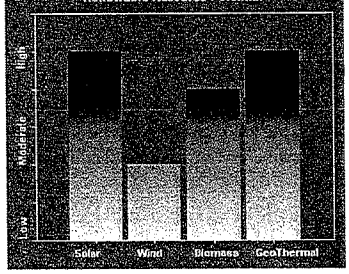
Electric	$95.40 MWh
Gas	$10.87 MMBTU
Oil	$19.81 MMBTU

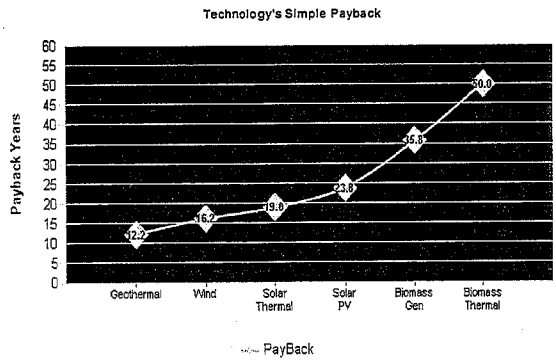
Local Attributes

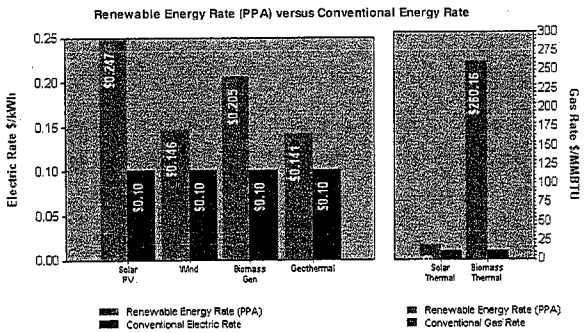
Heating Degree Days	57 HDD °F
Cooling Degree Days	4,307 CDD °F
Ave. Air Temp.	75.8 °F
State Rebates	Limited
Federal Rebates	YES

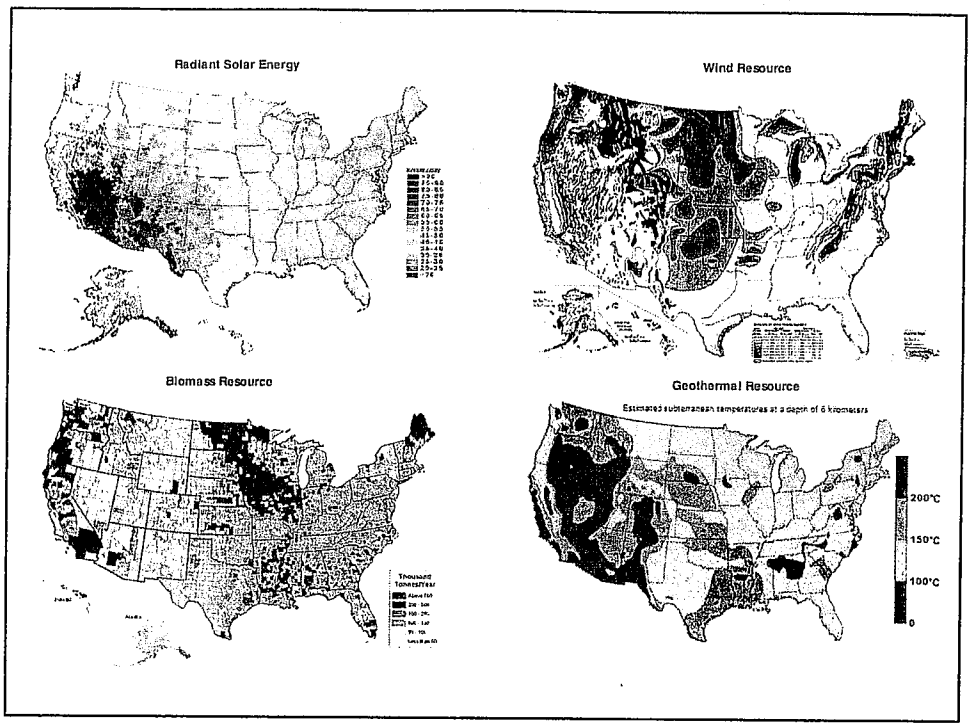
Energy: Renewable

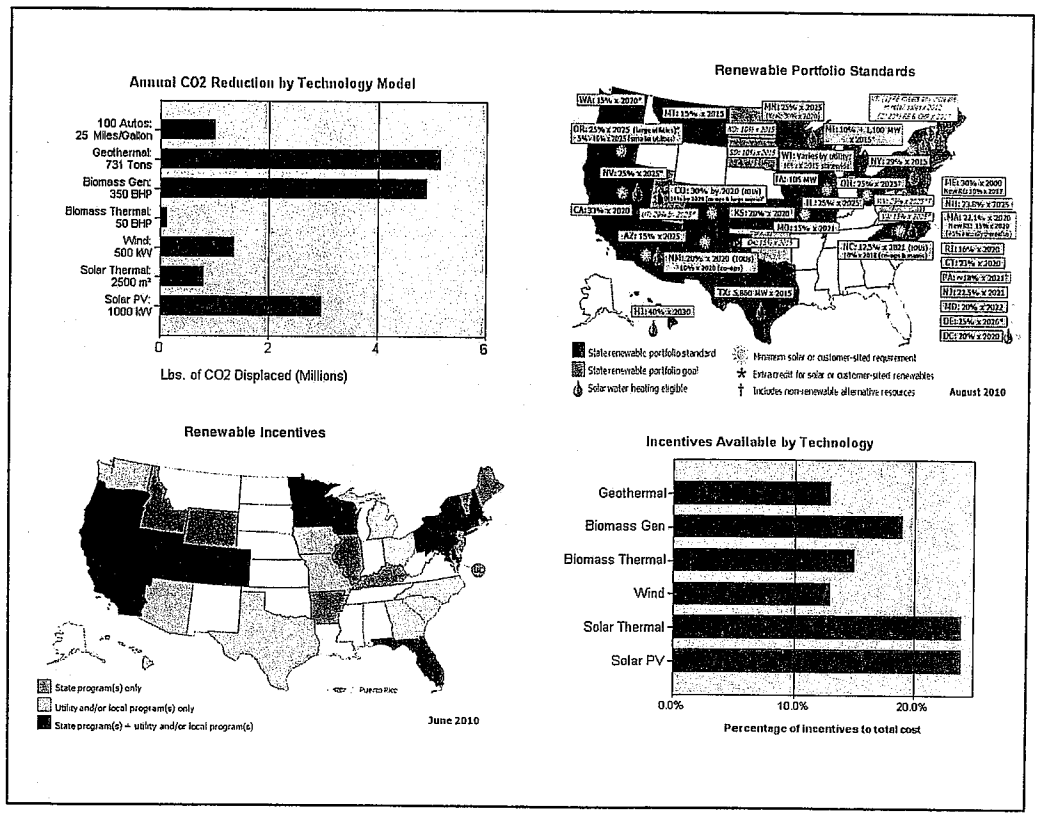
Wind	5.2 Meters / Second
Biomass	80.5 Tons / Mile²
Solar	5.5 Daily kWh / Meter²
Geothermal	25.2 Mean Earth °C



