

To:

RFQ Coordinator 4th Floor North Office Building Department of General Services 401 North Street, Room 403 Harrisburg, PA 17125

For:

Energy Consultant DGS GESA-2017-2 Muncy SCI Muncy, Lycoming, PA

ITQ Contract No. 4400016426

From:

CJL Engineering 232 Horner St Johnstown, PA 15902

PA Vendor ID No. 195121 GESA ITQ Contract No. 4400016716

CJL #P17-0772

Submitted:

September 1, 2017



August 31, 2017

RFQ Coordinator 4th Floor North Office Building PA Department of General Services 401 North Street, Room 403 Harrisburg, PA 17125

Re: DGS GESA-2017-2 SCI Muncy, Lycoming County, PA ITQ Contract No. 4400016426 CJL #P17-0772

RFQ Coordinator

Thank you for the opportunity to submit our quote for this project per our understanding of the instructions foe\r information required from Offerors. This cover letter for the Technical Submission for GESA-2017-2.

Company Name: PA Vendor ID Number: Company Mailing Address:	CJL Engineering 195121 Corporate Headquarters 1555 Coraopolis Heights Road, Suite 4200 Moon Township, PA 15108
Work Performance Location:	CJL Engineering – Johnstown Office 232 Horner Street Johnstown, PA 15902
Contact Person:	Mark F. Sotosky (814) 536-1651 Ext 102 office (814) 619-1040 Cell (814) 536-5732 Fax <u>marksotosky@cjlengineering.com</u>
CJL Engineering GESA ITQ:	Contract Number: 4400016716

CJL Engineering Partners which will be responsible and accountable for the performance and success of this project as well as our client's satisfaction:

Matthew R. Sotosky PE, LEED® Accredited Professional Corporate Vice President <u>msotosky@cjlengineering.com</u> 814.322.5458 cell James M. Vizzini, PE, LEED® Accredited Professional Corporate Managing Partner jvizzini@cjlengineering.com 814.322.5457 cell

Pittsburgh PA

Johnstown PA

Youngstown OH

Frederick MD

Erie PA

RFQ Coordinator DGS GESA-2017-2 August 31, 2017 Page 2

I. Description of Project

If selected CJL Engineering will provide Energy Engineering Services for GESA-2017-2 SCI Muncy.

A. Area of Service

1. Energy Engineering Consultant Representing Facility Owner

II. Scope of Work

1. Services described in Appendix I – Energy Consultant Contract

III. Schedule

A. Projection

CJL Engineering can complete DGS GESA-2017-2 within a reasonable time frame. Delivery Schedule Adherence will be agreed upon by both parties if CJL is selected.

IV. Compensation

A. Basic

To be determined upon notification, authorization for site visitation and facility detail and drawings.

Sincerely,

Mark F. Sotraky

Mark F. Sotosky Director of Marketing and Business Development CJL Engineering

		Page 1 of 1 FULLY EXECUTED Contract Number: 4400016716 Original Contract Effective Date: 04/11/2017 Valid From: 02/22/2017 To: 12/31/9999			
All using Agencies of the Commonwealth, Pa Subdivision, Authorities, Private Colleges a		Durchesing	Amont		
		Purchasing A			
Your SAP Vendor Number with us: 1	95121	Phone: 717-346	-2679		
Supplier Name/Address: CJL ENGINEERING 1555 CORAOPOLIS HEIGHTS RD ST	E 4200				
CORAOPOLIS PA 15108-2924	US	Please Deliv	er To:		
		the time	be determined a e of the Purchase ess specified belo	Order	
Supplier Phone Number: 8145361651					
Supplier Fax Number: 814-536-5732 Contract Name:					
Guaranteed Energy Savings Program I	TQ	Payment Ter NET 30	rms		
Solicitation No.:	Issuance	Date:			
	100001100	Dato			
Supplier Bid or Proposal No. (if applica	ble): Solicitation	on Submission [Date:		
This contract is comprised of: The about to this Contract or incorporated by refe	rence.				
Item Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1 GESA Proj Consulting Services	0.00	00	0.00) 1	0.00
	General Requir	ements for all l	tems:		
Header Text					
Supplier Contact: Mark Sotosky					
Phone: 814-536-1651 E-mail: marksotosky@cjlengineering.com					
No further information for this Contract					
Information:					
				Total Amount:	5 000 000 00
				Total Amount:	5,000,000.00
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Supplier's Signature		Title		Currency: USD	5,000,000.00
Supplier's Signature				Currency: USD	5,000,000.00
Supplier's Signature				Currency: USD	5,000,000.00
				Currency: USD	5,000,000.00

Integrated Environment Systems Form Name: ZM_SFRM_STD_MMCOSRM_L, Version 1.0, Created on 06/27/2006, Last changed on 03/29/2005.



