

**Pennsylvania Sustainable Energy Finance Program/
Foundation for Renewable Energy & Environment**

**Request for Proposals
for
Guaranteed Savings Agreement**

**Prepared on Behalf of
Steel Rivers Council of Governments**

Issue Date: November 19, 2020

Due Date: Statement of Qualifications December 28, 2020

Due Date: Submission of Cost & Savings Estimates by Selected Respondents January 18, 2021

Notice
Pennsylvania Sustainable Energy Finance Program/
Foundation for Renewable Energy & Environment
On behalf of Steel Rivers Council of Governments in Homestead, PA

Request for Proposals

Notice is hereby given that the Pennsylvania Sustainable Energy Finance Program (PennSEF)/the Foundation for Renewable Energy & Environment (FREE), on behalf of Steel Rivers Council of Governments (hereinafter designated as the “**Owner**”), a 501(c)(3) organization with facilities in the Commonwealth of Pennsylvania, will accept Statement of Qualifications by December 28, 2020 and will accept Cost/Savings Estimates from invited companies by January 18, 2021.

Due date for Guaranteed Savings Agreement from selected Respondents to be determined

Any additional information may be obtained from FREE at darlene@freefutures.org. Respondents are required to submit complete responses to this Request for Proposals (“**Responses**”) as instructed in this Request for Proposals.

Authorized Officer

A handwritten signature in black ink, appearing to read 'John Byrne', with a long horizontal stroke extending to the right.

Dr. John Byrne
Chairman & President
FREE
November 19, 2020

TABLE OF CONTENTS

1.	INTRODUCTION AND GENERAL INFORMATION	5
1.1.	INTRODUCTION.	5
1.2.	THE PENNSEF PROGRAM.....	6
1.3.	OVERVIEW OF SUCCESSFUL RESPONDENTS' RESPONSIBILITIES.	6
1.4.	RFP DOCUMENTS.	7
1.5.	RFP ADDENDA.	8
1.6.	ANTICIPATED SELECTION SCHEDULE.....	8
2.	GENERAL INFORMATION AND INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF RESPONSES	9
2.1.	METHODS OF COMMUNICATION BETWEEN OWNER AND RESPONDENTS	9
2.2.	GENERAL INFORMATION.....	10
2.3.	SUBMISSION OF RESPONSES.	12
2.4.	OBLIGATION TO ENTER INTO GSA.....	12
2.5.	PRE-RESPONSE SITE VISIT.	12
2.6.	COST OF PREPARATION.....	12
2.7.	SITE FAMILIARITY.	12
2.8.	DISCLOSURE OF INFORMATION.	13
2.9.	WITHDRAWAL.....	13
3.	CONTENTS OF RESPONSE.....	14
3.1.	COMPLETENESS.	14
3.2.	FORM.	14
3.3.	ORGANIZATION.....	14
3.4.	EXECUTIVE SUMMARY; LETTER OF INTENT; ACKNOWLEDGEMENT OF ADDENDA; LIST OF SUBMITTED ITEMS.....	14
3.5.	GENERAL INFORMATION.....	15
3.6.	CERTIFICATION OF MEETING MINIMUM REQUIREMENTS.....	15
3.7.	FINANCIAL INFORMATION.....	16
3.8.	TECHNICAL AND PROJECT-RELATED INFORMATION.	17
3.9.	SUPPLEMENTAL INFORMATION TO BE PROVIDED AT RESPONDENT'S OPTION.....	18
4.	RESPONSE AND EVALUATION SELECTION.	19
4.1.	EVALUATION CRITERIA.	19
4.2.	CONDITIONS.....	19
4.3.	RIGHTS OF THE OWNER.....	20
5.	LEGAL TERMS AND CONDITIONS.	21
5.1.	RESPONSIBILITY.....	21
5.2.	GOVERNING LAW.....	21
5.3.	ASSIGNMENT.	21
5.4.	PROMOTION.	21
5.5.	INDEMNIFICATION.....	21

TABLE OF CONTENTS
(continued)

APPENDICES

A	Form of Guaranteed Savings Agreement.....	20
B	Description of Site	21
C	Form of Acknowledgement of Addenda.....	22
D	Sample Letter of Intent	23
E	List of Required Items	25
F	Preliminary Audit Report Requirements	26
G	Project History and Client References Form	27
H	Energy, Water & Other Savings Data Form	29
I	Cost and Savings Estimates	32

1. INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction.

This RFP seeks proposals from qualified energy service companies (each a “**Respondent**”) for a guaranteed savings agreement (“**GSA**”), a form of which is attached as Appendix A. The GSA provides for the identification and installation of measures for the conservation of energy and water and reduction of wastewater (“**CMs**”) on the property (the “**Premises**”) of the Owner at 1705 Maple Street, Homestead, PA, 15120. Among the CMs to be considered are solar and other forms of electric generation, and the Owner will consider proposals that take the form of a separate power purchase agreement (“**PPA**”) for such measures to be entered into concurrently with the notice to proceed for other CMs. (If needed, a form of PPA may be provided at a later date for use in such circumstances.) References in this RFP to the GSA will include references to a PPA, if applicable.

This RFP seeks responses that provide information presenting the qualifications of the Respondent (as described in succeeding sections, especially Section 3 and Appendix G and H) and cost and savings estimates (as prescribed in Appendix I). Responses containing Respondents’ qualifications are due December 28, 2020. After evaluation of Respondents’ submissions in accordance with the criteria set herein, the Owner will ask one or more Respondents to submit costs and savings estimates (“**CSEs**”). (A template CSE will be provided at a later date. See Appendix I for a general description of the data sought from companies selected for this phase of the RFP.). Cost and Savings Estimates from invited Respondents are due January 18, 2021. The Owner will utilize the qualifications and cost savings estimates to make a preliminary selection of a single Respondent to prepare and submit preliminary energy, water, and wastewater audits (“**Preliminary Audit**”) in accordance with Appendix F. Owner does not expect Respondents to conduct visits to the Premises (other than the Pre-Response Visit in the Anticipated Selection Schedule) or perform any inspection or actual audits in the preparation of their cost and savings estimates, which are understood to be less rigorously developed than similar information that would be provided in either a Preliminary Audit or an Investment Grade Audit. Given these differences, savings presented (and guaranteed) in any subsequent Investment Grade Audit will be required to achieve at least approximately 80% of the savings projected in the cost and savings estimate. The Owner expects to make a final selection based on its review of the Preliminary Audit report it receives, along with the Respondent’s pricing for the CMs and the other criteria set forth herein.