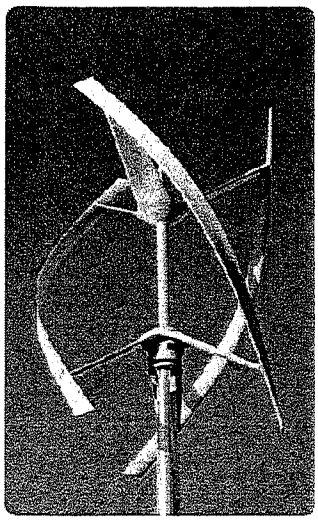





Radiant Solar Energy
Wind Resource
Biomass Resource
Geothermal Resource
200°C
150°C
100°C
0


Annual CO2 Reduction by Technology Model
100 Autos: 25 Miles/Gallon
Geothermal: 731 Tons
Biomass Gen: 350 BHP
Biomass Thermal: 50 BHP
Wind: 500 kW
Solar Thermal: 2500 m²
Solar PV: 1000 kW
0
2
4
6
Lbs. of CO2 Displaced (Millions)
Renewable Portfolio Standards
State renewable portfolio standard
State renewable portfolio goal
Solar water heating eligible
Minimum solar or customer-sited requirement
Extra credit for solar or customer-sited renewables
Includes non-renewable alternative resources
August 2010
Renewable Incentives
State program(s) only
Utility and/or local program(s) only
State program(s) + utility and/or local program(s)
June 2010
Incentives Available by Technology
Geothermal
Biomass Gen
Biomass Thermal
Wind
Solar Thermal
Solar PV
0.0%
10.0%
20.0%
Percentage of incentives to total cost

Wind Power Generation



Wind renewable systems are increasing in popularity due to the emergence of new technology which makes them more economically feasible. The development of more efficient turbines which can operate at a smaller scale (size and height) are making wind systems a reliable and robust renewable solution. In the case of considering a wind power generation solution for the City of Port St. Lucie, small scale vertical axis wind turbines are a viable option to consider.

The objective of this measure is to utilize vertical axis wind turbines to generate a portion of the electrical power required for a particular building. The objective is not only to harness the energy provided by the wind to lower the utility expense, but also to showcase the Turbines in a highly visible location to the public to demonstrate the City's commitment to renewable energy technologies.

The scope of this ECM will be to utilize vertical axis wind turbines to supplement the power supply to the building. The advantages of a vertical axis turbine over a traditional horizontal axis turbine are: improved functionality at low and turbulent wind speeds, multidirectional usage, quite operation, minimal maintenance, and aesthetically pleasing.

The intent of this ECM is to produce energy on site that will be used to offset existing energy usage. Thus, the projected energy use will simply be the baseline energy consumption less the amount of energy provided by the turbines. While there will be an impact on demand from the proposed installation of the turbines, this impact may not result in any lowering of the billed demand at the site. Consequently, only energy savings (kWh) will be considered as available savings. Furthermore, the quantity of wind generation to be recommended for this project is dependent upon the City's motivation to install renewables in conjunction with the City's goals for an overall performance contract payback. Due to the anticipated payback for a wind system, about 15-20 years, the size and scope of the solution will be dependent upon how it impacts the total project payback of the other ECMs and the City's goals. Honeywell will work with the City during the Investment Grade Audit and Solution Development phases to help determine the best value proposition.

Solar Photovoltaics and Solar Thermal

Solar renewable systems are one of the most popular systems to be installed in any facilities. The development of more efficient panels as well as inverters has made solar systems a reliable and robust renewable solution. In the case of considering a solar solution for the City of Port St. Lucie, solar photovoltaics (PV) panels and solar thermal water heating are viable options.

The intent of this ECM is to produce energy on site that will be used to offset existing energy usage. Thus, the projected energy use will simply be the baseline energy consumption less the amount of energy provided by the PV array. While there will be an impact on demand from the proposed installation of the PV array, this impact may not result in any lowering of the billed demand at the site. Consequently, only energy savings (kWh) will be considered as available savings. Furthermore, the quantity of solar generation to be recommended for this project is dependent upon the City's motivation to install renewables in conjunction with the City's goals for an overall performance contract payback. Due to the long anticipated payback for a solar system, about 20 years, the size and scope of the solar solution will be dependent upon how it impacts the total project payback of the other ECMs and the City's goals. Honeywell will work with the City during the Investment Grade Audit and Solution Development phases to help determine the best value proposition.

The PV panels have an expected life of 40 years and the inverters have an expected life service of fifteen (15) years. Planned service interruptions for this ECM may include the necessity to de-energize a small section of the facilities, while the PV arrays are connected to the existing electrical infrastructure. Any planned interruption of this nature will be of short duration and will be performed at such a time as to minimize the impact to the mission of the site. When a utility interruption is necessary, Honeywell will contact Port St. Lucie at least fourteen (14) days in advance.

