



**Helping Children Learn**

**CARBON LEHIGH INTERMEDIATE UNIT #21  
4210 INDEPENDENCE DRIVE  
SCHNECKSVILLE, PA 18078**

**REQUEST FOR PROPOSAL (RFP)**

**ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES**

**PROPOSALS DUE ON OR BEFORE 11:00 AM (EST) on Wednesday, January 3, 2024**

**PROPOSAL SUBMITTED BY:**

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Company/Firm Name

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Address

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**CARBON LEHIGH INTERMEDIATE UNIT**

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# **CARBON LEHIGH INTERMEDIATE UNIT**

## **CARBON LEHIGH INTERMEDIATE UNIT #21**

### **PROPOSALS FOR:**

### **ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES**

Proposals will be received by the Carbon Lehigh Intermediate Unit #21 (CLIU) at the office of the Operations Manager at 4210 Independence Drive, Schnecksville, PA 18078 until 11:00 A.M. (EST), on Wednesday, January 3, 2024.

All Proposal responses shall be clearly marked on the envelope "**Proposal For: ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES**"

The Carbon Lehigh Intermediate Unit #21 reserves the right to reject any or all Proposals, in whole or in part, and to accept the Proposal, in whole or in part, that it determines best serves the interest of the Intermediate Unit as judged by them.

### **ANY QUESTIONS REGARDING THIS PROPOSAL SHOULD BE DIRECTED TO:**

**Duane Elsasser, Operations Manager**  
elsasserd@cliu.org

# CARBON LEHIGH INTERMEDIATE UNIT

## REQUEST FOR PROPOSAL (“RFP”)

### 1. GENERAL INFORMATION:

The Carbon Lehigh Intermediate Unit #21 (hereinafter referred to as “**CLIU21**”) is a student-centered education agency committed to excellence through service. The CLIU21 provides support and educational services for 14-member school districts within Carbon and Lehigh Counties as well as two (2) career technical institutes, multiple non-public schools and the Pennsylvania Department of Education initiatives and higher education projects. CLIU21 staff members provide a range of services that assist local education agencies in meeting state and federal standards. CLIU21 is an educational service agency that serves educators, students, administrators and school board members in Carbon and Lehigh Counties as a regional resource for county educators, students and school business officials. Services provided by CLIU21 include classroom instruction, continuing professional education programs, legislative updates, special education services, curriculum updates, technology services, human resource services, cooperative purchasing, and student transportation.

CLIU21 invites the submission of Proposals from *accredited* energy services companies (ESCOs) as defined by the Pennsylvania Guaranteed Energy Savings Act (GESA). Companies/agencies with demonstrated experience in this area, and with an interest in making their services available to CLIU21, are invited to respond to this RFP. For purposes of this RFP, “**ESCOs**” means the companies/agencies or individuals that submit Proposals in response to this RFP. The documents submitted will be referred to as “**Proposals**.”

The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy and facility services including, but not limited to, a facility energy review, design, acquisition, installation, training and commissioning of new and/or existing energy systems, as well as project monitoring and savings measurement and verification. Additional services may include operation and maintenance for all improvements and/or training of the CLIU21’s staff on routine maintenance and operation of systems.

The selected ESCO shall perform all services and functions as required in this RFP. The services contemplated are professional in nature. It is understood that the selected ESCO acting as an individual, partnership, corporation or other legal entity, is of professional status, and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the CLIU21.

The ESCO must be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier, shall be competent to perform the services required under this RFP document.

### 2. SCOPE OF SERVICES:

The objective of the CLIU 21 in issuing this RFP is to maximize energy and operational cost savings to pay for upgrades to the CLIU21 facilities and provide services that will be financed through a Guaranteed Energy Savings Contract (GESC). It is expected that savings and/or guarantees provided by the ESCO selected pursuant to this RFP will fully offset the project costs involved for CLIU 21.