A Respondent that submits a Preliminary Audit shall also submit (on a confidential basis to the extent requested) data which the Owner reasonably requests to permit it to analyze the guaranteed savings and the costs that are included by the Respondent in its response. The categories of costs include, but are not limited to equipment costs and installation costs by measure, and measurement and verification costs, and administrative costs for the project as a whole. Any Preliminary Audit submitted by a Respondent, together with any data submitted pursuant to this paragraph, becomes a part of its Response.

The successful Respondent will be required under the GSA to conduct an investment grade audit (“**IGA**”) of buildings located on the Premises. The buildings on the Premises to be evaluated in the IGA (the “**Site**”) are identified in Appendix B. The IGA is to identify CMs that meet the Owner’s objectives and that taken together are self-funding – the metered savings for reductions in energy, water and wastewater will be greater in each year than the financing cost of constructing the CMs amortized over the term of the GSA.

When the Owner and the successful Respondent have agreed on the CMs and the construction price for the CMs to be installed under the GSA, the successful Respondent will enter into a separate PPA, if agreed to be appropriate, for certain CMs and construct the balance of the CMs on the schedule set forth in the GSA. Following completion of construction, the successful Respondent will conduct monitoring and verification activities in accordance with the GSA and will guarantee achievement of savings such that the CMs taken together are self-funding. The term of the GSA will be consistent with the expected useful life of the CMs but not to exceed 20 years.

1.2. The PennSEF Program.

This RFP is being undertaken in connection with Owner's participation in the Pennsylvania Sustainable Energy Finance Program ("PennSEF"). The PennSEF Program provides assistance to program participants in connection with procurement and contracting through the program for projects that qualify under Pennsylvania's Guaranteed Energy Savings Act ("the Act"). PennSEF can also arrange pooled or individual bond financing, or other financing, when appropriate. PennSEF is administered, in collaboration with the Pennsylvania Treasury Department, by FREE, a non-profit, international organization established to promote a better future based on energy, water and materials conservation, renewable energy use, environmental resilience and sustainable livelihoods.

1.3. Overview of Successful Respondents' Responsibilities.

The Respondent selected by the Owner will be required to use PennSEF's GSA form, which is attached as Appendix A. A Respondent may suggest modifications to the GSA form in accordance with Section 2.5 below; however, no modifications will be made to the form of GSA without approval by FREE.

The GSA will require the successful Respondent to complete an Investment Grade Audit that determines the final scope and pricing of the CMs originally considered in the Preliminary Audit and to provide integrated schedules to the GSA reflecting the CMs.

The Respondent selected by the Owner will be required to deliver payment and performance bonds in the amount of the contract price for construction of the CMs under the GSA.

The respondent selected by the Owner shall provide turn-key services, developing the engineering designs and specifications necessary to implement the CMs, managing the project through installation, and providing annual reports on savings achieved throughout the contract period. The Respondent selected by the Owner will also be required to provide a performance guarantee – a contractual commitment to the Owner that project implementation will result in a specified reduction in energy and/or water use and/or reduction in wastewater over a set period of years. This guarantee, when translated into dollars based on existing and projected utility rates, will offset annual debt service on the project financing. If in a given year the guaranteed reduction in energy, water or wastewater use is not achieved due to Respondent-

attributable performance failure such Respondent will be required to reimburse the Owner the resulting dollar savings shortfall.

To ensure actual savings generated from CMs, the Respondent selected by the Owner will provide monitoring and verification (“**M&V**”) of installed CMs. M&V activities include assessing that equipment is performing to specifications and performing calculations of the actual energy or water savings resulting from the implementation of the Project. The Respondent selected by the Owner is required to share designated data with the Owner and FREE. These requirements will be defined in the GSA.

The services to be provided by the Respondent will include the following:

- Pre-Development/Financing Phase:
 - Obtain all required permits;
 - Design services; and
- Construction/Implementation Phase:
 - Equipment procurement and purchasing;
 - Installation of the selected CMs;
 - On-site construction management and inspection services;
 - Construction waste management including material separation and recycling hazardous waste disposal or recycling; and
- Commissioning/Guarantee/Monitoring Phase:
 - Functional testing and commissioning of CMs;
 - Continuing operations and maintenance for all or selected CMs (if part of ESCO obligation under GSA or other agreement);
 - Full manual of cut sheets, service information, and retro-commissioning standards;
 - Staff training on routine maintenance and operation of systems;
 - Savings guarantee; and
 - Monitoring and verification for measurement and reporting of the performance and savings from CMs for the duration of the financing.

1.4. RFP Documents.

Each Respondent should inspect its copy of the RFP to ensure that a complete set of the documents, including the appendices, is included. All required items set forth in Section 2 of this RFP must be submitted. A Respondent must prepare its Response using a complete RFP, including any addenda issued by the Owner prior to the date established for submission of the Response. None of the Owner, its agents or employees will be responsible for errors, omissions, incomplete submissions or misinterpretations resulting from the Respondent’s use of an incomplete RFP in preparing or submitting its Response. Access to supplementary project documents will be provided on a remote storage drive to Respondents. Username and password details to access the information will be provided to Respondents after the pre-response site visit. This RFP is being made available only for the purpose of soliciting Responses related to the GSA. No license or grant is conferred or implied to the Respondent or to any other person for any purpose.

1.5. RFP Addenda.

During the period provided for the preparation of Responses, the Owner may issue addenda or amendments to this RFP. These addenda will be numbered consecutively and will be distributed to each Respondent that has requested and received RFP package. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Response by submitting an executed acknowledgement in the form attached hereto as Appendix C. All Responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Response submittal date.

1.6. Anticipated Selection Schedule.

Issuance of RFP:.....November 19, 2020
Pre-Response Site Visit:December 2, 2020
Deadline for Receipt of Written Questions:.....December 10, 2020
Deadline for Answers to Written Questions:December 17, 2020
Deadline for Receipt of Statements of Qualifications (5:00 p.m. EST):.....December 28, 2020
Remote Meetings/Interviews with Respondents:.....January 5, 2021
Owner's Requests for Costs and Savings Estimates:January 8, 2021

Deadline for Receipt of Costs and Savings Estimates from invited Respondents:January 18, 2021

Notification of Preliminary Selection :February 11, 2021

2. GENERAL INFORMATION AND INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF RESPONSES

2.1. Methods of Communication Between Owner and Respondents

(a) Owner communication via Dropbox Folder

The primary method by which the Owner will communicate substantive information to Respondents is by placing materials in a Dropbox Folder. (a link will be provided to those companies submitting by email a simple Expression of interest (see (c) below)).