I. RESPONSIBILITY OF CJL ENGINEERING

A. Safety

CJL Engineering, hereinafter referred to as CJL, personnel always endeavor to conduct field activities in such a manner as to protect themselves and others from accidents and injury. CJL personnel use their own safety equipment (hard hats, goggles, protective clothing, etc.) unless otherwise instructed. When the Client is aware of a need for special safety equipment, the Client should so specify before the services proceeds.

B. Confidentiality and Non-Use

During the conduct of specific engineering assignments, CJL and its employees may obtain, directly or indirectly, information proprietary to the Client. Accordingly, CJL agrees, on behalf of itself and its employees, to maintain as confidential all said proprietary information and not to disclose it without specific authorization from the Client, except as may be required by law.

C. Insurance

CJL maintains insurance coverage in the following amounts and, upon request of the Client, will provide a Certificate of Insurance so indicating:

Type of Policy	Limits of Liability
Standard Workers' Compensation/ Employer's Liability	\$1,000,000/\$500,000
General Liability Combined Single Limit(Bodily Injury and Property Damage)	\$2,000,000 Aggregate \$1,000,000 Each Occurrence
Automobile Liability Combined Single Limit (Bodily Injury and (Bodily Injury and Property Damage)	\$1,000,000 Each Occurrence
Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Occurrence
Umbrella Excess Liability	\$5,000,000 Each Occurrence

D. Indemnification/Limitation of Liability

CJL shall defend, indemnify, and hold harmless the Client and its officers, employees, servants, agents, successors, and assigns from and against any and all liability, claims, demands, suits, actions, third-party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses, and attorneys' fees (hereinafter referred to collectively as "Damages") that either directly or indirectly arise out of, or result from, injury or death to persons, including employees of the Client or CJL, or damage to property of whatever kind and nature, if the injury or damage is caused by a negligent act of CJL or its employees, servants, or agents in the performance of CJL services under this Agreement. The Client shall give prompt notice to CJL of any such suit, claim, demand, or action relating thereto in order to provide CJL with the earliest opportunity to defend against any actions or proceedings for Damages. CJL agrees, however, that any failure on the part of the Client to give such notice shall not be deemed a waiver, abrogation, or limitation of CJL's obligation to defend, indemnify, and hold harmless the Client except to the extent that such failure to give notice is the sole cause of an actual limitation of CJL ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages that either directly or indirectly arise out of or result from acts, errors, or omissions of the Client or any of its officers, employees, servants, agents, consultants other than CJL or other representatives.

CJL total liability under this indemnification is limited to the type and amount of insurance coverage as previously listed in Paragraph I.C., Insurance.

II. RESPONSIBILITY OF THE CLIENT

A. Coordination

The Client will provide a representative to coordinate all onsite activities and to serve as CJL's point of contact.

B. Review

The Client will provide timely and expeditious review of CJL reports, provide general guidance during execution of the services, and, in general, cooperate to the fullest extent possible during CJL performance of the services and meeting project schedules.

C. Indemnification

The Client shall defend, indemnify, and hold harmless CJL and its officers, employees, servants, consultants, agents, successors, and assigns from all Damages (as defined above) that arise out of or result from the acts, errors, and omissions of the Client or any of its officers, employees, servants, agents, consultants, or other representatives, except in the case of negligence in the services performed by CJL.

D. Hazardous Waste Claim

"Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritants, contaminant or pollutant, whether such discharge is sudden or gradual.

LIMITATION OF LIABILITY: Client agrees to bring no claim against CJL either directly of by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined.



CLAIM INDEMNIFICATION: In the event CJL is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify CJL to the maximum extent permitted by law, award judgment of settlement against the CJL provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

III. INVOICES

A. Invoices

Invoices will be submitted on a monthly basis for work completed and are due within 30 days upon receipt.

B. Disputed Amounts

The Client will notify CJL within 4 weeks of receipt of an invoice if there is a dispute on the invoice. The Client will pay that segment of the invoice not in dispute and the disputed amount will be credited or billed on the next monthly invoice.