The CLIU21 is interested in contracting for a full range of energy services and energy---related capital improvements designed to reduce energy use and related costs at its facility/facilities. These services and improvements are to be delivered on an energy performance contracting basis, which will allow the CLIU21 to:

- a) Incur no initial capital cost,
- b) Achieve significant long-term savings which are measured and verified,
- c) Obtain an annual savings guarantee which will be equal to or greater than the total annual project costs,
- d) Obtain consistent levels of occupant comfort and system functionality,
- e) Capture environmental benefits such as hazardous material disposal, and
- f) Finance the project through an installment payment or a lease purchase arrangement over an extended contract term.

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ESCOs should propose arrangements for acquisition, financing, and ownership of equipment to be installed as part of this project that responsibly maximize the net economic benefit to CLIU21 or reduce the risk to CLIU21.

The ESCO selected will be expected to:

- A. Provide comprehensive performance services, including but not limited to:
  - 1.) Performance of an investment quality Comprehensive Performance Audit to identify measures to reduce operating costs for all energy sources/systems -
    - i. Mechanical Systems (HVAC, energy management and control systems, water systems, generator, distribution systems, etc.)
    - ii. Lighting Systems – Indoor/outdoor lighting systems, controls, strategies
    - iii. Building Envelope Systems – Windows, insulation, weatherization, etc.
  - 2.) Engineering, design, and specifications for the proposed equipment or systems.
  - 3.) Submission of a financial analysis of proposed projects including a guarantee of performance and cost savings.
  - 4.) Services associated with the procurement, installation, and commissioning of new equipment and systems.
  - 5.) Staff training on proposed equipment or systems.
  - 6.) Savings/revenue enhancements performance guarantees.
- B. Identify measures that can be taken to reduce operating costs for all activities and energy sources including LP gas and electricity and to reduce consumption for heating, cooling, ventilation, refrigeration, lighting, water heating, and other systems in each facility. Measures may involve controlling, modifying, adding, or replacing equipment and systems.
- C. The proposed contract resulting from the Comprehensive Performance Audit shall include a table of the identified measures that lists in detail, the costs and benefits of each measure to allow CLIU21 to select the group of measures to be included in the final contract.
- D. Structure the terms of CLIU21's obligation to pay for the services provided on a performance-contracting basis. The savings and/or guarantees provided by the ESCO selected pursuant to the RFP will fully offset the project costs involved for CLIU 21.

### 3. TERMS OF CONTRACT:

**Contract Term.** No contract shall exceed twenty (20) years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO, and the CLIU21 based on authorizing legislation, final project scope and financial factors.

**Guarantee.** The project must result in a guaranteed minimum annual energy and operational savings, as well as defined levels of occupant comfort, and maintenance, monitoring, training or other services. The goal of this project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance, monitoring, training and other services, on an annual basis, for the duration of the contract term.

**Financial Review.** Detailed financial projections of project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of the Facility Review and negotiation of the final project scope and structure.

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### 4. GENERAL INFORMATION AND GUIDELINES:

ESCOs must communicate only with the CLIU21 Operations Manager. All questions or request for clarification must be in writing, sent by mail or email, and directed to the attention of Duane Elsasser, [elsasserd@cliu.org](mailto:elsasserd@cliu.org). All questions must be received no later than 4:00 p.m. Eastern Standard Time, on Thursday, December 21, 2023. The face of each envelope or the fax cover sheet must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for Energy Savings Performance Contracting Services for CLIU21. No telephone calls will be accepted unless the questions are general in nature.

### 5. DEADLINE/PROCEDURES FOR SUBMITTING PROPOSALS:

To be assured of consideration, Proposals must be received by CLIU21 no later than 11:00 a.m. Eastern Standard Time, on Wednesday, January 3, 2024.

CLIU21 may, but is not required to, accept Proposals that are not received by the date and time set forth above. The CLIU21 Executive Team will determine whether to accept or return late Proposals. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the ESCO from the deadline requirement. It is the ESCO’s sole responsibility to ensure that the Proposal is received as required.