In addition to the RFP, examples of information placed in the Dropbox Folder include, but are not limited to, utility usage information; the Owner's site priorities; guidance or directions regarding activities on the Premises; questions from Respondents and Owner's answers; and modifications to the RFP, including to the Selection Schedule (if any).

Owner shall post its responses, if any, to all general and substantive questions regarding the RFP to the Dropbox Folder to make them available to all Respondents. Addenda or corrections to the RFP (including provision of any content that was inadvertently omitted from the RFP placed in the Dropbox Folder), whether in response to inquiries or upon Owner's own initiative, will also be made available by posting to the Dropbox Folder.

It is the obligation of each Respondent to examine the Dropbox Folder regularly to ensure that it is taking advantage of and/or responding to the most current information. Respondent's proposals must respond to the complete RFP, including any updates posted by the owner in the Dropbox Folder prior to the date established for submission of those proposals.

(b) Issues arising from the use of the Dropbox Folder

IT or technical questions relating to use of the Dropbox folder may be directed to Job Taminiau (jt@freefutures.org) with an email carbon copy (cc) to Darlene Rothwell (darlene@freefutures.org).

(c) Initial expressions of interest, questions and answers, and other communications from Respondents to Owner

Respondents who are interested in participating in this RFP are requested to submit by email simple expressions of interest to Steel Rivers Council of Government and PennSEF at:

Emily Woodard
ew@steelriverscog.org

And to: Darlene Rothwell
Foundation for Renewable Energy & Environment
darlene@freefutures.org

No later than November 27, 2020. Each Respondent indicating interest will be sent a unique link to an individual Dropbox folder for use for uploads, as more fully described below.

Questions, suggestions and other communications relating to this RFP, the GSA or the Premises may be submitted in writing to these email addresses no later than December 10, 2020.

Each Respondent is instructed to notify the Owner at the email address above of (a) any material information and/or lack of material information provided or omitted with respect to this RFP that it believes is not accurate and/or correct, (b) all conflicts, errors, or discrepancies in this RFP, and (c) any documents, components or appendices named or identified in the RFP but not actually included in the RFP within forty-eight hours of their receipt of this RFP (or as soon as possible upon discovery). NOTE: it is the obligation of each Respondent to inspect the RFP to ensure that a complete set of the documents, including the appendices, is included. All required items set forth in Section 3 of this RFP must be submitted by a Respondent in its proposal.

(d) Respondent's submission of proposal.

All Responses and other materials submitted will remain unreviewed until the specified deadline for their receipt. Any Response or portions thereof, or other materials that are submitted and received after the specified deadline will be designated "received later" and will not be considered.

Submissions to the Owner on the above dates, and no later than the time specified herein, is solely the responsibility of the Respondent. The Owner will not under any circumstances be responsible for the loss, corruption, delay or failure of delivery of any Response or other materials.

2.2. General Information.

Owner is interested in contracting for a full range of CMs. Respondents must have the capability to consider and implement a broad range of energy and water CMs, including, but not limited to:

- Rooftop and Canopy Solar Photovoltaics;¹
 - Parking lot canopy solar;
 - On-site rooftop solar;
 - Please Note: Owner has identified the roof of the Premises as likely in need of replacement at this time, independent of rooftop solar installation. Owner seeks recommendations for the roof and, if replacement is identified as necessary, inclusion in proposals.
- Building Envelope
 - Air sealing, caulking and weatherstripping;
 - Insulation of the building structure or systems within the building;
 - Storm windows or doors, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, reductions in glass area, or other window and door system modifications that reduce energy consumption;
- Building Controls
 - Automated or computerized energy or water control systems;

¹ Financing options for on-site rooftop and canopy solar photovoltaics include, but are not limited to, PPAs, FREE integrated financing, and other models including a partial prepayment for power under a PPA.

- The installation of energy or water information and control systems that monitor consumption, redirect systems to optimal energy sources, sense building occupancy or equipment usage, and/or manage energy using equipment;
- HVAC
 - Heating, ventilating, or air-conditioning system modifications or replacements, including the installation of chillers;
 - Energy recovery ventilation systems;
 - Indoor air quality improvements;
- Lighting
 - Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system while providing proper illumination levels;
 - Daylighting systems;
- Plumbing, Water and Sewer
 - Water and sewer conservation measures;
 - Low-flow, low-flush plumbing fixtures;
 - Greywater recycling systems;
 - Stormwater capture and use systems;
 - Irrigation systems and controls;
 - Process and industrial water uses, and infrastructure;
- Other Distributed Generation
 - Solar hot water systems;
 - Wind turbines;
 - Combined-heat-and-power systems;
 - Battery and other storage technologies;
 - Biomass-fired systems;
 - Islanding capability and controls to create a microgrid;
- Energy Purchasing
 - A program to reduce energy costs through rate adjustments, load shifting to reduce peak demand, or use of alternative suppliers as otherwise provided by law, such as, but not limited to, changes to more favorable rate schedules, negotiation of lower rates, where applicable, auditing of energy service billing and meters, and a PPA; and
 - Equipment upgrades that improve accuracy of billable revenue generating systems.

2.3. Submission of Responses.

Responses shall be submitted to the Owner on or before 5:00 p.m. EST on December 28, 2020 to the Dropbox folder in the manner previously described.

2.4. Obligation to Enter into GSA.

A Respondent finally selected by the Owner pursuant to this RFP after review and acceptance of its Preliminary Audit must execute the GSA.

2.5. Pre-Response Site Visit.

A Pre-Response site visit and meeting (the “**Pre-Response Site Visit**”) will be held for the benefit of all potential Respondents by the Owner and its consultants no later than December 2, 2020.

Potential Respondents are strongly encouraged to take part in the Pre-Response Site Visit. Respondents are also encouraged to have, at a minimum, the persons responsible for coordinating the technical components of any Response in attendance at the Pre-Response Site Visit. A summary from the Pre-Response Site Visit will be issued as an addendum via email and posted on the same remote storage location for the project documents, which must be noted on the Acknowledgment of Addenda form attached hereto as Appendix C.