VII. Location of the Firm/Office/Staff

Worldwide, Honeywell operates from 500 locations in over 100 countries. With 121 of these offices located in the U.S., Honeywell has the resources of a regional-based energy services team, with a vast number of field support personnel and division office locations providing a multitude of services across North America. These Honeywell locations are well aligned with and ready to provide services to Port St. Lucie.

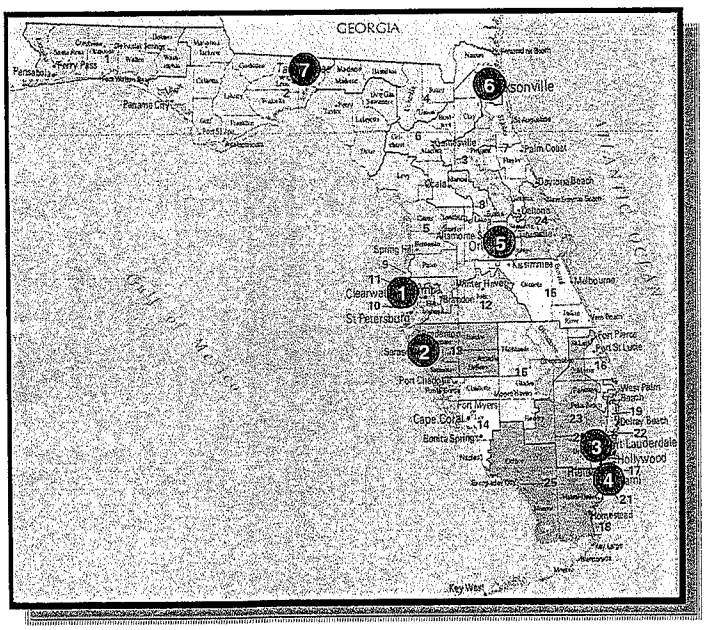
Honeywell's State of Florida Quick Facts

Number of Employees:	**2,783**
Branch Office Locations	**20**
Total Payroll	**$ 155,684,211**
Purchases & Contracts To State Suppliers	**$ 323,561,952**

Honeywell has been in business in Florida for well over 50 years, and more importantly, have been successfully implementing Energy Performance Contracts similar to those requested by City of Port St. Lucie since the early 1980's – totaling over 30 years of Energy Performance Contracting experience in Florida.

We maintain 20 branch office locations in Florida, with nearly 2,800 employees who live and work in the State. As highlighted in the graphic to the right, Honeywell's seven major Florida branch offices are located in the following metropolitan areas:

1) Clearwater
2) Sarasota
3) Miramar
4) Miami
5) Orlando
6) Jacksonville
7) Tallahassee



Development, Installation and Service support for this project will be deployed and managed from our **Miramar** office (139 employees) and local team. Other resources will be utilized as required from our Miami and Orlando branch offices.

Leadership in Meter Services

ELECTRIC & GAS AMR

Customer	# Meters
Tallahassee, FL	130,000
JEA – FL	380,000
Progress Energy	1,200,000
FP&L	4,300,000
KCP&L – KS	208,000
Oklahoma Natural Gas	35,000
Xcel (Gas Battery) – MN	200,000
Austin Energy – TX	102,000
NSTAR	160,000
LaClede	650,000
CSU	371,000

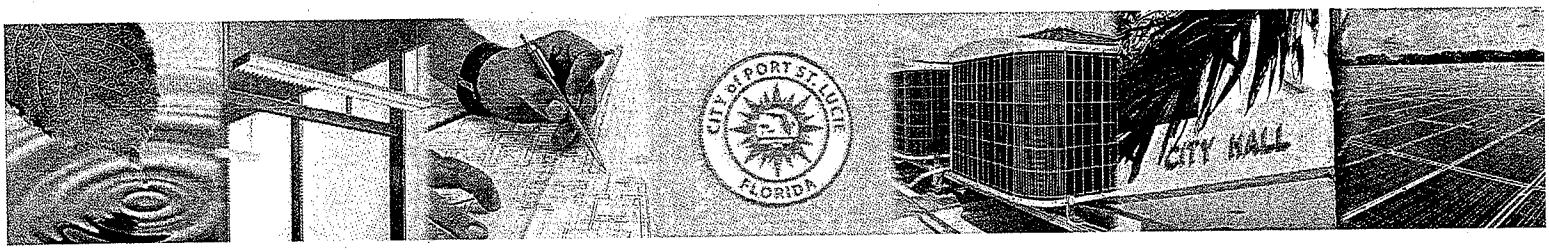
Water AMR

Customer	# Meters
Tallahassee, FL	87,000
JEA - FL	240,000
Akron, OH	78,500
August, GA	7,000
Rowlett, TX	19,000
Boston, MA	88,000
Houston, TX	80,000
Elizabeth, NJ	10,000
Aquasource – TX	10,000
Ada, OK	9,300
Muskogee, OK	16,000

Energy Performance Savings Contract

City of Port St. Lucie 2011 Energy Audit

Letter of Interest #20110058



Submitted by:

FPL Services, LLC

June 17, 2011 at 3:30 p.m.

ORIGINAL

FPL Services

Where proven meets possible™

City of Port St. Lucie 2011 Energy Audit
Response to Letter of Interest #20110058

Presented To:
City of Port St. Lucie
Attn: Cheryl Shanaberger
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Submitted by:

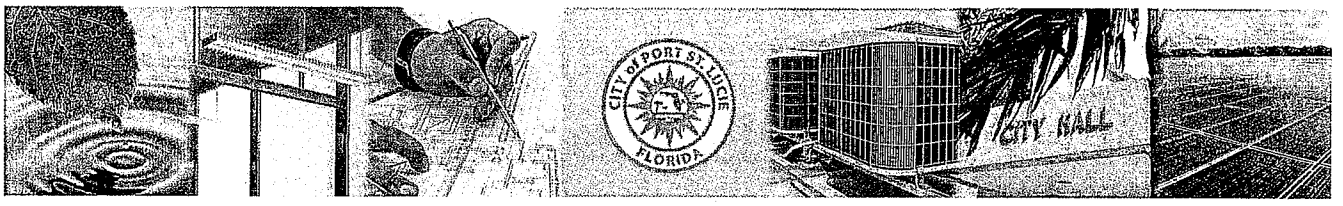
FPL Services
Where proven meets possible™

6001 Village Blvd.
West Palm Beach, FL 33407

Gregory T. Hanlon, Vice President and General Manager

6/14/11
Date

Due: June 17, 2011 at 3:30 p.m.



