

**DGS GESA 2018-2 FIN.1**  
**Department of Conservation and Natural Resources**  
**State Parks and Forests, Central Region**  
**Pennsylvania**

**Energy Financing Providers**



**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF GENERAL SERVICES**  
**HARRISBURG**

**Tom Wolf**  
**Governor**

**Curt Topper**  
**Secretary**

# **GESA 2018-2 FIN.1**

## **DCNR – Central Region**

### **TABLE OF CONTENTS**

1. Notice to Financial Bidders
2. Instructions to Financial Bidders for GESA Project
3. Financial Bid Proposal for GESA Project which includes:
  - a. Responsiveness Checklist
  - b. General Information
  - c. Certification and Bid Signature Page

The below documents, which are a part of this financing solicitation, can be found on the project page on the DGS website at:

<https://www.dgs.pa.gov/Facilities/Energy-Savings-Program/Pages/2018-2-DCNR-Central-Region.aspx>

4. Installment Purchase Agreement and Payment Schedule with Exhibits containing:
  - a. GESA Contract
    - i. Contract Bonds
    - ii. Scope of Work
    - iii. Assured Performance Guarantee for GESA Contract
  - b. Form of Acceptance Certificate
  - c. Payment Schedule
5. Other GESA Contract Documents Including:
  - a. Request for Quote (RFQ) for GESA Contractor
  - b. General Conditions
  - c. Bulletins
6. Investment Grade Audit

**NOTICE TO FINANCIAL BIDDERS**

Department of General Services, Office of Energy and Resource Management, 401 North Street, Harrisburg, Pennsylvania 17120

It is the responsibility of each bidder to ensure that its bid is received by the Department of General Services prior to the date and time set for the bid opening. No bid shall be considered if it arrives after the Bid Opening Date and Time, regardless of reason for the late arrival.

Financing.....Energy Financial Provider for  
Guaranteed Energy Savings Act Project

Project Location.....DCNR – State Parks & Forests  
Central Region, Pennsylvania

Professional.....Department of General Services  
Energy and Resource Management Office

Agency .....Department of Conservation & Natural Resources

Brief Description.....This solicitation seeks financing for the GESA Contract described in the Bidding Documents including the Investment Grade Audit (IGA). The Bidder / Energy Financial Provider (“Financer”) will be required to execute the Installment Purchase Agreement and Payment Schedule included in the Bidding Documents. The GESA Contract Documents are included with the Bidding Documents.

Bid Opening Date and Time .....**Friday, May 8, 2020 at 2:00 PM**

Contract Numbers.....DGS GESA 2018-2 FIN.1  
.....DCNR Central Region GESA Financing  
Collective No.: CN00038818

Proposed Term of Financing..... 18 years starting 12 months after completed construction

Proposal Period .....60 Days allowed from Bid Opening until Notice of Selection

Bidder / Financer is expected to hold interest rates for 120 days from the date and time of Bid Opening.

**MANDATORY Vendor Registration: All Bidders must be registered to and must have a current & active PA Vendor Number. Register at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us)**

Contact Office: .....Department of General Services,  
.....Energy & Resource Management Office  
.....ATTN: Becky Tomlinson / Bidder Services  
.....401 North Street  
.....Room 403 North Office Building  
.....Harrisburg, PA 17120

For information on the project contact:  
Becky Tomlinson (717) 705-5946 or retomlinso@pa.gov

The Instructions to Financial Bidders for GESA Projects, Installment Purchase Agreement, and the GESA contract documents are incorporated into and apply to this project.

### **PRE-BID CONFERENCE**

No pre-bid conference will be scheduled

### **FREQUENTLY ASKED QUESTIONS**

**Question:** How long does the Commonwealth expect the lender / contractor to hold the financing rate?

**Answer:** 120 days.

**Question:** When does the Commonwealth expect to complete / close the financing?

**Answer:** Upon full execution of both the 1) Installment Purchase Agreement by the Financer and Funding Agency and 2) GESA contract by the GESA Contractor and Funding Agency. This will occur within 120 days from the date of the Notice of Selection (i.e. award of contract to a Financer).