IV. GENERAL

A. Validity

This proposal is valid for 30 days. Subsequent to that date, CJL may withdraw this proposal or revise the basis of payment to allow for changing costs and adjust start and completion dates to conform to our workload.

B. Changes

Only with the consent of the Client may changes in, additions to, and omissions from the Scope of Work be authorized under this Agreement. Any increases in the Scope of W shall be agreed upon in writing by the parties before CJL may proceed with such charges, additions, or omissions.

C. Delays

Any departure from the stated schedule of services that is caused in whole or in part by a delay originated by the Client, or caused by conditions beyond CJL control (such as unfavorable weather conditions, partial or complete plant shutdowns, strikes, floods, or fires) constitutes a change of scope and will be grounds for renegotiation of the contract price and the completion date.

D. Termination

Either party may terminate this Agreement without cause upon 30 calendar days' written notice to the other party. In the event of termination, the Client will pay CJL for all costs incurred to the point the services are completed prior to the notice to terminate.

E. Ownership of Documents

Upon payment of all fees for services, costs, and disbursements, the Client shall be entitled to reproduce any documents prepared under this Agreement where such reproduction is in furtherance of project objectives. Any other reproduction, publication, distribution, or use of such documents or copies is permitted only upon obtaining prior written consent of CJL. Such documents and copies shall at all times remain the property of CJL. All unauthorized uses are at the sole risk of the users.

F. Non-Solicitation

Neither CJL nor the Client shall offer employment to the others employees during this Agreement and for a period of 1 year following the date on which the employee(s) last performed services under this Agreement, unless there is mutual consent in regards to a particular employee.

G. Privacy of Proposal Content

The information contained in this proposal is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.

H. Agreement Terms and Conditions

The terms and conditions of this proposal constitute the entire Agreement between CJL and the Client. Any terms, revisions, or conditions in the Client's purchase orders, correspondence, or other forms that are not consistent with the terms, provisions, or conditions of this document are void, unenforceable, and not part of the Agreement. This document supersedes anything written in letter agreement that is in conflict with this document. Refer to the attached letter which identifies and stipulates the specifics and scope of the project.

ENERGY CONSULTANT INFORMATION FORM (Complete in INK or TYPE only - DO NOT use pencil)

DGS GESA-2017-2

Muncy

LOCATION: State Correctional Institution, Muncy, Lycoming County, PA

COMPLETE ALL APPLICABLE AREAS

Pa. Vendor ID Number: 195121 / GESA Consultant ITQ Contract # 4400016716 All GESA Consultants must be approved thru the DGS ITQ process: http:// www.dgs.internet.state.pa.us/ITQ/Default.aspx

ITQ CONTRACT NO.	4400016426			
CONSULTANTS BUSINESS NAME: CJL Engineering				
CONTACT AND	Mark F. Sotosky			
TITLE OF PERSON:	Director of Business Development			
ADDRESS:	232 Horner Street, Johnstown, PA 15902			
PHONE NUMBER:	(814) 536-1651 Ext 102 Cell # (814) 619-1040			
E-MAIL ADDRESS:	marksotosky@cjlengineering.com			

 A. List the number of full time personnel currently employed with the firm. Each person should be counted only once. Do not include Sub-Consultants. Discuss use of Sub-Consultants in Section "D" and "E", below.

	REGISTERED	PROF. DEGREE	CEM	OTHER	TOTAL
Architect		1			1
Civil/Structural Engineer	2	3			5
Mechanical Engineer	25	41	9		75
Electrical Engineer	12	19	5		36
Account Manager					
Project Managers		2			2
Site Inspectors		1	2		3
Measurement & Verification		2	1		3
Other/Specialist	1	`14		9	25

- B. <u>Submit as a separate page to this form, on one (1) page</u>, identify no more than three (3) projects that best illustrate your firm's current qualifications to perform the review and construction services for this project. DO NOT list projects by consultants or by staff that will not be assigned to this project. Use the categories bulleted immediately below in describing identifying projects.
 - Project Name
 - Location
 - General Description of work performed by Consultant on this project
 - Gross Const. Cost
 - Duties Preformed
 - Fee
 - Comments
 - Contact References (include Email and Telephone No.)
- C. <u>Submit as a separate page to this form, on one (1) page</u>, listing the Key Sub-Consultant(s) (if needed) who will be retained to assist in the consultant's process. Sub-Consultants Basic Service work in sum-total must be less than 50% of Total Basic Service Fees. Use the categories bulleted immediately below in listing Key Sub-Consultants.
 - Name of Sub-Consultant
 - Address
 - Specialty/Discipline
 - Number of Projects Worked together
 - Value of Projects Worked Together
- D. <u>In the space provided below</u>, indicate and list driving distances (in miles) from the office where the majority of the on-site personnel will be located to the project site. Use actual street addresses and Google or MapQuest to determine driving distance.