2.6. Cost of Preparation.

Each Response and all information required by this RFP will be prepared at the sole cost and expense of the Respondent.

2.7. Site Familiarity.

It is the responsibility of each Respondent before submitting a Response to (a) examine this RFP thoroughly, (b) become familiar with and consider all federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, performance or furnishing of the GSA and the proposed CMs, and (c) inspect the Site and any surrounding premises during the Pre-Response Site Visit, all as it deems necessary to fully inform itself about any material or relevant factors, including ecological, environmental and relevant legal, economic, sociological or regulatory facts or circumstances, as well as factors that may affect performance and proposal prices, relating to the GSA, the proposed CMs and/or its Response.

Before submitting a Response, each Respondent shall, at its own expense, make or request or obtain any additional examinations or studies and obtain any additional data and information that may affect its cost, progress, performance or furnishing of the services that the Respondent deems necessary to compile its Response. Access to each Site for additional inspections is not contemplated by the Owner prior to preliminary selection of a preferred Respondent. The failure or omission of the Respondent to receive and examine any form, instrument or document, or to make required inquiries, will not relieve the successful Respondent from any obligations and responsibilities relating to the GSA and the proposed CMs.

As part of a Respondent’s Response, a Letter of Intent, fully executed by the Respondent’s principals, must be included, in the form of the Letter of Intent set forth in Appendix D of this RFP.

2.8. Disclosure of Information.

The Owner will use reasonable efforts to keep all submissions confidential. However, the Owner assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information.

Any information provided by a Respondent, may be shared with FREE and its consultants to permit them to provide assistance through the PennSEF Program.

2.9. Withdrawal.

A Respondent may request withdrawal of its Response prior to the specified deadline for receipt of the Responses, provided that a written request to withdraw the Response is delivered by email at the above email addresses. The request to withdraw the Response must be received by the authorized representative of the Owner prior to the specified deadline for receipt of the Responses.

3. CONTENTS OF RESPONSE.

All Responses must be submitted complete with all requested information and are to be in conformance with the instructions set forth herein and as required by subsequent addenda, if any.

3.1. Completeness.

Each of the instructions set forth in this RFP must be followed in order for a Response to be deemed responsive to this RFP.

3.2. Form.

The Respondent shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

- Each volume and all related information shall be bound as a single document. One of the copies shall be unbound. If this is impractical, an exhibit document accompanying the volume may be submitted.
- The responses shall be concise, clear, factual and complete with a minimum of extraneous material.
- The Response shall be indexed and sectioned and shall be prefaced with a table of contents.
- The response documents shall be typed or printed on 8-1/2" x 11" paper.

3.3. Organization.

Responses submitted in response to this RFP shall consist of the following:

Section I	Executive Summary; Letter of Intent; Acknowledgement of Addenda; list of Submitted Items (pursuant to Section 3.4.)
Section II	General Information (pursuant to Section 3.5.)
Section III	Certification of Meeting Minimum Requirements (pursuant to Section 3.6)
Section IV	Financial Qualifications (pursuant to Section 3.7)
Section V	Technical and Project-Related Qualifications (pursuant to Section 3.8)
Section VI	Supplemental Information (pursuant to Section 3.9)

3.4. Executive Summary; Letter of Intent; Acknowledgement of Addenda; List of Submitted Items.

Section I of the Response must contain the Respondent's Executive Summary, Letter of Intent, in the form of Appendix D of this RFP, and Acknowledgment of Addenda (on the Respondent's official letterhead, in the form attached hereto as Appendix C). The Executive Summary must summarize all key points of the Response.

Section I of the Response must also contain a list of the items required to be submitted with the Response, in the form of Appendix E, with each item initialed by the Respondent to indicate that the Respondent has included those items with the Response.

3.5. General Information.

Section II of the Response must contain the following information set forth in the following order:

- (1) A description of the Respondent, including the company name, address, telephone number, fax number (if available), email address(es), and company website (if available). If the Respondent has multiple offices, the description of the Respondent shall include information about the location of the parent company and any and all branch offices from which projects could be managed.
- (2) The Respondent's form of ownership, including state of residency or incorporation, and number of years in business as an energy service company or provider. For joint venture entities that have not undertaken at least two (2) guaranteed energy savings performance contract projects together as a joint venture, this information shall be submitted for each Respondent separately.
- (3) A brief description of the history and growth of the Respondent including general information about the Respondent's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of the offices from which project could be managed. Indicate the number of guaranteed energy or water savings performance contracting projects implemented by the Respondent.
- (4) A description of any event where the Respondent has been declared in default on any guaranteed energy or water savings performance contracting projects in the five (5) years immediately prior to the submittal of the Response.
- (5) A disclosure and discussion of any litigation, mediation, arbitration, or administrative proceedings related to guaranteed energy or water savings performance contract projects in which the Respondent has been involved in the five (5) years immediately prior to the submittal of the Response including but not limited to litigation, mediation, arbitration, or administrative proceedings with owners and/or architects. List and give brief explanation of all active or pending litigation related to guaranteed energy or water savings performance contract projects.
- (6) Indicate whether the Respondent is currently a member of and/or accredited by NAESCO. Respondents are not required to be accredited by NAESCO, but NAESCO-accredited Respondents will receive additional consideration.

3.6. Certification of Meeting Minimum Requirements.

Section III must contain a certified sworn statement by an individual possessing the authority to bind the Respondent asserting that the Respondent meets the minimum qualifications required to be prequalified for these services. The signed and notarized certification shall state as follows:

- (1) The Respondent certifies that neither it nor its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting with the Commonwealth of Pennsylvania, any other state, the federal government, or any agency, subdivision, department, or authority of the foregoing.
- (2) The Respondent certifies that neither it nor its principals have been terminated for cause, are currently in default, and/or have been declared in default on any public works contract or

guaranteed energy or water savings performance contract within the five (5) years preceding the submittal of its Response.