Proposals must be delivered to the following address:

Duane Elsasser, Operations Manager  
Carbon Lehigh Intermediate Unit #21  
4210 Independence Drive  
Schnecksville, PA 18078

ESCO must submit one (1) hardcopy original and two (2) duplicate hardcopies of the Proposal. The original documents must be clearly marked as “ORIGINAL” and must bear the original signature of an authorized corporate agent on all documents requiring a signature. ESCO must enclose all documents in sealed envelopes or packages. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed  
Request for Proposals (RFP) for Energy Savings Performance Contracting Services for CLIU21  
Due: 11:00 a.m. EST, Wednesday, January 3, 2024  
Submitted by: (Name of ESCO)  
Package \_\_\_\_\_ of \_\_\_\_\_

### 6. PROCUREMENT PROCESS:

The evaluation and selection of an ESCO, and the negotiation and procurement of services, will proceed as follows:

**ESCO Site Visits.** A Site Visit will be held on Monday, December 4, 2023, at 10 a.m. local time. The Site Visit will be held at the CLIU21 Administration Building – 4210 Independence Drive, Schnecksville, PA 18078. The Site Visit is for general familiarity with the buildings. Registration for the Site Visit must be sent via email to Duane Elsasser at [elsasserd@cliu.org](mailto:elsasserd@cliu.org) and must be received a minimum of one week before the Site Visit.

**Submission of Written Proposals.** ESCOs interested in providing the services requested must respond in writing by the date and time specified in the RFP. All submissions become the property of CLIU21 and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

**Response Review and Selection of ESCO.** CLIU21 will review and evaluate the ESCO’s written responses to this RFP in accordance with the Evaluation Criteria identified in Part 2 of this document. The ESCO’s client references will also be contacted and evaluated.

**CLIU21 reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received, and to accept any submissions if deemed in the best interest of CLIU21 to do so. CLIU21 will determine how well ESCOs meet the requirements and evaluation**

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**criteria. The CLIU21 will rank responses, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. ESCOs that fail to meet minimum requirements will not be considered.**

**ESCO Ranking.** Based on results from the written responses to the RFP and client reference responses, CLIU21 will rank the ESCOs. Each ESCO will be ranked based on how their response satisfies the evaluation criteria. A Facility Review of the CLIU 21 buildings will follow with the top---ranked ESCO.

**Development of Guaranteed Energy Savings Contract.** After completion of the facility review, CLIU21 intends to negotiate a Guaranteed Energy Savings Contract (GESC). If an acceptable GESC cannot be negotiated within sixty days from the date of acceptance of the facility evaluation, negotiations with the next---ranked ESCO may be initiated. CLIU21 may elect to accomplish the work in one or more phases by entering into one or more GESCs based on the recommendations of the ESCO or determination by the CLIU21 that it is in the CLIU21's best interest to do so.

To aid ESCOs in their response to this RFP, the following information is attached:

- A. PROPOSED PROJECT SCHEDULE**
- B. EVALUATION CRITERIA**
- C. INSTRUCTIONS TO ESCOS**
- D. OVERVIEW OF TERMS AND CONDITIONS**

### **A. PROPOSED PROJECT SCHEDULE**

The following is the proposed project schedule, which may be adjusted as necessary during the procurement of services.

| <b>Key Activity</b>  | <b>Target Date</b> |
|--|--------------------|
| RFP issuance, publication  | November 2023      |
| Site Visit   | December 4, 2023   |
| Proposals Due – NO EXTENSIONS WILL BE GRANTED                            | January 3, 2024    |
| Public opening at CLIU21 Administrative Offices                          | January 3, 2024    |
| Review of RFP Responses  | January 5, 2024    |
| Selection of ESCO (if applicable)  | January 12, 2024   |
| Facility Review and confirmation of scope, pricing and contract language | January 17, 2024   |
| Award of a Guaranteed Energy Savings Contract                            | January 24, 2024   |

### **B. EVALUATION CRITERIA**

**Evaluation of Responses.** Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written responses.

#### **Experience and Qualifications**

- Qualifications, expertise and experience of ESCOs' personnel with guaranteed energy savings contracts.
- National Association of Energy Service Companies (NAESCO) accreditation.
- Customer references.
- Overview of past projects.
- A proven track record of performing all necessary project work as part of the turnkey project solution.
- Clarity, organization and level of detail in written response.
- Approach to equipment, vendor and service installation neutrality.

