

TEMPLATE

[Government Unit]

**Request for Proposals
for
Guaranteed Savings Agreement**

**Prepared on Behalf of
[Governing Body]**

Issue Date: _____, 20__

Due Date: _____, 20__

Notice: This template Request for Proposals (**RFP**) has been prepared for the Pennsylvania Sustainable Energy Finance (**PennSEF**) Program for use by Pennsylvania governmental units. It is intended to assist governmental units in the preparation of an RFP that complies with the procedural requirements of the Pennsylvania Guaranteed Energy Savings Act, 62 Pa.C.S. § 3752 et seq., and is for use in connection with the form Guaranteed Savings Agreement prepared for the PennSEF Program. It may not be appropriate for use outside the context of the PennSEF Program. It is intended solely as a template, and must be completed and modified to suit the governmental unit's particular circumstances and needs. A governmental unit making use of this template takes responsibility for the completeness, accuracy, and suitability for its purposes of any RFP that it issues.

Public Notice
[Government Unit]

Request for Proposals

Notice is hereby given that _____, _____ for the [Government Unit], _____, Commonwealth of Pennsylvania on _____, _____, 2015 at 2:00 p.m. at [Address] will accept proposals for the following:

Guaranteed Savings Agreements

The Request for Proposals packages are available in the Office of [Person/Address] and may be picked up during normal business hours, Monday through Friday, 9:00 a.m. to 4:00 p.m. [for a fee of _____]. Checks must be made out to the “[Government Unit]” and all payments must be submitted to the [Government Unit]]. Any additional information may be obtained from the Office of _____ by calling _____.

Responses to this Request for Proposals are being solicited in accordance with the Pennsylvania Guaranteed Energy Savings Act 62 Pa.C.S. § 3752 et seq.

Respondents are required to submit complete responses to this Request for Proposals (“**Responses**”) as instructed in this Request for Proposals.

By Order of

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction.

This Request for Proposals (“**RFP**”) is being undertaken by [Government Unit] (the “**Owner**”) pursuant to the Pennsylvania Guaranteed Energy Savings Act 62 Pa. C.S. § 3752 et. seq. (the “**Act**”). The [Governing Body] of the Owner has authorized [the project contemplated by] this RFP by [describe official action].

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, for the identification and installation of measures for the conservation of energy and water and reduction of wastewater (“**CMs**”) on property (the “[**Premises/Campus**]”) of the Owner at [Location]. The successful Respondent will be required under the GSA to conduct an investment grade audit (“**IGA**”) of [] buildings [and shared energy management equipment] located on the [Premises/Campus] 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. The buildings [and other locations] on the [Premises/Campus] to be evaluated in the IGA (the “**Sites**”) are identified in Appendix B. When Owner and the successful Respondent have agreed on the CMs and the construction price for the CMs to be installed under the GSA, and subject to completion of the construction financing as described below, the successful Respondent will construct 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 (“**PennSEF**”) Program. The PennSEF Program, administered by the Foundation for Renewable Energy and Environment (“**FREE**”) in collaboration with the Pennsylvania Treasury Department, provides pooled bond financing for projects that qualify under the Act and also provides assistance to program participants in connection with procurement and contracting under the program. This RFP is issued in reliance on the procurement provisions of the Act. After evaluation of Respondents’ submissions in accordance with the criteria set forth herein, the Owner will make a preliminary selection of one Respondent to prepare and submit a preliminary energy, water and wastewater audit (“**Preliminary Audit**”) in accordance with Appendix F. A Respondent that is not selected preliminarily may, but is not obligated to, also prepare a Preliminary Audit. The Owner expects to make a final selection based on its review of the Preliminary Audit Report or Reports it receives, and will make public the Preliminary Audit Report of the selected Respondent if one is selected.

Each 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.

1.3 Overview of Successful Respondent's Responsibilities

The Respondent selected by the Owner will be required to use PennSEF's standard GSA form, which is attached to this RFP as Appendix A. A Respondent may suggest modifications to the standard 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 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 its GSA.

The Respondent selected by the Owner shall provide complete 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, 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. If a Respondent discovers that its copy of the RFP is incomplete, it should immediately contact _____ at the above address. The Owner will make appropriate and reasonable arrangements with the Respondent to provide any missing items. 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.

This RFP has been 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
Pre-Response Site Visit.....
Deadline for Receipt of Written Questions.....
Deadline for Receipt of Responses (2:00 p.m. EST).....
[Respondent Interviews].....
Preliminary Selection of Respondent.....
Final Selection of Respondent

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

2.1 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:

- 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;
 - 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;
- Renewable and Other Distributed Generation
 - Solar photovoltaics;
 - Solar hot water systems;
 - Wind turbines;
 - Combined-heat-and-power systems;
 - Battery and other storage technologies;
 - Biomass-fired systems;
- 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 and auditing of energy service billing and meters; and
 - Equipment upgrades that improve accuracy of billable revenue generating systems.

[Insert here a description of specific CMs that Owner hopes to include and any requirements as to construction schedule.]

2.2 Submission of Responses.

Responses shall be submitted to the Owner on or before 2:00 p.m. E.S.T. on _____, 20___. Responses must be enclosed in an opaque, sealed envelope or box:

(1) addressed to:

[TITLE]
[Address]

(2) bearing the name and address of the Respondent written on the face of the envelope or box; and

(3) clearly marked “Response to Request for Proposals for Guaranteed Savings Agreements, [Owner Name]”.