162 Miles

E. <u>Submit as a separate page to this form, on one (1) page</u>, provide any additional comments or description of relevant information supporting your selection for Consulting Services on this Project. Information specifically related to this project is preferred over boiler-plate or general marketing material. Why should your firm be selected for this assignment?

CJL ENGINEERING

B. Submit as a separate page to this form, on one (1) page, identify no more than three (3) projects that best illustrate your firm's current qualifications to perform the review and construction services for this project.

Project #1: The Culinary Institute of America (CIA), Energy Consultant and Master Energy Plan Professional

Location: 1946 Campus Drive, Hyde Park, NY 12538

General Description of work performed by Consultant: CJL Engineering was contracted to evaluate and provide
the Institute with a "long term" view of their facilities and to act as the owner's representative to identify the Energy
Conservation Measures (ECM's) to develop an RFP for ESCO Contractors to bid. Provide energy modeling
calculations and Return On Investment (ROI) data to help the owner decide on the most effective and efficient path to
take to mitigate current and future energy costs.

<u>Gross Const. Cost:</u> Estimated to be \$10-\$15 million

• <u>Duties Performed:</u> Identified and inventoried the condition of equipment and systems, remaining life expectancy of equipment and systems, replacement potential, upgrade/ efficiency improvement potential. Provided a due diligence report indicating short term and long term upgrade recommendations regarding existing MEP equipment. Developed a modeled energy load profile to reconcile current annual utility bills against existing HVAC systems. Assisted CIA to determine if any of the recommended replacement projects have energy savings potential that could be addressed in an ESCO fashion. Provided estimates of probable construction costs. Develop RFP for potential ESCO. Conduct a Pre-Proposal Conference at the CIA with the ESCO's to review the RFP and to walk the site with them. CIA currently determining the feasibility of an ESCO contract. CJL will act as 3rd Party Professional to selected ESCO

Fee: \$60,000

• <u>Comments:</u> The Culinary Institute is very satisfied with the professional services provided by CJL Engineering and is especially happy with the entire process due to the number and complexity of their multiple buildings and equipment. Their intense energy usage has permitted CJL to identify significant ECM's that will reduce current and future energy consumption whether an ESCO contract is the method or if they self-fund the improvements

<u>Contact Reference:</u> Mr. Evin Lederman, Director of Facilities, <u>Evin.Lederman@culinary.edu</u>, (845) 451-1205

Project #2: Eastern Virginia Medical School (EVMS), Energy Performance Contract

Location: 700 W Olney Rd, Norfolk, VA 23507

• <u>General Description of work performed by Consultant:</u> CJL Engineering was contracted for System Design Services, along with the procurement and selection of an Energy Performance Contract Provider through an RFP process. The project was to reduce campus building operational costs. A Mechanical Systems Engineering Study was also performed for the renovation of Lewis Hall, a 125,000 sq. ft. medical research and teaching facility. HVAC renovations increased energy efficiency, along with improving automatic temperature control and ventilation systems

<u>Gross Const. Cost:</u> \$9.5 million

• <u>Duties Performed:</u> Assess, identify and documented mechanical upgrades to be included in the (RFP). Research, prepare and issued the Performance Contract RFP to pre-selected building services companies. Conducted the preproposal conference and site walk-through. Reviewed all proposal submissions and generate a short list of qualified providers. Recommended contractor selection from final submissions. Converted Lewis Hall to Variable Volume System by installing variable frequency drives on exhaust fans, replace supply air vane axial fan wheel with in-flight adjustable fan wheels. Upgrade existing rooftop energy recovery air-handling units with new plate-fin coils and cartridge filters. Run-around type energy recovery coils added to the air entry plenums of existing rooftop air-handlers. Designed new Energy Recovery Exhaust Air-Handling System, and integrate it with a new Automatic Control System and rooftop air-handling units. HVAC environmental conditions in animal holding areas will be upgraded to meet stringent Bio Lab standards.