**Question:** Is the Commonwealth open to a rate index?

**Answer:** No, a fixed rate is required. Please refer to the bid proposal.

**Question:** Please clarify the proposal period – is it 60 days until selection of the finance company and an additional 60 days until closing? Or is it 60 days between the selection of finance company & closing?

**Answer:** DGS has up to 60 days from the Proposal Submission Deadline to issue a Notice of Selection. Closing may take up to 120 days after Notice of Selection.

**INSTRUCTIONS  
TO  
FINANCIAL BIDDERS  
FOR GESA PROJECT  
GESA 2018-2 FIN.1**



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

**DEPARTMENT OF CONSERVATION AND NATURAL  
RESOURCES  
STATE PARKS & FORESTS  
CENTRAL REGION, PENNSYLVANIA**

## TABLE OF CONTENTS

<u>SECTIONS</u>	<u>PAGE NO.</u>
1. FINANCING TO BE PROVIDED	1
2. FAMILIARITY WITH PROPOSED GESA CONTRACT WORK	1
3. INTERPRETATION OF CONTRACT DOCUMENTS	1
4. SUBMISSION OF BIDS	1
5. SIGNING OF THE BID	1
6. AWARD TO A FOREIGN CORPORATION	2
7. TIMELY DELIVERY OF BID PROPOSAL	2
8. DELIVERY OF BID IN CLEARLY MARKED ENVELOPE	2
9. WITHDRAWAL OR MODIFICATION OF A BID PRIOR TO BID OPENING	2
10. BID OPENING PROCEDURE	2
11. REJECTION OF BID	3
12. WITHDRAWAL OF BIDS AFTER BID OPENING	3
13. EXPERIENCE QUESTIONNAIRE & FINANCIAL STATEMENT PROVIDED ON REQUEST	3
14. COLLUSIVE BIDS WILL BE REJECTED	3
15. BID PROTEST PROCEDURE	3
16. BIDDER CERTIFIED NOT UNDER DEBARMENT	4
17. REIMBURSEMENT OF COSTS OF INSPECTOR GENERAL INVESTIGATION	4
18. CURRENT LIST OF SUSPENDED AND DEBARRED CONTRACTORS	4
19. ASSIGNMENT OF ANTITRUST CLAIMS	4

<b><u>SECTIONS</u></b>	<b><u>PAGE NO.</u></b>
20. CONTRACTOR INTEGRITY PROVISIONS	4
21. AWARD OF INSTALLMENT PURCHASE AGREEMENT (i.e., CONTRACT)	8
22. EXECUTION OF INSTALLMENT PURCHASE AGREEMENT	9
23. FAILURE TO EXECUTE INSTALLMENT PURCHASE AGREEMENT	9
24. VETERAN'S PREFERENCE	9
25. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT	9
26. ENERGY FINANCE PROVIDERS BID PACKAGE CONTENTS	10

**FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN THE  
REJECTION OF THE BID AS NOT RESPONSIVE.**

**SECTION 1. FINANCING TO BE PROVIDED.** The financing to be provided is for the GESA Contract described in the bidding documents and the Investment Grade Audit (IGA). The GESA Contract Documents may be inspected during regular business hours at the Energy and Resource Management Office of the Department of General Services, located at Room 403, 401 North Street, Harrisburg, Pennsylvania 17120. The successful Bidder / Energy Financial Provider ("Financer") will be required to execute the Installment Purchase Agreement and Payment Schedule included in the Bidding Documents.

**SECTION 2. FAMILIARITY WITH PROPOSED GESA CONTRACT WORK.** The Bidder is responsible for its due diligence regarding the Investment Grade Audit (IGA) and for examining the nature and location of the GESA Contract Work. The Bidder shall also examine the Installment Purchase Agreement and proposed GESA Contract Documents pertaining to the Project. After the award of the contract, the Financer may not submit any claim alleging insufficient data, incorrectly assumed conditions, or misunderstanding with regard to matters for which no such clarification was sought during the bidding phase of the Project.