This proposal or quotation includes data that shall not be disclosed outside of the City and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the City shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in this data if it is obtained from other sources without restriction. The data subject to this restriction are contained in this entire proposal, unless otherwise stated in writing by FPLS.

Point of contact for any questions regarding this proposal:

Chris Keldie
Sales Consultant
FPL Services, LLC
6001 Village Blvd.
West Palm Beach, FL 33407
Office: (561) 681-3053
Mobile: (561) 379-5128
E-mail: chris.keldie@fpl.com

6001 Village Blvd., West Palm Beach, FL 33407

FPL Services
Where proven meets possible

June 17, 2011

City of Port St. Lucie
Office of Managment and Budget
Attn: Cheryl Shanaberger
LOI #20110058

Dear Mrs. Shanaberger:

FPL Services, LLC (FPLS) is pleased to submit the enclosed response to LOI #20110058 for Energy Auditing Services. We are pleased the City of Port St. Lucie (the City) is considering FPLS for this important energy conservation project.

Having successfully completed numerous energy auditing and implementation projects for municipalities like the City, FPLS understands the unique operational and energy needs of the City. We will work closely with you to identify, audit, design, develop and potentially construct energy efficiency solutions and renewable energy systems that will enable Port St. Lucie to reduce its energy costs and greenhouse emissions.

I have enclosed information on FPLS' energy auditing services that demonstrates the level of expertise and detail that our energy experts will provide you.

We are confident in our ability to successfully execute your energy auditing needs and future implementation projects. We offer the City:

- A long-standing proven track record and meticulous energy audits backed by a savings guarantee – in over 20 years, we have never missed a savings guarantee
- Significant experience with city and county facilities as demonstrated by the projects outlined in our response
- Commitment to customer service and a customer satisfaction rating of over 92%
- Unique energy expertise and engineering practices

Thank you for your time and continued consideration. We look forward to being selected as your partner on this important energy project.

Sincerely,

Chris Keldie
Sales Consultant
FPL Services, LLC
6001 Village Blvd.
West Palm Beach, FL 33407
Office: (561) 681-3053
Mobile: (561) 379-5128
E-mail: chris.keldie@fpl.com

ACKNOWLEDGEMENT OF ADDENDA

FPLS acknowledges receipt of the following addenda to City of Port St. Lucie Bid #20110058.

Addendum #	Release Date
Bid Addendum #1	May 26, 2011
Bid Addendum #2	June 8, 2011

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A. EXPERIENCE ON SIMILAR PROJECTS

FPL Services, LLC (FPLS) is an Energy Services Company (ESCO) with a distinguished record of achievement in developing energy efficiency solutions for more than 20 years for state, municipal and federal customers. Our expertise includes various elements of energy engineering and energy efficiency, from traditional energy conservation measures (ECMs) to more advanced ECMs, including renewable energy. Our background in analyzing and applying electric, gas and water rate structures enables our customers to achieve maximum savings. Additionally, FPLS has significant expertise and experience in identifying and securing funding for our clients that improve cash flow and return on investment.

FPLS recognizes the complex nature of energy auditing and project implementation, and the importance of a thorough analysis and design process. The Engineering Design phase is the most important process in a guarantee performance contract. FPLS has developed a multi-step process to ensure the City meets or exceeds energy savings projections.

Our team will work closely and collaboratively with the City to develop a Performance Energy Audit that meets the needs of the City. FPLS has performed hundreds of energy audits as well as implemented millions of dollars in design work, project development and construction, for a diverse range of clients, including St. Lucie County. The following table provides a sample of our performance contract projects for municipal customers similar to the City, such as local governments and state agencies. Immediately following this table are detailed project summaries on four projects completed in the state of Florida.

Project	Customer Type	ECM Description	Most Recent Annual Performance Period Savings	Project-to-Date Savings
St. Lucie County	County Govt.	Water Conservation	$205,297	$599,968
Martin County	County Govt.	Lighting, Water Conservation, HVAC, Electric-Gas Hot Water Conversion, Rate Change	$335,370	$993,055
Sarasota County	County Govt.	Water Conservation, Thermal energy storage, Heat recovery, Generator	$210,878	$376,454
City of Sarasota	City Govt.	Lighting, Water Conservation, LED Traffic Signals, VFDs, Generator, Rate Change	$251,160	$1,295,186
Florida Dept. of Corrections Phase 1	State Govt.	Lighting, Water Conservation, HVAC, Electric-Gas, Hot Water Conversion, Rate Change, Waste Management	$1,074,132	$3,925,000

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Project	Customer Type	ECM Description	Most Recent Annual Performance Period Savings	Project-to-Date Savings
Florida Dept. of Corrections Phase 2	State Govt.	Lighting, Water Conservation, Steam-Hot Water Boiler Conversions, Water Controls, Rate Change	$1,517,579	$1,517,579
Volusia County	County Govt.	Lighting, Water Conservation, HVAC Controls	$374,289	$1,757,763
Seminole County	County Govt.	Central chiller plant (500 tons)	$176,154	$933,867
St. Johns County Phases 1 and 2	County Govt.	Lighting, Water Conservation, HVAC Controls, Rate Change	$177,712	$834,571
Indian River County Phase 1	County Govt.	Lighting, Water Conservation	$101,724	$101,724
Miami-Dade GSA Gerstein Pre-Trial	County Govt.	Chiller Replacements, VFDs, Chiller Decommissioning	$325,128	$593,612
Miami-Dade GSA Corrections	County Govt.	Lighting, Water Conservation, Hot Water Improvements, Washer/Dryer Upgrades, Waste Management, Rate Change	$765,634	$5,746,905
Miami-Dade GSA Downtown Loop	County Govt.	Chilled water loop modifications, VFDs, Pump Replacements	$593,268	$1,054,900
Miami-Dade GSA/MIA 4,000 Ton Chiller	County Govt.	Chiller Replacement	$1,041,947	$4,041,704
Miami-Dade GSA Phase 1	County Govt.	Lighting, Water Conservation, Chiller Replacement	$67,443	$578,573
Miami-Dade GSA Phase 2	County Govt.	Lighting, Water Conservation, Generator, Chiller Replacement, Motor Replacement, Rate Change	$150,140	$1,318,527