- (3) The Respondent certifies it has or will have bonding capacity for jobs up to \$_[Respondent to specify]_. The Respondent further certifies that the surety that will underwrite the required bonds is on the most recent U.S. Treasury Listing of Approved Sureties and has an A.M. Best rating of A-or better, an A.M. Best Financial Class Size of V or higher, and is licensed to do business in the Commonwealth of Pennsylvania.
- (4) The Respondent certifies it has a current Commercial General Liability (CGL) Insurance policy and is insurable in following minimum coverage amounts: (i) bodily injury, including death, limits of one million dollars (\$1,000,000) for each accident, (ii) property damage limits of two million dollars (\$2,000,000) for each accident and (iii) ten million dollars (\$10,000,000) for the aggregate of operations, and will be able to obtain builder's all-risk insurance for the construction of the CMs.
- (5) The Respondent certifies it has a current Professional Liability (Errors and Omissions) Insurance policy for design professionals, consulting engineers and architects, and all other applicable consultants with the minimum coverage of one million dollars (\$1,000,000) per claim.
- (6) The Respondent certifies it has all necessary, valid and current licenses to do business in the Commonwealth of Pennsylvania.
- (7) The Respondent certifies it has demonstrated a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three (3) years of 1.2 or less.
- (8) The Respondent certifies it has completed no fewer than ten (10) guaranteed energy or water savings performance contract projects within the last ten (10) years and that each of these projects has a minimum of one (1) year repayment and savings performance history.
- (9) The Respondent certifies that no official or employee of the Commonwealth of Pennsylvania, FREE, eco(n)law LLC or other subcontractors hired by FREE expressly to assist FREE in the development of the PennSEF Program, nor any business entity in which an official of the Commonwealth of Pennsylvania, FREE, Becker Capital or other subcontractors hired by FREE expressly to assist FREE in the development of the PennSEF Program has an interest, has been employed or retained to solicit or aid in the connection with Respondent's Response, and that no such person will be employed by Respondent in connection with services provided to the PennSEF Program.
- (10) The Respondent certifies that all information and documentation submitted with its Response is true and correct.

3.7. Financial Information.

The Respondent must provide the following information in Section IV of the Response:

- (1) A copy of the Respondent's audited financial statements for the most recent three (3) fiscal years prepared in conformity with generally accepted accounting principles including the balance sheet, income statements and statement of cash flows. The firm name, as well as the office address and telephone number of the individual who performed the audit of the financial statements must be included. The individual or firm must have been a certified public accountant at the time of the audit.

- (2) Bonding references including bonding company name, address, contact person, telephone number and information on the Respondent's maximum bonding capability. The surety that will underwrite the bonds for the Respondent must be on the most recent U.S. Treasury Listing of Approved Sureties and must have an A.M. Best rating of A-or better, an A.M. Best Financial Class Size of V or higher, and must be licensed to do business in the Commonwealth of Pennsylvania. Attach documentation verifying listing with the U.S. Treasury, AM Best ratings, and registration with the Pennsylvania Insurance Commissioner's office. Provide a letter or other supporting documentation from a bonding company indicating the Respondent's capacity to bond projects under the PennSEF Program
- (3) The total value of all guaranteed energy, water or wastewater savings performance contracts awarded to the Respondent during the previous three (3) years.
- (4) A list of three financial references, including a banking reference, noting the name, address, and telephone number.

3.8. Technical and Project-Related Information.

Section V of the Response must contain the Respondent's related technical experience. The Respondent must demonstrate its ability to undertake the construction of the CMs by providing the technical qualifications of the Respondent, principal subcontractors, and individual team members. The Owner reserves the right to conduct an independent investigation of the Respondent's and its subcontractors' technical qualifications by contacting references, accessing public information, or contacting independent parties. Additional information may be requested during the evaluation of technical qualifications. At a minimum, the Respondent must provide the following information to demonstrate its technical qualifications:

- (1) A completed Project History Form in the form attached hereto as Appendix G and the Energy, Water and Wastewater Savings Form in the form attached hereto as Appendix H for ten (10) guaranteed energy or water savings performance contract projects implemented by the Respondent. Each of the ten (10) projects must have a minimum of a one (1) year repayment history and savings performance. Each project must be currently managed or must have been managed by the specific branch, division, office, or individual that would be assigned to projects under the PennSEF Program. Client references will be contacted.
- (2) A description of any projects where the Respondent has made payments to a client under the terms of the guaranteed energy or water savings performance contract as a result of not meeting the guaranteed energy or water savings.
- (3) Provide a sample Savings Measurement and Verification Plan from a completed guaranteed energy or water savings performance contracting project implemented by the Respondent including an estimate of the total number of measurement points currently being monitored by the Respondent for that project.
- (4) Provide a sample Investment Grade Energy Audit conducted by the Respondent which includes detailed energy and economic calculations.
- (5) Provide a sample Operations and Maintenance Manual developed by the Respondent.
- (6) Provide a sample Commissioning Plan from a project implemented by the Respondent.
- (7) Provide a sample Customer Savings Report from a guaranteed energy or water savings performance contract project implemented by the Respondent.

- (8) Provide three references from clients for whom the Respondent has provided similar projects, indicating whether the work was that of the Respondent and/or specific staff who will be assigned to the Project. Identify the client contact name, organization, type of work provided, and the contact's address, telephone number and e-mail (if applicable). Respondent must indicate whether any of these clients were public entities.

3.9. Supplemental Information to be Provided at Respondent's Option.

The Respondent may include in Section VI any other information that it deems relevant or useful for the Owner to consider in evaluating the Respondent's response. The Respondent should also include any concerns regarding the suitability of the Site or any other information or suggestions relating to the performance of the GSA.

4. RESPONSE AND EVALUATION SELECTION.

4.1. Evaluation Criteria.

The Owner may reject any Response:

- (1) from a Respondent that the Owner determines, in its sole discretion, will not be able to complete the construction of the CMs in accordance with the requirements of the GSA, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability; or
- (2) that, in the Owner's sole discretion, does not conform in all material respects to the requirements of this RFP.

Of the remaining Respondents, the Owner will, unless it exercises its right to reject all responses, award the GSA to the one that submitted the Response that best meets Owner's needs based on the follow criteria:

- Prequalification under the PennSEF Program
- History and financial strength of the Respondent
- Experience of the Respondent in completing similar projects
- Ability to meet Owners' schedule requirements
- Ability to rely on female-owned and minority-owned (sub)contractors
- Knowledge of Pennsylvania regulations for permitting and construction of energy, water and wastewater efficiency and renewable and distributed energy projects
- Knowledge of Pennsylvania energy, water and wastewater efficiency and renewable and distributed energy programs, requirements, regulations, and financial incentives
- Clarity and conciseness of the submittal
- Experience with and understanding of the types of relevant CMs, and ability to manage site conditions

The Owner may also elect to award a GSA to more than one Respondent for different scopes of work, subject to agreement with each Respondent as to its scope of work.