**SECTION 3. INTERPRETATION OF BIDDING DOCUMENTS.**

- A. Requests for Interpretation (RFI) during the bid stage **shall be submitted in writing/email** to the name and address found in the Notice to Bidders. All RFIs related to the proposed Work or proposed contract documents must be received, in writing, by the Department, **no later than close of business five (5) days prior to the Bid Opening Date.** Only written RFIs received no later than five (5) days prior to the date fixed for the opening of bids will be considered by the Department. If a request is received within 5 days of the bid opening date, the Department may, in its sole discretion, answer the request. Requests via emails shall be considered "written" requests.
- B. **NEITHER THE DEPARTMENT NOR ANY REPRESENTATIVE OF THE FUNDING AGENCY SHOULD BE ASKED TO PROVIDE ANY ORAL INTERPRETATION TO ANY BIDDER RFI OF THE GESA CONTRACT DOCUMENTS. ANY CONVERSATION BETWEEN A BIDDER AND EITHER THE DEPARTMENT, OR THE REPRESENTATIVE OF THE FUNDING AGENCY FOR WHOM THE PROJECT IS BEING CONSTRUCTED, SHOULD NOT BE RELIED UPON BY ANY BIDDER, IS NOT BINDING UPON THE DEPARTMENT, AND SHALL NOT BECOME PART OF THE INSTALLMENT PURCHASE AGREEMENT UNLESS THE INFORMATION SUBSEQUENTLY APPEARS IN A WRITTEN BULLETIN.**
- C. The Department's response to any RFI will be in the form of a written bulletin signed by the Department. The Department will forward all bulletins to all Bidders that obtained bidding documents for the Project. All bulletins become a part of the Installment Purchase Agreement, and all Bidders are bound by all bulletins issued on the project.

**SECTION 4. SUBMISSION OF BIDS.** All bids shall be submitted on the form prepared by the Department. Bidder should retain a copy for their own use. All entries on the bid must be in ink or typewritten, preferably in blue ink to indicate an original writing. In case of discrepancy between the words and numbers, the written words are the bid price. The GESA Financial Bid form must be completed and a preliminary Payment Schedule must be submitted with the Bid. If the Interest Rate, Market Index, Spread (basis points), Other Fees, and/or All-In Total Payment on the GESA Financial Bid form are not completed and/or the preliminary Payment Schedule is not submitted with the Bid, **the Bid will be rejected as non-responsive.**

**SECTION 5. SIGNING THE BID.** The Bidder must sign the bid correctly as described in the bid documents. The signature must be an ORIGINAL and HAND-SCRIPTED signature. If the bid is submitted by a corporation, the bid should be signed by the President or Vice President and any one of the following officers of the Corporation: the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. If not



signed by the specified officers, the signing individual must be authorized to sign by the corporation's board of directors. If a person other than one of these officers executes the bid, a copy of the document authorizing that person to execute the bid must accompany the bid. **If the "Certification and Bid Signature Page" is left blank, the bid will be deemed void and the bid WILL BE REJECTED by the Department. The bidder will NOT be given any opportunity to sign the page after the time and date of the bid opening. A signature appearing any other place in the bid package shall not be sufficient to substitute for the lack of a signature on the Certification and Bid Signature page.**

**SECTION 6. AWARD TO A FOREIGN BUSINESS.** No contract will be awarded to a Bidder which is a foreign corporation, a foreign limited liability company, a foreign limited partnership, or which is operating under a fictitious or assumed name unless the Bidder has complied with, or agreed to comply with, the registration requirements under the Business Corporation Law of 1988 (15 Pa. C.S. §4121-§4131) and/or the Limited Liability Company Law of 1994 (15 Pa. C.S. §8981-§8982), and/or the Partnership Code (15 Pa. C.S. §8581-§8590), and/or the Fictitious Names Act (54 Pa. C.S. §301-§332).

**SECTION 7. TIMELY DELIVERY OF BID PROPOSAL.** The bidder must submit its bid to the Department prior to the time scheduled for bid opening, regardless of the method of delivery used. Any bid received after the time set for the bid opening will be returned to the bidder without being considered by the Department. The bid will not be returned if it is not possible to determine the identity and address of the bidder.

**SECTION 8. DELIVERY OF BID IN CLEARLY MARKED ENVELOPE.** Each bid should be submitted in a separate envelope. All bids shall be enclosed in a sealed envelope and marked plainly on the outside with the contract number, bid opening date and time. If the bid envelope is to be enclosed in another envelope for the purpose of express-type delivery, the exterior envelope shall be clearly marked as a bid and the contract number, bid opening date and time shall be shown on the exterior envelope.