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Project	Customer Type	ECM Description	Most Recent Annual Performance Period Savings	Project-to-Date Savings
Miami-Dade GSA Phase 3	County Govt.	Lighting, Water Conservation	$292,398	$2,190,053
Miami-Dade GSA Gerstein 13 Buildings	County Govt.	Lighting, Cooling Tower Replacement	$195,788	$1,128,810
Miami-Dade GSA/MIA Building 25/100	County Govt.	Lighting, Water Conservation, Chiller Plant Retrofit, AHU Replacement, Controls, Irrigation	$628,856	$2,799,301
Miami International Airport Phase 1	County Govt.	Terminal wide lighting, HVAC, HVAC Controls	$1,605,563	$1,605,563

Note: FPL Services, LLC operates as FPL Energy Services, Inc. outside the FPL service territory.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

DETAILED PROJECT SUMMARIES				
Project Name and Location	**City of Sarasota Sarasota, FL**	**Indian River County -Phase 1 Vero Beach, Florida**	**Martin County Jail Stuart, FL**	**Lee County School District – Phase 1 Lee County, FL**
Facility Information	Office Buildings and Water Treatment Plants 75,009 sq ft	5 Buildings - Courthouse, Sheriff's Office, Libraries, etc.	11 Buildings 161,597 sq ft	38 Schools 69 Buildings 1,675,647 sq ft
Summary of ECMs Installed	• Lighting Retrofit • Variable Speed • Drives • Water Conservation • Traffic Signals • Diesel Engines	• Lighting Retrofit • Occupancy Sensors • Low Flow Water Conservation • HVAC	• Domestic Water Control Systems • Low Flow Water Fixtures • Lighting Upgrades • Air Handling Units • Electric Water Heating to Gas Water Heating Conversion • Water Heating Consumption Reduction	• Control/Motion Sensors • Ballasts • Lamps • New/Replacement Chillers • Low Flow Toilets/Urinals • Low Flow Showers/Faucets • Vending/Ice Machines • Metering/Billing Systems
Project Dollar Amount (installed project costs)	$1,749,591	$839,935	$2,396,022	$3,629,126
Financed Project Cost	$2,195,977	Not applicable – customer funded	$3,149,578	$4,414,770
Source of Project Financing	Third Party Financing	Self Funded	Third Party Financing	Third Party Financing
Construction Start and End Dates	2004-2005	2009-2010	2007-2007	2006-2007
Guarantee Period Start & End Dates	2005-2015	2011-2021	2007-2017	2007-2017
Project completed on schedule?	Completed on schedule	Completed on schedule	Completed on schedule	Completed on schedule
Dollar Value of Guaranteed Annual Energy Savings	$144,418	$91,251	$319,111	$450,167
Dollar Value and Type of Annual Operational Cost Savings (e.g., outside maintenance contracts, material savings, etc.)	$92,338	$5,649	$5,138	$80,054

Note: FPL Services, LLC operates as FPL Energy Services, Inc. outside the FPL service territory.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

B. EXPERIENCE WITHIN THE CITY

As a subsidiary of the City's serving utility, Florida Power & Light Company (FPL), FPLS has extensive experience in local utility energy rebates and incentive programs.

The FPLS team adds significant value to the conservation initiatives for Port St. Lucie through:

- Utility incentive development and application expertise. Our team **applies incentive programs and can maximize available funding** through these attractive programs. By keeping sight of the criteria required to maximize all available funding options, our team significantly improves the cost effectiveness of installed measures.
- Conservation and renewable options include training targeted at operations staff to maximize savings and minimize maintenance requirements. These programs support the awareness of energy and water consumption, allows participants to help modify energy-related behavior.
- FPLS is uniquely positioned to perform utility rate analysis. Rates and metering configurations can be critical to the success of any conservation initiative. **A full understanding of available rate alternatives can significantly improve the cost effectiveness.** Conversely, misapplication could have the effect of lowering energy demand below a rate threshold, thereby costing the City more per unit energy.

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C. ASSIGNED STAFF QUALIFICATIONS

The FPLS team offers:

- An over 20-year track record of proven performance and long-term partnerships with customers;
- A full range of technical expertise, including all engineering disciplines, local contracting and facility knowledge, local staffing resources and offices, and operational experience with renewable generation; and
- Proven cost-effective approaches through our project approach, subcontract and product procurement procedures, construction management and communications procedures.

By partnering with FPLS, the City will benefit from our industry expertise in allocating and directing energy performance contracts, personnel, resources and subcontractors. FPLS maintains the majority of the technical and professional skills and resources in-house in order to provide a better product through closer control and reduced cost. In addition, our team uses a wide range of advanced **Total Quality Management** and **Six Sigma** analytical and process improvement services and proven business tools and solutions. These tools are used to determine the best implementation strategy on a task-by-task basis, improve product standardization, expedite the project schedule and reduce overall costs for customers.

For each project, we put a project management team in place that includes senior leaders from our organization. Each project is then supported by:

- Registered professional engineers
- Measurement & Verification engineers
- Licensed technicians and maintenance professionals
- Lighting energy professionals
- Certified energy engineers
- General contractors
- Mechanical contractors
- Indoor air quality specialists
- LEED (Leadership in Energy & Environmental Design) accredited professionals

All of our construction personnel are OSHA trained and over 50% of our development team is LEED certified.