- <u>Fee:</u> \$45,000
- <u>Comments</u>: Bill Colehower was the Project Manager for EVMS, he is currently Director, Capital Renewal Planning
- Contact Reference: Bill Colehower, Mass.Institute of Technology (MIT), <u>colehowe@plant.mit.edu</u>, (617) 592-4546

Project #3: Carnegie Museum of Natural History, Heating/Cooling Plant Energy Master Plan

Location: 4400 Forbes Ave, Pittsburgh, PA 15213

• <u>General Description of work performed by Consultant</u>: CJL recommended and designed removal of counterproductive chilled water return by-pass line. Reduction in peak load requirement from 2,000 Tons to 1,550 Tons Consolidation of Primary / Secondary / Tertiary Chilled Water Pumps (450 HP total) to a Variable Primary Pumping Arrangement (250 HP maximum). 850-Ton Chiller with Variable Speed Drive.1,250-Ton Constant Speed Chiller Variable Speed Condenser Water Pumps, Variable Speed Cooling Tower Fans, inter "Free-Cooling" Heat Exchanger Low condenser water temperature sequences to allow for significant reduction in consumed chiller energy. Original Plant Efficiency was 1.5 KW/Ton, New at peak loading confirmed at 0.83 KW/Ton (Chillers, Pumps, Cooling Towers)

Gross Const. Cost: \$3.8 million

• <u>Duties Performed</u>: CJL performed equipment commissioning. CJL modeled energy reductions and received approval by 3rd party audit, allowing for the Museum received an Act 129 Energy Rebate from Duquesne Light in the amount of \$124,000

- <u>Fee:</u> \$125,000
- <u>Comments</u>: Frank is VP of Finance, Treasurer and CFO. Year to date Energy Savings has exceeded \$750,000.
- <u>Contact Reference:</u> Frank Cardiello, Carnegie Institute, <u>cardiellof@carnegiemuseums.org</u>, (412) 818-2718

CJL ENGINEERING

C. Submit as a separate page to this form, on one (1) page, listing the Key Sub-Consultant, who will be retained to assist in the consultant's process. Sub-Consultants Basic Service work in sum-total must be less than 50% of Total Basic Service Fees.

Name of Sub-Consultant: Cenkner Engineering, Inc.

Address: 3682 State Route 31, Suite 2, Donegal, PA 15628

Specialty/Discipline: Evaluation Meetings, Municipal / Utility Evaluation, Design / Engineering and **Construction Management**

Certifications (SDB):

PA DGS Small Diverse Business (VOSB) No. 156600-2013-11-SB-VBE Veteran Owned Small Business - U.S. Department of Veterans Affairs

Number of Projects Worked together: 9 projects and CJL Engineering teamed with Cenkner Engineering to be awarded an open end contract with PASSHE - Contract # SSHE-ENGR-2016-9 for two years with two, two year extensions. Cenkner Engineering is a sub-consultant to CJL Engineering.

Value of Projects Worked Together: \$21,000

Primary Contact: Jack Schaffer, 814-472-5812, jackschaffer@cenkner.com

Number of Employees:

- Engineering P.E. 1
- Engineering Non-P.E. 3 •
- P.L.S. 2
- Engineering Technicians/Drafting 4 •
- Survey Crew 6 •
- Administrative 2

Cenkner Engineering, Inc. (CEI) has been providing multidiscipline consulting engineering and land surveying services for our clients since 1996. CEI is a certified Veteran Owned Small Business with the United States Department of Veterans Affairs and the Pennsylvania Department of General Services (PADGS).

CEI has experience working on projects for the PASSHE, PA DGS, PA Department of Corrections, PennDOT, PA Turnpike Commission, PADEP, NJDEP, NJDOT, FEMA, US Department of Defense, NASA, USDA Forest Service, many PA municipalities and municipal authorities, telecommunication sites, natural gas pipelines, architectural/engineering firms, residential/commercial developments, affordable housing, industrial facilities, parks and recreation projects, and Design-Build Contractors.

Land Surveying Capabilities

-	Land Surveying	-	Elevation Certifications	
-	Global Positioning Surveying	-	ALTA Surveys	
-	Building/Construction Stake-Out	-	Forensic Field Survey	

- Forensic Field Survey
- **R/W Property Acquisition**

Civil/Environmental Engineering

-	Civil/Site Engineering	-	Hydrology/Hydraulics
-	Municipal Engineering	-	Sanitary Sewer Design/Studies
-	Permitting	-	Environmental Site Assessments
-	Storm water Management	-	Domestic Water/Sewage
-	E & S Controls	-	Feasibility Studies
-	Cost Estimating	-	Site Soil Infiltration Testing
-	Construction Specifications	-	Construction Management
-	Site Development	-	Design-Build

Gas Transmission Lines **Telecommunication Sites**

CJL ENGINEERING

E. Submit as a separate page to this form, on one (1) page, provide any additional comments or description of relevant information supporting your selection for Consulting Services on this Project.