- A. Submission of Bid by Mail.** If submitted by mail, the envelope shall be sent to the address for receiving bids noted in the "Notice to Bidders" for the particular Project, and should be sent Return Receipt Requested.
- B. Submission of Bid by other than Mail.** If submitted other than by mail, the bid must be delivered to the address noted in the particular "Notice to Bidders" prior to the time stated therein.
- C. Submission of Bid by Hand Delivery.** Photographic identification and proof of authorization will be required from individuals who are hand-delivering bids.

**SECTION 9. WITHDRAWAL OR MODIFICATION OF A BID PRIOR TO BID OPENING**

- A. Complete Withdrawal Before Bid Date or Time.** A Bid may be withdrawn by written notice or in person by a Bidder or its authorized representative (if their identity is established by photographic identification and proof of authorization, preferably on Bidder letterhead) and a receipt for the bid is signed prior to the exact hour and date set for the opening of bids.
- B. Modification Before Bid Date or Time of a Bid of Bid Already Submitted But Not Opened.** If, before the time of the bid opening, a Bidder wishes to modify a bid already delivered to the Department, the Bidder or its authorized representative (if their identity is made known through photographic identification and proof of authorization) may request that the Department return the bid, but only if the Bidder/representative signs a receipt for the bid **before** the exact hour and date set for the opening of bids. The Bidder or their authorized representative may then modify the bid and resubmit the bid so long as the modified bid complies with the requirements set forth in these Instructions to Financial Bidders for GESA Projects. The Department will not, under any circumstances, open a bid before the bid opening date and time.

**SECTION 10. BID OPENING PROCEDURE.** Bids will be opened and the All-In Total Payment will be read aloud publicly in the presence of one or more witnesses at the time and place designated in the Notice to Bidders. No inspection or photocopies of any Bid Proposal will be made at the bid opening.

The amount of each bid, together with the name of each Bidder will be recorded. Such recorded information shall be considered unofficial and shall be open to public inspection after the bid opening. The bid tab, listing the Bidders and their bid amount, will formally be made available to interested parties typically within (3) three business days.

**SECTION 11. REJECTION OF BID.** The Department reserves the right to reject any or all bids or parts thereof. A bid may be rejected if it shows any omission, alterations of form, additions or deductions not called for, conditional language or uninvited alternate bids, or irregularities of any kind. The Department reserves the right, however, to waive technical defects or irregularities on bids. The Department may reject the bid of any Bidder failing to meet the requirements of these Instructions to Financial Bidders or any other requirements of Bidders set forth in the Bidding Documents.

**SECTION 12. WITHDRAWAL OF BIDS AFTER BID OPENING.** Within three (3) days after the opening of the bids, but before award, a Bidder may request permission to withdraw its entire bid if it submits a request, by email or mail, to the Department. The request must be addressed to the Director of the Energy and Resource Management Office. The request will not be considered received unless it is directed as set out in this section. With the request for withdrawal, the Bidder must submit evidence that the reason for withdrawal is a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error.

**SECTION 13. EXPERIENCE QUESTIONNAIRE AND FINANCIAL STATEMENT PROVIDED ON REQUEST.** At the Department's request, or if specifically required by the bid, Bidders shall file an experience questionnaire and financial statement with the Department on the form provided by the Department. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a Notary Public, or other officer empowered to administer oaths or affirmations. Falsification of any requested information shall result in a rejection of the bid as not responsible, forfeiture of the bid bond and/or cancellation of the Contract Award.

**SECTION 14. COLLUSIVE BIDS WILL BE REJECTED.** The bids of any Bidder or Bidders who engage in collusive bidding will be rejected. Any Bidder who submits more than one bid in such manner as to make it appear that the bids submitted are on a competitive basis from different parties will be considered a collusive Bidder. Submission of collusive bids will result in a Bidder being rejected as not responsible for subsequent projects. Nothing in this Section prevents a Bidder from superseding a bid by submitting a subsequent bid, delivered prior to bid opening, which expressly revokes the previous bid.