4.2. Conditions.

By responding to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Response:

- The issuance of this RFP is not intended to, and may not be construed to, commit the Owner or any other individual, consultant or entity to any obligation related hereto, including but not limited to the execution of the GSA.
- None of the Owner, its staff or any of its consultants will be liable for any claims or damages resulting from the solicitation or collection of Responses
- All Responses will become the property of the Owner and will not be returned. Respondent also agrees that "Response," means all information and materials submitted with respect to this RFP, regardless of whether such information is tangible or intangible and including, without limitation, all (i) documentation, pictures, drawings, notes, and revisions and (ii) intellectual property rights related thereto.

- By submitting its Response to the Owner, a Respondent permits the Owner to use the Response as it sees fit, including alteration, combination with other materials (including materials not submitted by Respondent), and public display and distribution. Respondent hereby grants, and represents and covenants that it will in the future grant to the Owner an unlimited, perpetual, royalty-free, transferable, sublicensable, fully paid-up right to publicly display, distribute, use, build, design, reproduce, and make derivative works from the Response.
- All activities related to preparing a Response shall be subject to compliance with all applicable federal, State and local laws, environmental regulations and/or other applicable requirements, including, but not limited to, any “Buy American” requirements.
- A Respondent shall meet with Owner representatives and the general public to discuss its Response upon request of the Owner.
- All documentation and information provided by the Owner in connection with this RFP, the Appendices hereto, are believed to be accurate and correct; however, the Owner makes no guarantees as to the accuracy of the information provided. By submitting its Response, each Respondent agrees to and acknowledges its obligation and ability to perform whatever due diligence is necessary to inform itself fully as to any relevant or material information or lack thereof as available in making a response thereto.
- Any person or entity, by accepting this RFP, will be deemed to have accepted the responsibility to consult with, and rely only on, his or its own tax advisors in connection with all federal and state tax matters in this RFP and that none of the Owner nor its advisors are rendering any advice or opinion in connection with such tax matters.

4.3. Rights of the Owner.

The Owner reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to this RFP:

- To supplement, amend, or otherwise modify this RFP.
- To change or alter the schedule for any events called for in the Anticipated Selection Schedule set forth in Section 1.6.
- To conduct investigations of any or all of the Respondents and their Responses as the Owner deems necessary or convenient, to clarify the information provided as part of the Response, including discussions with contact persons or prior clients, regulatory agencies and visits to any facilities or projects referenced in its Response, and to request additional information to support the information included in any Response.
- To reject all Responses and decline to enter into the GSA.
- To abandon this selection process at the Owner’s convenience at any time, for any reason or no reason.
- To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this selection process in its place or on its behalf, consistent with applicable law.

5. LEGAL TERMS AND CONDITIONS.

5.1. Responsibility.

Respondent shall assume all responsibility and obligation for the acts and omissions of its principals, members, directors, officers, employees, agents, representatives, subcontractors and consultants, together with all other firms, agencies or other persons assisting with the planning, design, construction or operation of the CMs.

5.2. Governing Law.

The terms and provisions of this RFP and any agreements related hereto shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and any and all litigation, proceedings, claims or actions commenced in connection with this RFP or any agreements related hereto shall be instituted in the appropriate courts in the Commonwealth of Pennsylvania.

5.3. Assignment.

The successful Respondent may not sell, assign, transfer or convey any rights or agreements associated with its Response, in whole or in part, without the prior written consent of the Owner.

5.4. Promotion.

Unless specifically authorized in writing by the Owner, Respondent will have no right to use, and shall not use, the name of the Owner (a) in any advertising, publicity, promotion; nor (b) to express or to imply an endorsement of the Respondent's products or services.

5.5. Indemnification.

Respondent agrees to hold harmless and indemnify the Owner, its officers, employees, agents, consultants and representatives, individually and collectively (for purposes of this section, the "**Indemnified Party**"), from and against, and shall assume all liability for, any and all losses, expenses, demands, claims or damages of any kind whatsoever (including loss of use), including losses, expenses, or damages sustained by the Indemnified Party, arising out of, related to, or in connection with the Respondent's preparation and submission of a Response and any actions Respondent takes in connection therewith, including, but not limited to, the actions of the Respondent's principals, members, directors, officers, employees, contractors, consultants, representatives and agents, and shall defend any suit or action brought against the Indemnified Party, based on any such alleged injury (including death) or damage (including loss of use), and shall pay all damages, judgments, costs, and expenses, including attorneys' fees in connection with said demands and claims resulting therefrom.

APPENDIX A
FORM OF GUARANTEED SAVINGS AGREEMENT

APPENDIX B
DESCRIPTION OF SITE

Brick building (former school) at 1705 Maple Street with surrounding parking lot (13 parking spaces along 17th Ave. and 28 parking spaces along 18th Ave.). The Google Link to the Site is as follows:
<https://goo.gl/maps/qff92tYxbKo6jRYE8>.

Supplementary information and data, including energy and water consumption and wastewater data, meter number, site drawings (if available), etc. are provided via remote storage. Username and password details will be provided to access the information.

2020 (as of 11/17/20):

Electric bill:	
Meter 1	\$3,850.95
Meter 2	\$15,147.66
Gas bill:	\$8,840.58
Water bill:	\$3,607.28
Total:	\$31,446.47

2019 (12 months):

Electric bill:	
Meter 1	\$6,112.66
Meter 2	\$22,684.42
Gas bill:	\$16,216.10
Water bill:	\$5,619.85
Total:	\$50,633.03

Steel Rivers COG existing utility contract sets a constraint on possible energy savings and energy generation measures: the combined benefits from energy saving and generation measures is not to produce a ‘net negative’ meter reading on any of the electricity meters. In other words, Steel Rivers COG is not to deliver net surplus electricity to the grid on the electricity meter reading cycle.

APPENDIX C

FORM OF ACKNOWLEDGEMENT OF ADDENDA

ACKNOWLEDGEMENT OF CHANGES

The undersigned respondent ("Respondent") hereby acknowledges receipt of the following notices, revisions or addenda to the Request for Proposals for the GSA issued on _____, 2020 by the Steel Rivers Council of Governments, Pennsylvania (the "RFP"). By indicating the date of receipt, Respondent acknowledges that the submitted response to the RFP (the "Response") takes into account the provisions of such notice, revision or addendum. Notwithstanding any provision to the contrary in the RFP or in any notice, revision or addenda thereto, the record of notice of the [Government Unit] to Respondent will take precedence. Respondent's failure to include provisions of changes in its Response may result in the rejection of the Response.