One original copy of the Response with the signature of an authorized representative of the Respondent and [nine] copies, and one scanned digital copy of the Response in searchable PDF format on a compact disk, shall be submitted to the Owner. The original shall be unbound. Delivery shall be by hand delivery, certified mail/return receipt requested or overnight courier.

All Responses submitted will remain unopened until the specified deadline for receipt of the Responses. Any Response or portions thereof that are submitted and received after the specified deadline will be marked “received late” and will be returned unopened to the Respondent submitting it.

The delivery of the Response to the Owner on the above date and prior to the time specified herein is solely the responsibility of the Respondent. The Owner will not under any circumstances be responsible for the loss of, delay or non-delivery of any Response sent or delivered, by mail or otherwise, prior to opening the Response.

2.3 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.

2.4 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 on _____, 2015. The Pre-Response Site Visit will begin at _____, followed by a meeting to be held at the Owner’s offices at _____. 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 [electronic mail/and posted on ____ website], which must be noted on the Acknowledgment of Addenda form attached hereto as Appendix C.

2.5 Questions/Clarifications Request.

Questions or suggestions relating to this RFP, the GSA or the Sites may be submitted in writing by e-mail and/or fax to each of the following people for receipt by no later than _____:

[ADDRESS FOR QUESTIONS]

Respondents are instructed to notify the people listed 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 and (b) all conflicts, errors or discrepancies in this RFP, within forty-eight hours of their receipt of this RFP.

The form of GSA has been developed for the PennSEF Program, and no modifications will be made to the form of GSA without approval by FREE.

The Owner and its consultants will not be responsible for any failure to receive and/or respond to any questions submitted.

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 each 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.

If the Respondent chooses to include material of a proprietary nature in the Response, the Owner will use reasonable efforts to keep such material confidential to the extent permitted by applicable law. The Respondent must specifically identify each page of its Response that contains such information by properly marking the applicable pages as containing proprietary information. Preferably, any sections that contain material of a proprietary nature shall be severable or removable from the Response to assist the Owner in protecting this information. The Respondent also shall include the following notice in the introduction of the relevant Response:

The data on pages ___ identified by ___ and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to [Respondent's] competitive position. [Respondent] requests that such data be used only for the evaluation of the Response, and understands that disclosure will be limited only to the extent that the Owner determines it proper or to the extent that the Owner deems disclosure necessary according to law."

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 provide by a Respondent, whether or not designated as confidential, may be shared with FREE and its consultants to permit them to provide assistance through the PennSEF Program.

The Owner reserves the right to place any Responses on public display and/or make Responses available for public review.

N.B.: all of the above provisions are subject to the Owner's obligations to comply with Pennsylvania's Right-to-Know Law, 65 P.S. § 67.101, et. seq.

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 hand delivered to the Owner, by or on behalf of, an authorized representative of the Respondent, or the request is delivered by certified U.S. mail. The request to withdraw the Response must be received by the Owner prior to the specified deadline for receipt of the Responses. While the Owner will seek to honor such withdrawal request, the Owner shall incur no liability for failure to do so.] [Use of this paragraph is appropriate where the RFP identifies specific CMs that the Owner wishes to undertake and requests pricing on specific equipment it desires. Otherwise it can be omitted or modified to generally permit withdrawal.]

2.10 Disposal of Responses.

Following the conclusion of the selection process, the Owner shall dispose of any and all copies of responses by the Owner pursuant to this RFP in accordance with the state records management manual promulgated by the Commonwealth of Pennsylvania, Historical and Museum Commission. In no event will the Owner have any liability for any loss, damage or injury that may result from any disclosure or use of marked proprietary information or data.

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; Acknowledgment 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; Acknowledgment 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, Drinker Biddle & Reath LLP, Becker Capital 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, Drinker Biddle & Reath LLP, 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 must 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 Sites or any information or suggestions that the Respondent deems relevant to the Owner.

4. RESPONSE AND EVALUATION SELECTION.

4.1 Evaluation Criteria.

The Owner shall 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: [The following list of criteria is suggestive only and Owner should consider modifying it to suit its needs. In particular, where the Owner has identified particular CMs that it wishes to implement and has identified particular equipment or a class of equipment that it wishes to install, it may request firm pricing on that equipment. In that event, pricing for the specified equipment should be included among the selection 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
- 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
- Responsiveness and understanding of the [scope of work], and management of 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 for any or all of the Sites.
- 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 SITES**

**[DETAILED DESCRIPTION OF EACH SITE. INCLUDING THE FOLLOWING
TECHNICAL INFORMATION:**

- ENERGY AND WATER CONSUMPTION AND WASTEWATER DATA

- METER NUMBER

**- RESPONDENTS SHOULD HAVE PERMISSION TO REQUEST UTILITY DATA ON
USAGE]**

Site 1:

Site 2:

Site 3:

Site 4:

Site 5:

Site 6:

**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 _____, 2015 by the [Government Unit], 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 RESPONDENT’S 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.)

_____, 2015

[Official]
[Owner]
[Address]

RE: Response to Request for Proposals (the "**RFP**"), dated _____, 2015, issued by the [Government Unit] (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.¹**
 - i. Annual savings (Therm)
 - 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.

¹ 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	
Contract 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)							
Other (Specify)							
Material (\$)							
Maintenance Contracts (\$)							
Total Annual Savings (\$)							

ESCO Notes or Comments

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