**SECTION 15. BID PROTEST PROCEDURE.** The Commonwealth Procurement Code (62 P.C. §1711.1, as amended) governs the protest procedure, which is summarized below. In the event this general description conflicts with the statute, the statutory language controls.

**A. Who may File.** Any Bidder or prospective Bidder who is aggrieved in connection with the bid or the award of a contract resulting from the bid may file a protest.

1. Prospective Bidder is an entity that has not submitted a bid in response to the Notice to Bidders.
2. Bidder is an entity that has submitted a bid in response to the Notice to Bidders.

**B. Time Limits.**

1. If a protest is filed by a prospective Bidder, a protest must be filed, in writing or by email, with the head of the Issuing Office **prior** to the bid opening date and time described in the Notice to Bidders.
2. If a protest is filed by a Bidder, the protest must be filed, in writing or email, with the Issuing Office within seven (7) days after the protesting Bidder knew or should have known of the facts giving rise to the protest **except** in no event may a protest be filed later than 7 days after the Notice of Award is posted on the DGS website.
3. Filed – shall be defined as the date upon which the Issuing Office receives the written protest.

4. If the Bidder fails to file a bid protest or files an untimely protest, then they shall be deemed to have waived the right to protest the solicitation or award of the contract in any forum. Untimely protests will be disregarded by the Department.
- C. The Department may cancel an invitation for bids or may reject all bids at any time prior to the time a contract is executed by all parties when it is in the best interests of the Commonwealth. The Bidder may not submit a protest relating to cancellation of the bid or rejection of all bids.
- D. A protest shall state all grounds upon which the protestant asserts the solicitation or award of the contract was improper. The protestant may submit with the protest any documents or information it deems relevant to the protest.
- E. The full text of the Bid Protest Procedure can be found at 62 Pa.C.S §1711.1 *et seq.*

**SECTION 16. BIDDER CERTIFIED NOT UNDER DEBARMENT.** The Bidder must certify that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Bidder cannot so certify, then the Bidder agrees to submit along with the bid a written explanation of why such certification cannot be made.

**SECTION 17. REIMBURSEMENT OF COSTS OF INSPECTOR GENERAL INVESTIGATION.** The Financer shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Financer and the Commonwealth which result in the suspension or debarment of the Financer. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Financer's suspension or debarment.

**SECTION 18. CURRENT LIST OF SUSPENDED AND DEBARRED ENTITIES.** The Financier/Contractor may obtain the current list of suspended and debarred Entities by referring to the Department of General Services' Construction and Public Works website or by contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, Pennsylvania 17125  
Telephone No. (717) 783-6472  
FAX No. (717) 787-9138

**SECTION 19. ASSIGNMENT OF ANTITRUST CLAIMS.** The Financer/Contractor and the Commonwealth recognize that, in actual economic practice, overcharges by the Financer's/Contractor's consultants, resulting from the violations of State or Federal antitrust laws, are, in fact, borne by the Commonwealth. As part of the consideration for the award of this contract, and, intending to be legally bound, the Financer/Contractor assigns to the Commonwealth all right, title and interest in, and to, any claims contractor now has, or may hereafter acquire, under State or Federal antitrust laws relating to the goods or services, which are the subject of this contract.

**SECTION 20. CONTRACTOR INTEGRITY PROVISIONS**

- A. It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.
- B. In furtherance of this policy, the Energy Financing Provider/Financer (referred to as "Contractor" in this Section) agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or

regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- c. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
- d. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor's Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- g. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- i. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - i. Approved in writing by the Commonwealth prior to its disclosure; or
  - ii. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - iii. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - iv. Necessary for purposes of Contractor's internal assessment and review; or

- v. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - vi. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - vii. Otherwise required by law.
- j. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- i. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - ii. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
    - 1. Obtaining;
    - 2. Attempting to obtain; or
    - 3. Performing a public contract or subcontract

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
  - iii. Violation of federal or state antitrust statutes.
  - iv. Violation of any federal or state law regulating campaign contributions.
  - v. Violation of any federal or state environmental law.
  - vi. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
  - vii. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
  - viii. Violation of any federal or state law prohibiting discrimination in employment.
  - ix. Debarment by any agency or department of the federal government or by any other state.
  - x. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- k. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions

with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- i. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- ii. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- I. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- n. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- o. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- p. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph q.