Addendum Number or Title of Addendum	Method of Receipt (mail, fax, picked up)	Date Received

Acknowledgement by Respondent:

Write the word "NONE" if no addenda have been issued:

Name of Respondent: _____

By Authorized Representative:

Signature: _____ Date: _____

Print or Type Name and Title: _____

**FAILURE TO COMPLETE THIS FORM PROPERLY MAY RESULT IN THE REJECTION OF
RESPONDENTS' RESPONSE**

APPENDIX D
SAMPLE LETTER OF INTENT

(NOTE: To be typed on Respondent's Letterhead. The Owner will accept no modifications to the language of this letter.)

_____, 2020

[Official]

[Owner]

[Address]

RE: Response to Request for Proposals (the "**RFP**"), dated _____, 2020, issued by the Steel Rivers Council of Governments (the "**Owner**") for a Guaranteed Savings Agreement ("**GSA**")

The undersigned, as Respondent (the "**Respondent**"), has submitted the attached response (the "**Response**") to the above-referenced RFP.

The Respondent hereby makes the following statements:

- (1) The Response contains accurate, factual, and complete information.
- (2) Respondent, if selected, shall enter into the GSA.
- (3) Respondent shall participate in good faith in the selection process as described in the RFP and adhere to the Owner's selection schedule.
- (4) Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Response prepared and submitted in response to the RFP, or any negotiations which result therefrom, shall be borne exclusively by the Respondent.
- (5) Respondent hereby declares that the only persons participating in this Response as principals are named herein and that no other person other than those mentioned herein has participated in the preparation of the Response or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Owner.
- (6) Respondent declares that this Response is made without connection with any other person, firm or parties that have submitted a Response, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
- (7) Respondent acknowledges and agrees that the Owner may modify, amend, suspend and/or terminate the selection process (in its sole judgment) and that, notwithstanding efforts of the Owner and the Respondent, the Owner may decide not to proceed with the GSA. In either case, neither the Owner nor its officers, agents or representatives will have any liability to the Respondent for any costs incurred by the Respondent with respect to the activities described in the RFP.

- (8) Respondent agrees that (a) by submitting a Response to the RFP, it is agreeing to all conditions, restrictions, releases and other provisions contained therein and (b) the submission of a Response constitutes a conclusive and binding representation by a Respondent that such Respondent has agreed to, and complied with, every requirement of the RFP.

Respondent shall sign and complete the space provided below. If a joint venture, authorized representatives of each company must sign.

[NAME OF RESPONDENT]

By: _____

Name:

Title:

APPENDIX E

LIST OF REQUIRED ITEMS

Item	Initial*
Response containing the items required in Section 3	
[\$20,000] Proposal Guarantee	
Letter of Intent	
Acknowledgment of Addenda	
Pennsylvania Certificate of Business Registration	
Surety Company Certificate	
Statement of Corporate Ownership	

* To be initialed by the person who signs the Letter of Intent to indicate that applicable item has been included in the Response.

APPENDIX F

PRELIMINARY AUDIT REPORT REQUIREMENTS

The Respondent shall develop a list of proposed Conservation Measures (“CMs”) with respect to each Site that the Respondent projects will be self-funding. With respect to each CM the Respondent should provide the following information.

- (1) **Description of CM.** Identify the Site and describe the equipment or building fabric to be replaced or modified and the proposed technology to be installed to achieve energy, water or wastewater savings.
- (2) **Construction Cost.** State the estimated installed capital cost of the CM.
- (3) **Expected Life.** State the expected useful life of the CM.
- (4) **Annual Savings.** State the dollar amount of estimated annual savings and provide supporting breakdown as follows:
 - a. **Electric Usage Savings.**
 - i. Annual quantity (kWh)
 - ii. Annual dollar savings (kWh x \$ rate)
 - b. **Electricity Demand Savings.**
 - i. Annual quantity (Kw)
 - ii. Annual dollar savings (kW x \$ rate)
 - c. **Natural Gas Savings.²**
 - i. Annual savings (therms)
 - ii. Annual dollar savings (therm x \$ rate)
 - d. **Water Savings.**
 - i. Annual savings (Kgal)
 - ii. Annual dollar savings (Kgal x \$ rate)
 - e. **Wastewater Savings.**
 - i. Annual savings (Kgal)
 - ii. Annual dollar savings (Kgal x \$ rate)
- (5) **Payback.** State the simple payback period in years based on the construction cost and the annual savings.
- (6) **M&V Option.** Describe the measurement and verification option under the International Performance Measurement & Verification Protocol (A, B, C, or D) that Respondent recommends for the CM and give the details of the approach for option C or D.
- (7) **M&V Fee.** Provide Respondent’s annual fee for conducting measurement and verification for the CM.

² Add additional fuels in the same format as appropriate.

APPENDIX G

PROJECT HISTORY AND CLIENT REFERENCES FORM

On separate 8-1/2" x 11" pages describe at least ten (10) completed guaranteed energy or water savings contracting projects in repayment with at least one (1) complete year of savings performance data currently under contract with the ESCO. To the extent possible, limit your response to those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to work on the Program.

Project Name and Location	
Number of Buildings	
Primary Use	
Total square footage	
Project Dollar Amount (installed project costs)	
Source of Project Financing	
Primary CMs Installed	
& ESCO Services Provided	
Construction Start & End Dates	
If the project was not completed on schedule, please explain.	
Dollar Value of Projected Annual Energy Savings	
Dollar Value of Projected Annual Water Savings	
Dollar Value of Guaranteed Annual Energy Savings	
Dollar Value of Guaranteed Annual Water Savings	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	
Provide names of owner(s)' representatives with whom the ESCO did business on this project. You should ensure that all representatives are familiar with this project. Also, provide CURRENT and ACCURATE telephone numbers and email addresses for the specified representatives. Do not include the ESCO's personnel as a reference.	
Describe the specific roles and responsibilities of ESCO personnel associated with the identified project. Limit your response to only those personnel who will be directly involved in the Program's projects.	
Identify the major subcontractors on this project, and describe their scope.	
ESCO Notes or Comments	

APPENDIX H

ENERGY, WATER & OTHER SAVINGS DATA FORM

Complete the following information for each of the ten (10) projects for which PROJECT HISTORY and CLIENT REFERENCES forms are submitted. Do not enter dollar values except for those rows where dollar values are the identified values.