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## **Technical Approach**

- Quality of a proposed technical approach to conducting a facility energy review, including methods of analysis and understanding of existing building systems and conditions.
- Quality of the Sample Facility Review.
- Quality of proposed training for facility staff.
- Quality of approach to savings measurement and verification.

## **Project Management Approach**

- Ability to effectively manage project construction and complete projects on schedule.
- Clear assignment of responsibility for various project tasks to specific individuals.
- Quality of approach to project commissioning.

## **Financial Standing**

- Financial soundness and stability of the ESCO.
- Demonstrated ability to arrange project financing.
- Adequate bonding capability.

## **C. INSTRUCTIONS TO ESCOs**

**Failure to complete any question in whole or in part, or any deliberate attempt by the ESCO to mislead the CLIU21, may be used as grounds to disqualify the responding ESCO. The response requirements are detailed in Sections 4 and 5.**

### **PROPOSAL SUBMITTAL INFORMATION**

ESCOs that wish to have responses considered by the CLIU21 must submit one sealed response (faxed or emailed copies will not be considered), by January 3, 2024, at 11:00 a.m.. to the following:

Duane Elsasser, Operations Manager  
Carbon Lehigh Intermediate Unit #21  
4210 Independence Drive  
Schnecksville, PA 18078

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8½" x 11" sheets of paper, and number and title each answer to the corresponding category. Double--sided printing is acceptable. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents which indicates the section and page numbers corresponding to the information included.

**All the following information (1 through 6) must be provided by the ESCO in order for this response to be properly completed. Failure to answer any question, provide requested information or comply with any directive contained in this RFP may be used by the CLIU21 as grounds to find the ESCO ineligible. If a question or directive does not pertain to your company in any way, please indicate with the symbol "N/A."**

### **1. Executive Summary**

Summarize the scope of services offered by your company (design, financial, operations, maintenance, training, etc.) for this project including the added value of your company's services.



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## 2. Experience and Qualifications

Please provide the ESCO name and address and the names and titles of two (2) primary customer representatives. Provide the number of years ESCO has been in business and parent company information.

Provide demonstration of accreditation as an Energy Service Company (ESCO) or an Energy Service Provider (ESP) from the National Association of Energy Services Companies (NAESCO), along with any other relevant technical qualifications.

Identify ESCO’s legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation. State that your company is not currently under suspension or debarment by any government entity, and that it does not owe any back taxes. Describe any pending lawsuits against your company.

Include resumes and key responsibilities of all ESCO personnel who will be directly involved in this project, if selected.

Provide a minimum of ten (10) K-12 Performance Contract references, with executed work in excess of \$1,000,000 for each reference identified, that have been implemented by your firm. References based upon employment of any individual with a previous ESCO or company, or those of potential subcontractors, may not be included.

## 3. Technical Approach

Describe your company’s technical design approach, and the process utilized to assure that the technical approach will meet CLIU21’s needs.