- i. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
- ii. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- iii. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- iv. "Financial interest" means:
  - 1. Ownership of more than a five percent interest in any business; or
  - 2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
- vi. "Immediate family" means a spouse and any unemancipated child.
- vii. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- viii. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

**SECTION 21. AWARD OF INSTALLMENT PURCHASE AGREEMENT (i.e., CONTRACT).** If DGS awards an Installment Purchase Agreement, it will be made to the responsible Bidder with the lowest "All-In Total Payment," whose "All-In Total Payment" coincides with their submitted preliminary Payment Schedule (monthly, commencing 12 months after final completion) and the project's Investment Grade Audit , within sixty (60) days from the Bid Opening Date. The 60-day period may be extended by written consent of the lowest responsible Bidder(s). Notice of Award of Contract will be made by letter mailed to the Financer and will be effective upon the date DGS mailed the Notice of Award. If the lowest Bidder withdraws its bid, declines to extend the bid or refuses the Award of Contract, the Department may award the Installment Purchase Agreement to the next lowest responsible Bidder or reject all bids and re-bid the Financing. **There will be no Contract with the Commonwealth until all parties have fully executed the Installment Purchase Agreement**

**SECTION 22. EXECUTION OF INSTALLMENT PURCHASE AGREEMENT.** Within ten (10) days after receipt of the Installment Purchase Agreement, the successful Bidder, must:

- A. Sign and return the Installment Purchase Agreement and Payment Schedule (monthly, commencing 12 months after final completion) to the Department of General Services, Room 403, 401 North Street, Harrisburg, Pennsylvania 17120; in care of the Energy and Resource Office, or emailed to the GESA administrator and
- B. The payment schedule shall include payment number, payment date, payment amount, principle payment, interest payment and total balance.
- C. The Commonwealth will review the Payment Schedule for accuracy;
  - a. If it is inaccurate, discuss the discrepancies with the Bidder; or
  - b. If accurate, process for Commonwealth signatures.
- D. After all Commonwealth signatures (handwritten or electronic) are obtained and the Installment Purchase Agreement is fully executed, the Department will forward a written notification to you.
- E. Understand and agree that a stamped "APPROVED ELECTRONICALLY" or similar wording by the Commonwealth on the Installment Purchase Agreement signature page constitutes a valid, binding contract with the Commonwealth and represents that all approvals required by Commonwealth contracting procedures have been obtained.
- F. **The monthly payments will be made automatically to the Bidder with no payment book or invoices.**

**SECTION 23. FAILURE TO EXECUTE INSTALLMENT PURCHASE AGREEMENT.** Failure or refusal of the Financer to properly execute the Installment Purchase Agreement within the 10-day time will be viewed as a refusal to accept the Award. If the successful Bidder refuses to accept the award or properly execute the Installment Purchase Agreement within the 10-day time, the Department may award the Installment Purchase Agreement to the next lowest responsible Bidder, or reject all bids and re-bid the Financing

**SECTION 24. VETERAN'S PREFERENCE.** The Department strongly encourages that, all things being equal, contractors give preference in employment on projects of the Department to veterans of the Armed Services of the United States of America.

**SECTION 25. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT.** During the term of this contract, the Energy Financing Provider/Financer (referred to as "Contractor" in this Section) agrees as follows:

- A. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.202 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from such activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- B. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph A above.

**SECTION 26. Energy Finance Providers Bid Package Contents.** The bid package for solicitation of an Energy Financial Provider for the GESA includes:



1. Notice to Financial Bidders
2. Instructions to Financial Bidders for GESA Project
3. Financial Bid Proposal for GESA Project which includes:
  - a. Responsiveness Checklist
  - b. General Information
  - c. Certification and Bid Signature Page
4. Installment Purchase Agreement and Payment Schedule with Exhibits containing:
  - a. GESA Contract
    - i. Contract Bonds
    - ii. Scope of Work
    - iii. Assured Performance Guarantee for GESA Contract
  - b. Form of Acceptance Certificate
  - c. Payment Schedule
5. Other GESA Contract Documents Including:
  - a. Request for Quote (RFQ) for GESA Contractor
  - b. General Conditions
  - c. Bulletins
6. Investment Grade Audit