Our LEED accredited professionals can help identify and implement practical and measurable operations and maintenance solutions for existing facilities under the existing building program developed by the U.S. Green Building Council (USGBC).

The ability to minimize product and service costs allows our team to maximize the value of the measures that can be installed within a given payback criteria. By leveraging our experienced team of subject matter experts, local personnel, competitive procurement and quality processes, we are able to minimize costs to the City.

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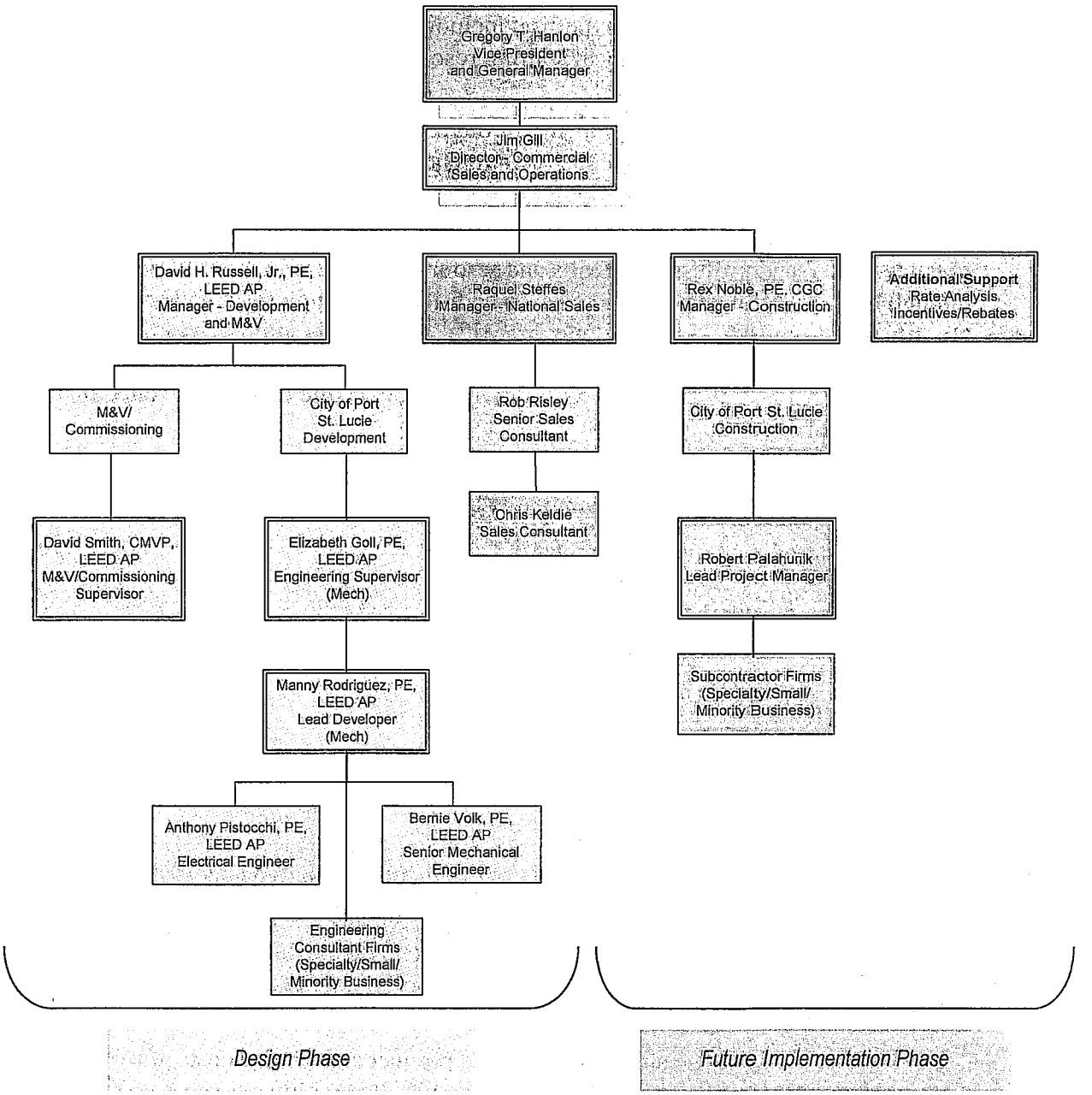
An organizational chart of the project team is provided below. A brief explanation of each team member's responsibilities and experience is provided immediately following the organizational chart.

Project Team Organizational Chart



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TEAM MEMBERS

Gregory T. Hanlon, Vice President and General Manager – MBA, MBB, BEP, CEP, LEED GA, CSDP

Mr. Hanlon has executive leadership and profit and loss responsibility for the ESCO/Performance Contracting, FL Gas retail commodity and residential energy product businesses. He joined the company in 2007 and has 23 years experience, which includes more than 18 years of accomplished management and executive leadership experience in the construction design-build and renovation, equipment finance and leasing, disaster recovery and energy industries.

Jim Gill, Director of Sales and Operations – CEM

Mr. Gill is responsible for the oversight of Energy Savings Performance Contracting, energy procurement and operations. He also oversees the sales, design, development and implementation of FPLS' energy savings projects. He has over 25 years experience in the energy industry.

Dave Russell Jr., Manager of Development, Engineering and M&V – PE, LEED AP

Mr. Russell has 30 years of energy engineering design and development management experience and expertise, 10 with FPLS. He is licensed in 11 states, has specialized knowledge and experience in leading Energy Savings Performance Contracting Project Development Operations, and has vast experience in facility auditing, engineering analysis, design, commissioning and performance M&V.

Rex Noble, Manager of Construction – PE, GC, CEM, CIAQP

Mr. Noble is responsible for construction as well as compliance with construction budgets and schedules. He is licensed in several states and has more than 26 years of experience in construction, maintenance and quality assurance.