Describe:

- The facilities’ existing conditions
- Your recommended solutions for the project

Provide high level Energy Conservation Measure (ECM) recommendations and cost/savings estimates for the two (2) following sample buildings:

Carbon Lehigh Intermediate Unit 21 Administration Building

Carbon Lehigh Intermediate Unit 21 Transportation Facilities

A one---day walk---through will be scheduled for all potential bidders to view both buildings. Utility data and floor plans for the building will be made available. Summarize your recommendations on the table below. Detailed analysis of all facilities will follow with the selected provider.

| <b>Building Name: CLIU21 Administration Building</b><br><i>List recommended Energy Conservation Measures (ECMs) in order of ESCO's deemed priority for implementation</i> |                 |                                       |                                       |  |
|---|-----------------|---------------------------------------|---------------------------------------|--|
| ECM NO.   | ECM Description | Estimated Installed Cost<br>(+/- 10%) | Estimated Energy Savings<br>(+/- 10%) | Estimated Operational Savings<br>(+/- 10%) |
|   |                 |                                       |                                       |  |
|   |                 |                                       |                                       |  |
|   |                 |                                       |                                       |  |
|   |                 |                                       |                                       |  |
|   |                 |                                       |                                       |  |
|   |                 |                                       |                                       |  |



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### 5. Financial Overview

Provide financial information which must include the most recent Annual Report and audited Financial Statement.

Enclose banking references including financial institution, address, contact person, telephone number, and specific information on your company's credit that may be used to fund construction for large scale projects.

Enclose bonding references including name and contact information of bonding agent.

Describe your company's approach to arranging financing for this project, if requested by CLIU21.

### 6. Supporting Documents

Include any supporting documents you deem appropriate which demonstrate your company's experience and qualifications, technical approach, performance contracting approach, project management approach and financial standing.

## D. OVERVIEW OF TERMS AND CONDITIONS

*This information is provided so all responding ESCOs are aware of the CLIU21's Terms and Conditions, in the event they are selected to perform the facility review on behalf of the CLIU21.*

- a. **Contract Term.** No contract shall exceed twenty (20) years in duration and may be subject to annual appropriations. The duration of a contract will be mutually determined between the ESCO and the CLIU21 based on authorizing legislation, final project scope and financial factors.
- b. **Guarantee.** A project must result in a guaranteed minimum annual energy, water and O&M savings guarantee, as well as defined levels of occupant comfort, and maintenance, monitoring, training or other services. The goal of a project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance, monitoring, training and other services, on an annual basis, for the duration of the contract term.
- c. **Financial Review.** Detailed financial projections of project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of the facility review and the negotiation of the project structure.
- d. **Insurance.** Prior to the commencement of work, the successful ESCO must provide evidence of insurance for the construction phase of the project. By submitting a proposal, each ESCO agrees to furnish and maintain, at its own expense, insurance covering all operations under the contract, whether performed by the ESCO or its subcontractors, if any, including, without limitation, workers' compensation insurance, employers' liability insurance and commercial general liability insurance. At any time, following contract award, the ESCO shall submit to the CLIU21 certificates of insurance satisfactory of insurance coverage or its policies upon request of the CLIU21. The ESCO shall have its general liability insurance endorsed to provide that the CLIU21, a body politic and corporate, and its Board members, employees, agents, officers, officials and any other entity as may be designated by the CLIU21, are listed as "ADDITIONAL INSURED---OWNERS, LESSEES OR CONTRACTORS" – on primary basis, without recourse or right of contribution. The ESCO shall require its insurer(s) to submit insurance certificate(s) naming the CLIU21 as certificate holder and evidencing coverage maintained by the ESCO indicating that (1) the CLIU21, and its Board members, employees, agents, officers, officials, and such other parties as may be designated by the CLIU21 are additional insured on the general liability insurance and (2) the insurer will provide 30 days prior written notice of cancellation, or non---renewal to the Director of Business Services or authorized official of the CLIU21. The ESCO shall require any subcontractors under the contract to maintain comparable insurance which shall name the ESCO, the CLIU21 inclusive of its Board members, employees, agents, officers, officials and other entity designated by the CLIU21 as Additional

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Insured. The ESCO will maintain a file of subcontractors' insurance certificates evidencing compliance with these requirements.