**Financial Bid Proposal  
for  
Guaranteed Energy Savings Project  
Contract No.  
DGS GESA 2018-2 DCNR – Central Region**

**Bid Index**

**Responsiveness Checklist**

**General Information**

**Certification and Bid Signature**

**Note: Please read all pages of this Bid Proposal. The Responsiveness Checklist is provided for your convenience and should not be returned to the Department. All other pages shall be completed and properly signed and/or sealed by Bidder in the appropriate place before being returned to the Department on or before the bid due date and time established in the Notice to Bidders. If the Bidder wishes to have a copy of their Bid Proposal, make the copy before submitting to the Department. The Department will not provide Bidder with a copy.**

# Responsiveness Checklist

This checklist is only provided as a courtesy to assist bidders in submitting a responsive bid. Compliance with the checklist does not guarantee a responsive bid. The checklist should not be returned to the Department since it will not be used to review the bid package.

	YES	NO
Bidder has acknowledged receipt of any Bulletins under "BULLETIN INFORMATION"		
Bidder has ensured the GESA Financial Bid form is fully complete		
Bidder has ensured the words match numbers in the All-In Total Payment, if not, words control		
Bidder has submitted the preliminary Payment Schedule		
Bidder has completed the Bid Signature Page		
Bidder has ensured that the Bid Signature Page is signed by authorized person		



**GESA FINANCE**  
**BID PROPOSAL**

Department of General Services  
401 North Street  
Harrisburg, PA 17125

*Do not write in space below*

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

Bid Opening Witness:  
\_\_\_\_\_

Legal Review:  
\_\_\_\_\_

**CONTRACT NO. DGS GESA 2018-2 DCNR CENTRAL FIN.1**  
**COLLECTIVE NO.: CN00038818**  
**GUARANTEED ENERGY SAVINGS PROJECT**  
**FINANCING BID PROPOSAL FOR**  
**GESA 2018-2 DCNR STATE PARKS & FORESTS, CENTRAL REGION, PENNSYLVANIA**

**Bidder Name and Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bidder Phone #:**

\_\_\_\_\_

**Bidder Email:**

\_\_\_\_\_

**Bidder Federal ID #:**

\_\_\_\_\_

**Vendor ID #:**

\_\_\_\_\_

**BULLETIN INFORMATION:** Bidder acknowledges receipt of the following Bulletin(s) and agrees they are part of this Bid Proposal.

Bulletin #\_\_ Issue Date:\_\_\_\_\_

Bulletin #\_\_ Issue Date:\_\_\_\_\_

Bulletin #\_\_ Issue Date:\_\_\_\_\_

Bulletin #\_\_ Issue Date:\_\_\_\_\_

Bulletin #\_\_ Issue Date:\_\_\_\_\_

Bulletin #\_\_ Issue Date:\_\_\_\_\_

**GESA Financial Bid**

Funding Placement	Private
Construction Duration	12 months
Repayment Period (commencing 12 months after final completion)	18 years
Payment Structure (commencing 12 months after final completion)	Monthly
*Interest Rate	
*Market Index	
*Spread (basis points)	
*Other fees (if applicable and include explanation)	
*°All-In Total Payment \$	\$ _____ (figures) _____ _____ (written)

\*These items are required to be completed. If they are not completed, the Bid will be rejected as non-responsive.

° All-In Total Payment is the total amount to be paid to the Financer over the Repayment Period.

**BIDDER ORGANIZATIONAL INFORMATION**

**BIDDER ORGANIZATION (Check applicable box)**

The Bidder is a corporation, limited liability company, or partnership organized and existing under the laws of Pennsylvania and has been granted a certificate of authority to do business in Pennsylvania as required by the Business Corporation Law of 1988, as amended.

OR

The Bidder is a corporation organized and existing under the laws of \_\_\_\_\_ and **has or has not** (circle one) been granted a certificate of authority to do business in Pennsylvania as required by the Business Corporation Law of 1988 (15 Pa. C.S. §4121-§4131), as amended.