Raquel Steffes, National ESCO Sales Manager – MBA

Ms. Steffes is responsible for sales management, customer relations and contract negotiation. She has over 11 years experience.

Robert Risley, Senior Sales Consultant -- MBA, CEM, CEP, CDSM

Mr. Risley is responsible for the energy and renewable applications for Central Florida. With more than 26 years of experience working in the energy and utility industry, 20 years of which he has managed the contracting, financing, performance contracting and M&V for state, municipal, educational and federal correctional projects.

Christopher Keldie, Sales Consultant

Mr. Keldie serves as the primary point of contact for the City of Port St. Lucie. His background includes experience in construction and project consultation on the installation of energy conservation measures (ECMs) such as lighting retrofits, lighting control systems, plumbing retrofits and mechanical upgrades such as HVAC, laundry and kitchen equipment. Mr. Keldie has 7 years experience, including 2 years with FPLS.

Elizabeth Goll, Engineering Supervisor - PE, LEED AP

Ms. Goll is responsible for bringing in projects on time and at/below budget. She is a member of the Mechanical Committee for the Florida Building Code and has over 23 years experience.

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Manny Rodriguez, Lead Developer – PE, LEED AP

Mr. Rodriguez is responsible for the development activities and is the primary contact during the development phase. He also will coordinate potential consultants for this project. Mr. Rodriguez has 32 years experience.

Bernie Volk, Senior Mechanical Engineer – PE, LEED AP

Mr. Volk is responsible for the design and analysis of mechanical ECMs. Mr. Volk has 25 years experience and is licensed professional engineer in 5 states, including Florida.

Anthony Pistocchi, Electrical Engineer – PE, LEED AP

Mr. Pistocchi is responsible for the design and analysis of electrical ECMs. He has 25 years experience.

Dave Smith, Supervisor of M&V and Commissioning – CMVP, LEED AP

Mr. Smith manages M&V programs for all Performance Contracting projects as well as other energy-efficiency improvement projects. He also conducts savings and payback analysis. Mr. Smith has 10 years experience.

Robert Palahunik, Lead Project Manager – CGC, CMC, CIE

Mr. Palahunik is responsible for the day-to-day implementation of construction. He has over 17 years experience.

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D. CERTIFIED MINORITY BUSINESS ENTERPRISE

Over the past two years, 80% of our subcontracting partners have been small businesses, including Minority/Women Owned Business Enterprises (MWBE), HUB and Veteran Owned businesses.

FPLS utilizes a competitive bidding process that ensures competition among bidders is fair, equitable and open to multiple sources capable of providing goods and services in a safe, reliable and cost-effective manner. We are committed to the development and recognition of small, disadvantaged, and women-owned small businesses. Whenever possible, our source selection team solicits from a pool of qualified local, small disadvantaged, women-owned, HUBZone, veteran-owned and service-disabled veteran-owned businesses.

To minimize costs for customers, FPLS uses local small businesses to assist in the implementation and design and build portion of the project. Using these small businesses also **helps stimulate the local economy.**

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E. INNOVATIVE PROJECT APPROACH

The FPLS portfolio highlights more than 20 years of experience working with municipal, state and federal facilities to identify, design and manage the implementation and installation of numerous energy conservation measures. The breadth and depth of experience in all segments of power and energy combined with the talent that resides within our company offers our customers the most innovative and creative solutions to reduce their energy consumption. **FPLS advocates collaborative and sustainable solutions** that are designed to ensure improved systems efficiency, increase occupant comfort, reduce facility operational costs and ultimately optimize client profitability for the life of their building and systems.

We evaluate the ECMs for **economic viability and operational impacts** per the requirements of Performance Contracting statues. We conduct thorough walk-downs and analyses to document existing conditions and determine equipment and service needs, piping/pumping configurations, back-up/redundancy requirements, and baseline/savings/cost. We use a vendor neutral approach when selecting equipment, applying the best available technologies and hiring local contractors to support the local economy. FPLS also evaluates innovative renewable energy technologies that fit within the project's budgetary constraints.

Listed below are the technical categories we typically address:

Mechanical	Water Conservation

• Boiler plant improvements
• Chiller plant improvements
• HVAC and controls
• Building automation systems (BAS)
• Energy management control systems (EMCS)
• Energy infrastructure/utility distribution systems
• Chilled water, hot water and steam distribution systems
	• Water conservation and energy savings
	  o High-efficiency water fixtures
	  o Flush controls
	  o Infrared activation systems
	  o Irrigation controls
	• Water and sewer conservation systems

Electrical	**Renewable Energy**
• Lighting retrofits, lighting controls, day lighting and other lighting schemes • Electric motors and drives • Refrigeration • Distributed generation • Electrical peak shaving/load shifting • Appliances/plug-load reductions • Advanced metering systems	• Solar water heating • Photovoltaic • Geothermal • Wind turbines • Other renewable energy savings opportunities
	Other ECMs
	• Kitchen equipment and process improvements • Energy related process improvements • Laundry equipment and process improvements • Building envelope • Future ECMs

Performance Energy Audit

During development of the Performance Energy Audit, the FPLS team will compile detailed data on systems, utility rates, energy consumption and facility use. As our engineers evaluate the collected

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data, they will establish baseline, savings and scope of work, begin identifying possible ECMs and identify the most promising measures using computer models, engineering calculations, utility bills and short-term monitoring.

Throughout the process, FPLS will regularly meet with City representatives to ensure that the focus remains on the project's established goals, objectives and timing. The final Performance Energy Audit report includes details on existing conditions, proposed and excluded ECMs, the recommended scope of work, implementation pricing, guaranteed savings, financial analysis, preliminary construction schedule and other relevant information.

Performance Contracting

Through years of successful performance contracting experience, FPLS has refined the following multi-step process, which ensures our customers get the right solution that consistently delivers on the required savings. The framework provided below outlines FPLS' project management approach from initial award through the post-installation period.