Coverage limits shall be in accordance with the requirements listed below. ESCO is required to name CLIU21 as additional insured's, primary & non-contributory on ESCO's General Liability policy using form # CG2010 11/85 or its equivalent (including Completed Operations). ESCO is to maintain CGL coverage including the Additional Insured provision, for a period of 3 years after completion of any work. It is hereby understood and agreed that any Insurance obtained by CLIU21 is deemed excess, non-contributory and not co-primary in relation to the coverage procured by the Subcontractor.

ESCO shall provide to CLIU21 prior to commencement of work a certificate from the insurance companies that such insurance is in force and will not be canceled without thirty (30) days written notice to CLIU21. Each insured providing insurance coverage as required by this agreement shall be licensed, admitted insured authorized to issue such coverage in the state where the Project is located, and shall have at least an "A-" (excellent) rating or better by A.M. Best Co.

- e. **Amount of Insurance.** ESCO will be required to take out and maintain, at its sole cost and expense, the following insurance coverage during the term of the Project:

Required Limits shall be:

**Minimum Commercial General Liability Coverage (Occurrence Basis):**

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

\$1,000,000 Any One Occurrence (Coverage A)

\$1,000,000 Any One Person or Organization (Coverage B)

Per Project General Aggregate

**Minimum Automotive Liability Coverage:**

\$1,000,000 Each Accident (written on a comprehensive basis)

**Minimum Employers Liability Coverage (Coverage B on the Workers' Compensation policy):**

\$100,000 Each Accident

\$100,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

**Minimum Umbrella/Excess Liability Coverage**

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

**Indemnification and Waiver of Subrogation**

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless CLIU21, their subcontractors, the architect/engineer, the Owners and their agents, consultants and employees (the indemnittees) from all claims for bodily injury and property damage that may arise from performance of the subcontracted work by the subcontractor, the subcontractor's subcontractors or anyone employed directly or indirectly by them or by anyone for whose acts they may be liable. Subcontractor waives all rights against Contractor and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements above.

- f. **Prevailing Wage.** All laborers, workers and mechanics employed by or on behalf of the ESCO and/or CLIU21 in the construction of public works may be subject to the Pennsylvania Prevailing Wage Law.

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- g. **ESCO Responsibility.** The selected ESCO will be required to assume total responsibility for all services and/or equipment offered in the Proposal/Project. The selected ESCO is responsible for obtaining all applicable permits, reviews and meeting all licensing requirements. The selected ESCO will be considered the Prime Contractor and the point of contact with regard to the Project.

The selected ESCO will be required to follow all State/Federal procurement policies, procedures and guidelines for procurement of materials, services, and construction under the authority of the Procurement Code.

The selected ESCO will include minority and women-owned businesses during any solicitation process in an effort to give them opportunity to participate in all available contracts as defined in the Code of Federal Regulations (§ 1223.21 Promoting diversity and ensuring inclusion in all business and activities).

The selected ESCO shall be required to provide construction payment and performance bonds in the amount of 100% of the total financed project cost.

### 7. HOLD HARMLESS:

The ESCO agrees that CLIU21 will be indemnified against any loss, damage, or expenses of any kind that may occur during the process of this Contract.

The CLIU21 is not responsible for costs or damages incurred by ESCOs, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or participating in any conferences, site visits, product/system demonstrations, or presentations or negotiations.

### 8. PROPOSAL EVALUATION:

An Evaluation Committee (“EC”) MAY review and evaluate the Proposals, as described below. An EC may include representatives from the CLIU21 Executive Team and representatives of other departments,

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the ESCO’s Proposal. This phase will involve an assessment of the ESCO’s compliance with and adherence to all submittal requirements outlined in this RFP. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsive” and rated non-Responsive. Proposals providing responses to all sections will be eligible for a detailed analysis in the next phase of evaluation.

The EC will evaluate the extent to which an ESCO’s Proposal meets the program objectives set forth in the RFP. This will include a detailed analysis of the ESCO’s qualifications, experience, proposed implementation plan, cost proposal and other factors based on the evaluation criteria outlined below.