OR

The Bidder is a limited liability company organized and existing under the laws of \_\_\_\_\_ and **has or has not** (circle one) registered to do business in Pennsylvania as required by the Limited Liability Company Law of 1994 (15 Pa. C.S. §8981-§8982), as amended.

OR

The Bidder is a limited partnership organized and existing under the laws of \_\_\_\_\_ and **has or has not** (circle one) registered to do business in Pennsylvania as required by the Partnership Code (15 Pa. C.S. §8581-§8590), as amended.

OR

The Bidder is an individual or partnership trading under a fictitious or assumed name and **has or has not** (circle one) registered under the Fictitious Names Act (54 Pa. C.S. §301-§332), as amended.

**BIDDER RESIDENCE INFORMATION**

Bidder has a bona fide establishment in Pennsylvania at which it was transacting business when the Notice to Bidders for this Project was issued?

If **"Yes"**, insert address below if different than address on page 1:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If **"No"**, insert Bidder's office address if different than address on page 1.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Certification and Bid Signature**

In conformity with the Investment Grade Audit prepared for this Project and after examination of the contract documents including the Installment Purchase Agreement and Payment Schedule and issued Bulletins, which are made a part hereof as if fully set forth, the undersigned (hereinafter "Bidder"), submits this Bid Proposal and certifies by signing that:

1. Bidder is the only person(s) interested in this Bid as principal and this Bid Proposal is submitted without collusion with any person, firm or corporation; and
2. Bidder will execute the Installment Purchase Agreement within ten (10) days after receipt of the documents; and
3. Bidder agrees to provide the funding to complete the work set forth in the GESA Contract documents and the Investment Grade Audit. It is understood that the first payment of the Payment Schedule is not due until twelve (12) months after the GESA Project is completed; and
4. Bidder agrees that DGS reserves the right to reject this and any or all Bid Proposals, or any part thereof or to waive technicalities required for the best interests of the Commonwealth; and
5. Bidder understands and acknowledges that all information provided by, and representations made by, the Bidder in the Bid Proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this bid. A misrepresentation shall be punishable under 18 Pa. C.S. § 4904; and
6. Bidder agrees that the Commonwealth of Pennsylvania may offset all or a portion of any and all payments that may become due and owing under the contract for this project against any and all debts owed to any other Commonwealth of Pennsylvania agency; and
7. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid; and
8. To the best knowledge of the person signing the bid, Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Bidder in its bid; and.
9. To the best of the knowledge of the person signing the Bid Proposal for the Bidder and except as otherwise disclosed by the Bidder in its bid, the Bidder has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Bidder that is owed to the Commonwealth; and.
10. The Bidder is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government; and

11. The Bidder has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the bid or the specifications for the services described in the bid; and
12. Bidder, by submitting its bid, authorizes all Commonwealth agencies to release to the Commonwealth information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities; and
13. Until the awarded Bidder receives a fully executed and approved written Installment Purchase Agreement from the Issuing Office there is no legal and valid contract, in law or in equity, and the Bidder should not begin to perform Work; and
14. Bidder agrees to comply with the Non-Discrimination Sexual Harassment Clause in the Installment Purchase Agreement and is aware that implementation of nondiscrimination and equal opportunity is the policy of the Commonwealth of Pennsylvania. DGS has established a method of administration to assure that all contracting agencies and contractors are accorded equal employment opportunity without regard to race, color, national origin, ancestry, religious creed, age or sex; and
15. The person(s) signing this bid certifies that the information in this Bid Proposal is true and correct to the best of their knowledge and that the person(s) is authorized to represent the Bidder in connection with this certification

I state that \_\_\_\_\_ (Name of Bidder) submits this Bid Proposal and understands and acknowledges that the above representations (1 through 15) are material and important, and will be relied upon by the Department of General Services in awarding the Installment Purchase Agreement for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this bid.

**BIDDER IS AN INDIVIDUAL:**

Witness:

By:

\_\_\_\_\_

\_\_\_\_\_

General Partner

Date

**BIDDER IS A PARTNERSHIP:**

Witness:

By:

\_\_\_\_\_

\_\_\_\_\_

General Partner

Date



**BIDDER IS A LIMITED LIABILITY COMPANY:**

Attest:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**OR**

**BIDDER IS A CORPORATION:**

Attest:

By:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Date