PROJECT APPROACH

Preliminary Assessment (When Required)	Investment Grade Audit	Implementation and ECMs	M&V and Maintenance	Sustainability
Historical utility information	Perform detailed facility survey	Conduct pre-install measurement	Post-install measurements	Increase energy efficiency
Determine energy use index	Baseline, savings and scope of work	Submit design and construction package	As-built drawings	Reduce greenhouse gas emissions
Develop initial ECMs	Develop implementation pricing	Implementation of all ECMs	O&M procedures, checklists and manuals	Lower operating costs
Determine budget savings and cost	Develop site-specific M&V plan	System quality, control and commissioning	Ongoing maintenance	Long-term energy management
Develop M&V plan		Training	Safety & health plan	

FPLS' **customer-centered** project management approach will focus on the City's needs. We will work with you to establish goals for the project and structure the design and implementation to achieve those goals. Ongoing communication ensures that critical objectives are fulfilled on time and on budget with minimal disruption to daily activities, while also providing maximum return on investment.

Our 92% customer satisfaction rating is evidence that our customer-centered approach to performance contracting is effective. You can expect reliability, steadfast delivery, dedication to customer service, and technical superiority. **More than a service provider, FPLS will be a true energy partner to the City.**

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F. LOCATION AND FIRM HISTORY

FPLS, a subsidiary of Florida Power & Light Company (FPL), is a South Florida company with a proven track record of 20 plus years designing, developing and constructing energy efficiency, water conservation and renewable solutions for government, education, healthcare, and commercial and industrial customers. Each team member named to the City's project team is based in the state.

FPLS is well positioned to provide our customers with the discipline, reliability and service of a utility as well as superior technical expertise and the capability to analyze and apply electric, gas and water rate structures to every project.

FPLS Headquarters: 6001 Village Blvd.
West Palm Beach, FL 33407

FPLS has the added strength of its parent company, NextEra Energy, Inc., a leading clean energy company with a solid financial history and 2010 revenues totaling more than $15 billion. NextEra Energy has nearly 43,000 megawatts of generating capacity, and approximately 15,000 employees in 28 states and Canada.

*In the 20+ years that FPLS has managed energy savings contracts, we have **never missed** or terminated a savings guarantee.*

Our customers can expect reliability, steadfast delivery, dedication to customer service, and technical and technology superiority. NextEra Energy companies are leaders in energy conservation and forerunners in clean and renewable energy generation, as demonstrated by being No.1 in wind generation and the largest operator of solar generation.

FPLS' work has earned accolades from our customers, including a "Partnership" award from NASA for helping to implement the largest single-phase energy savings project in Kennedy Space Center's history. Through a Utility Energy Services Contract, NASA alternatively financed this phase with $3.2 million worth of improvements by using the project's $442,500 annual energy cost savings to repay the project's loan over time. The project saves 8.5 million kWh annually by implementing chilled water system redesign, energy efficient lighting upgrades and HVAC upgrades for several high-profile launch facilities. FPLS' work also has been featured in trade magazines, most recently in Correctional News, Airport Magazine and the Florida Engineering Society Journal.

Additionally, our parent company, NextEra Energy, Inc., is a leader in energy and sustainability. Recognized as one of Fortune Magazine's "World's Most Admired Companies," NextEra Energy was named the No. 1 company overall among electric and gas utilities for the fifth consecutive year. Being ranked first for five consecutive years is unprecedented in the industry. In addition to being named No. 1 in its sector on Fortune's "Most Admired Companies" list, NextEra Energy was named to the Dow Jones Sustainability Index of leading companies in North America for corporate sustainability in both 2010 and 2009. The company was also named to the "World's Most Ethical Companies" list by Ethisphere magazine in 2010, one of only 36 companies worldwide to be recognized for four consecutive years. In 2010, Fortune named NextEra Energy to the list of the top 10 most innovative companies in the world, and the company retains its No. 1 ranking for innovation within its industry sector in 2011.

FPLS stands ready to work with the City of Port St. Lucie to help design and implement cost-effective sustainable solutions.

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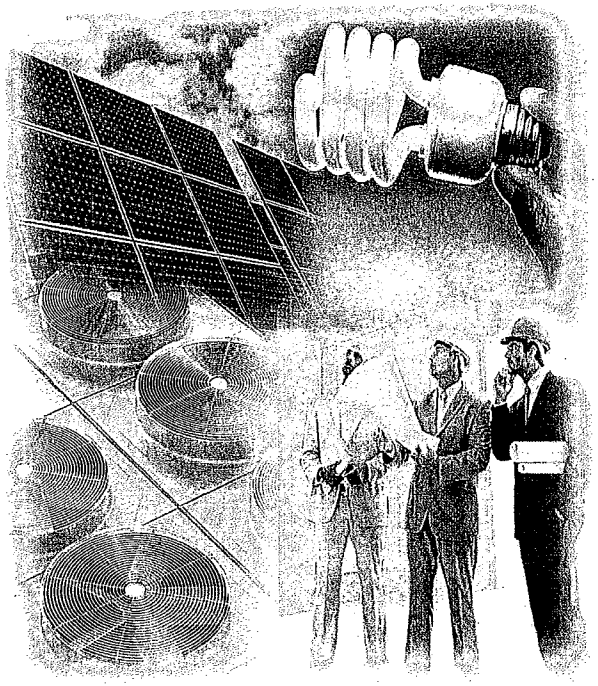
FPL Services™
A NEXTERA ENERGY, INC. COMPANY

FPL Services
Conservation – Sustainability - Management

Proven Experience in Energy Conservation & Sustainable Applications

- Over 20 years experience satisfying customers' needs to:
  - Reduce energy and utility operating costs
  - Upgrade facility systems and infrastructure
  - Meet energy reduction mandates
  - Install safe and reliable renewable systems
- Founding Member of National Association of Energy Services Companies (NAESCO)
- Over 90% of our customers choose to work with us on additional phases
- Never missed a performance guarantee



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Recognized for Innovation

We're in Good Company

UPS
McDonald's
Google
NextEra Energy
Goldman Sachs Group
Apple
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Intel
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Nike

Fortune's 10 Most Innovative Companies in the World

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Forbes

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GMI

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