As part of the evaluation process, the EC will review information required for each Proposal received. The EC may also review other information gained by checking references and by investigating the ESCO’s financial condition.

CLIU21 reserves the right to seek clarification of any information that is submitted by any ESCO in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by an ESCO may void the Proposal and eliminate the ESCO from further consideration.

CLIU21 reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

In addition, the EC will review the ESCO’s Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outline in the RFP using the following criteria (not

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necessarily listed in order of importance):

- Professional Competence – Professional Qualifications/Specialized Experience and Past/Current Performance of other Contracts
- Professional Qualifications/Specialized Experience and Local Availability of ESCO's Key Personnel
- Quality, Comprehensiveness and Adequacy of proposed Implementation Plan
- Cost Proposal
- Legal Actions
- Financial Stability
- Degree to which ESCO accepts the CLIU21 Terms and Conditions

After the EC completes its review of Proposals, it may submit to the Operations Manager a recommended short list of ESCOs, or the EC may submit a recommendation to select one ESCO, or a recommendation to reject any or all Proposals.

If the EC submits a short list of ESCOs for further review, then, in the sole discretion of the Operations Manager, those short-listed ESCOs may be subject to a site visit and/or invited to appear before the EC for an oral presentation to clarify in more detail information that was submitted in ESCO's Proposal; and/or to ask ESCO to respond to additional questions.

The EC will then make a final evaluation, including a final ranking of the ESCOs, and will submit a recommendation to the Operations Manager.

CLIU21 reserves the right to terminate this RFP solicitation at any time if the EC determines this action to be in CLIU21's best interests. The receipt of Proposals or other documents will in no way obligate the CLIU21 to enter into any contract of any kind with any party.

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**PROPOSAL FOR ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES**

Duane Elsasser, Operations Manager  
Carbon Lehigh Intermediate Unit #21  
4210 Independence Drive  
Schnecksville, PA 18078

We, the undersigned, herewith propose and agree to furnish Energy Savings Performance Contracting services (as described in the attached Proposal) to the Carbon Lehigh Intermediate Unit #21, 4210 Independence Drive, Schnecksville, PA 18078-2599. The undersigned certifies having read and fully understand the specifications and warrants that it is ready, willing and able to perform said services to the full satisfaction of the Carbon Lehigh Intermediate Unit #21.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
EMAIL

# CARBON LEHIGH INTERMEDIATE UNIT

## APPENDIX I

### FACILITIES TO BE ANALYZED

Each building to be included in the project shall be identified and described in the following form.

Date: \_\_\_\_\_

Name of Governmental Unit: Carbon Lehigh Intermediate Unit #21

Contact Person: Duane Elsasser Title: Operations Manager

Phone: 610-769-4111 ext. 1280

Email: elsasserd@cliu.org

Address of Building or Complex: 4210 Independence Drive, Schnecksville, PA 18078

Building Name: Central Office

Total Floors: 3

Building Age: 17 Years Built in: 2006

Building Type: Office

Building Total Square Footage: 75,000 sq. ft.

Additions/Renovations: None

Operating Schedule: Daily: 6:30 a.m. – 9:30 p.m.

Weekend: As Needed

### **Issues to be Addressed by Performance Contract**

Interior Lighting Replacement, Generator



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Date: \_\_\_\_\_

Name of Governmental Unit: Carbon Lehigh Intermediate Unit #21

Contact Person: Duane Elsasser Title: Operations Manager

Phone: 610-769-4111 ext. 1280

Email: elsasserd@cliu.org

Address of Building or Complex: 4850 W. Mountain View Drive, Walnutport PA 18088

Building Name: Transportation Center

Total Floors: 1

Building Age: 20 Years Built in: 2003

Building Type: Office, Garage, Warehouse

Building Total Square Footage: 19,797 sq. ft.

Additions/Renovations: None

Operating Schedule: Daily: 5:30 a.m. – 7:30 p.m.

Weekend: As Needed

### **Issues to be Addressed by Performance Contract**

Interior Lighting Replacement