ENERGY, WATER & OPERATIONAL SAVINGS DATA FORM							
Project Name & Location:							
Annual Savings (List Commodity Savings in Units – not Dollars)	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
Electric Demand (KW)							
Electric Energy (kWH)							
Natural Gas (therms)							
Fuel Oil (gallons)							
Steam (pounds)							
Water (gallons)							
Other (Specify)							
Material (\$)							
Maintenance Contracts (\$)							
Total Annual Savings (\$)							
ESCO Name or Comments:							

APPENDIX I, Page 1
Cost & Savings Estimate

CLIENT: STEEL RIVERS COG

DATE:	
ESCO NAME:	
CONTACT:	



OVERVIEW	PROJECTED TOTAL COSTS (\$)	PROJECTED TOTAL SAVINGS			SIMPLE PAYBACK (YEARS)
		AVERAGE ANNUAL SAVINGS (\$)	PROJECT LIFETIME SAVINGS (\$)	PROJECT LIFETIME (YEARS)	
ENERGY EFFICIENCY	\$0.00	\$0.00	\$0.00		#DIV/0!
ON-SITE RENEWABLE ENERGY GENERATION	\$0.00	\$0.00	\$0.00		#DIV/0!
PROJECT TOTAL	\$0.00	\$0.00	\$0.00		#DIV/0!

Please list your major energy conservation measures (ECMs) by category and total costs, average annual, savings, project lifetime savings, project lifetime & simple payback.

MAJOR ENERGY EFFICIENCY MEASURES	SHORT DESCRIPTION OF ECM(s)	PROJECTED TOTAL COSTS (\$)	PROJECTED TOTAL SAVINGS			SIMPLE PAYBACK (YEARS)
			ANNUAL SAVINGS (\$)	PROJECT LIFETIME SAVINGS (\$)	PROJECT LIFETIME (YEARS)	
BUILDING ENVELOPE						#DIV/0!
BUILDING CONTROLS						#DIV/0!
HVAC						#DIV/0!
LIGHTING						#DIV/0!
PLUMBING, WATER AND SEWER						#DIV/0!
ENERGY DEMAND MANAGEMENT						#DIV/0!
OTHER						#DIV/0!
ECM TOTAL						#DIV/0!

CLIENT: STEEL RIVERS COG

DATE:	
ESCO NAME:	
CONTACT:	



Please list your proposed renewable energy and distributed generation measures. If needed, insert new rows for additional measures. Please note that additional columns are added to the right of the description column.

EXISTING RENEWABLE ENERGY GENERATION (including details of the proposed Power Purchase Agreement)	DESCRIPTION OF MEASURE(S)	PROJECTED TOTAL COSTS (\$)	PROJECTED TOTAL SAVINGS			SIMPLE PAYBACK (YEARS)	PPA PRICE (CENTS/KWH)	SYSTEM CAPACITY (MW)	SYSTEM PRODUCTION (MWH/YEAR) FIRST YEAR	FOR	STUDY PRICE (CENTS/KWH)
			1ST YEAR SAVINGS (\$)	PROJECT LIFETIME SAVINGS (\$)	PROJECT LIFETIME (YEARS)						
GENERATION PROJECT #1						#DIV/0					
GENERATION PROJECT #2						#DIV/0					
	GENERATION TOTAL					#DIV/0					

DEFINITIONS		
Term	Description	Formula, If any
Average Annual \$ Savings	The sum of guaranteed \$ Savings divided by the <u>Project Lifetime</u> . Assumes that utility bill savings escalate at 2% per year. [NOTE: O&M Savings based on reduced costs for the client's current <u>third-party O&M contracts only</u> may be proposed.]	
Lifetime Savings	Each ESCO shall provide a Lifetime Savings Schedule in Energy and \$ units. The Lifetime Energy Savings Schedule shall be based on a fixed yearly degradation factor defined by the ESCO for the identified ECMs as a whole; and, separately, a fixed yearly degradation factor for the onsite renewables generation technology. The Lifetime Project \$ Savings Schedule shall be based on guaranteed annual utility bill savings in \$, assuming a fixed annual escalation rate of 2% for utility prices. [NOTE: O&M Savings based on reduced costs for the client's current third-party O&M contracts only may be proposed.]	
Project Lifetime	The number of years needed for the Project to finance ALL Project Costs (including borrowing costs) from guaranteed Annual \$ Savings (based on projection of avoided utility billing costs. [NOTE: O&M Savings based on reduced costs for the client's current third-party O&M contracts only may be proposed.]	
Simple Payback (Years)	The payback period is typically calculated as "simple" payback: divide the initial cost of the energysaving investment by the projected annual energy cost savings.	$\text{Simple Payback (Years)} = \frac{\text{Projected Total Costs (\$)}}{\text{Annual Savings (\$)}}$
PPA (Power Purchase Agreement) for Onsite Renewables Generation	Power Purchase Agreement (PPA) is a financial arrangement in which a third-party developer owns, operates, and maintains the photovoltaic (PV) system, and a host customer agrees to site the system on its property and purchases the system's electric output from the solar services provider for a predetermined period. This financial arrangement allows the host customer to receive stable and often low-cost electricity, while the solar services provider or another party acquires valuable financial benefits, such as tax credits and income generated from the sale of electricity. The duration of the agreement is based on the time it takes for the ESCO to pay its costs (including borrowing costs) and earn a rate of return. With this business model, the host customer buys the services produced by the onsite renewables-based system rather than the system itself. A PPA enables the host customer to avoid traditional barriers to the installation of on-site systems: high upfront capital costs, system performance risk, and complex design and permitting processes. Often, PPAs can be cash flow positive for the host customer from the day the system is commissioned.	
PPA Price (cents/kWh)	The ESCO must submit a PPA that provides a guaranteed price of electricity for the duration of the agreement. There are 2 options for completing the CSE exercise: 1) <u>Fixed Price Plan</u> – the customer is charged a fixed price per kWh delivered by the renewables-based system for the length of the Power Purchase Agreement; 2) <u>Fixed Price Escalation Plan</u> – the price the customer pays increases at a fixed annual rate of 2%.	
Utility Price (cents/kWh)	Price the customer is currently paying for energy service. Utility price escalation rate is fixed at 2% per year.	