CJL Engineering has provided services to 9 PA State Correctional Institutions and is familiar with the codes, regulations and security processes required to work on-site. CJL has been providing Consulting Engineering Services to PA DGS Agencies for over 30 years. The reliability and consistency of CJL deliverables can be attributed to the long term continuity of the principles, project managers and design professionals. The knowledge and experience of working on DGS projects is being documented, transferred and taught to our next generation of experts. The principals of CJL Engineering maintain a daily hands-on approach with clients and stakeholders which establishes a professional work ethic for all levels of the team.

2015 - CJL Engineering was recognized as the number one Ally of the **Act 129 Rebate Program** in Pennsylvania by FirstEnergy Companies, comprising Met-Ed, Penelec, Penn Power, and West Penn Power. The Registered Program Allies help their customers achieve energy efficiency rebates from First Energy's Pennsylvania utilities as a vital part of their customer approach and to helping to meet energy reduction goals. CLEAResult® data on CJL Engineering in support of their customers through the Megawatt hours (MWh) and dollar incentives secured for their customers in Phase II of Act 129 included direct responsible customer support which has saved over 23,000 MWh of electric power and documented earned incentives of over \$1,090,000.00 for that year.

2016 - The Pennsylvania State College, University Park, PA selected CJL Engineering as a sub-consultant to Wayne Crouse Inc. as a team of pre-approved firms for The **Penn State University's Energy Savings Program (ESP)** to identify and perform Design & Construction Projects on a DB/GMP form-of-agreement for a period up to 5 years. The contract is to serve all 24 Statewide Campuses. CJL role is to identify and document energy conservation measures for buildings that lead to projects that typically would see a payback period of less than 8 years based on energy savings. Perform preliminary energy savings calculations for energy conservation measures. Identify additional operations and maintenance cost saving opportunities associated with energy conservation measures. Assist Penn State Office of Physical Plant (OPP) staff with selection of measures that combine to provide project which meets the determined ROI payback timeline. Project/Program managers provide a collaborative team environment and actively engaged in design-assist services. Develop design and implement selected measures consistent with the University's Design and Construction Standards. Work with Penn State OPP staff to coordinate construction in order to minimize disruption to building occupants. Perform construction related activities focusing on HVAC, utilities and lighting. Assist the OPP staff with development of a measurement and verification (M & V) plan for completed projects ESP program management team will develop projects within an annual operating budget of \$8-\$12 million.

2009 - **Ambridge School District**, **Energy Performance Contract Consultant**, CJL Engineering was hired by the District's Mechanical contractor to provide specifications and designs for mechanical and electrical upgrades to the Junior High School Building's old heating system. Also the addition of building air conditioning, via a two-pipe system was included. The project was a \$1.5 million effort on a building approximately 80,000 sq. ft.

2005 - Youngstown State University (YSU), Energy Performance Contract Review: CJL Engineering was selected to be the Owner's ESCO Evaluation Representative. YSU bid out an RFP directly that solicited proposals for various companies to provide a viable ESCO Project that would provide energy savings over a 10 year period. The major components of this project were to replace an aging central chiller plant with a new state of the art chilled water system that serves most of campus. The project also included a campus wide lighting retrofit. CJL Engineering evaluated all the proposals and provided a true apple to apples comparison of the various responses.

CJL Engineering has over 15 years' experience in the design, construction and commissioning of high performance and LEED® certified buildings, emphasizing integrated design and operational strategies for sustainable site development, water conservation, energy efficiency, resource conservation, and indoor environmental quality. The Firm has **28 LEED® Accredited Professionals** and one **Certified Energy Manager (CEM)**.

CJL Engineering has recently received an open end contract with PASSHE - Contract # SSHE-ENGR-2016-9 for two years with two, two year extensions and is team with **Cenkner Engineering, Inc**.

CJL Engineering is a full service, multi-disciplined Mechanical, Electrical, Plumbing (MEP) and Civil / Structural Consulting Engineering Firm. The original Pittsburgh Headquarters was **established in 1938**. CJL offers a complete range of services, including analysis and concept, construction budgeting, building information modeling (BIM), energy modeling, detailed construction documents, construction phase services and building commissioning. The business has offices in Pittsburgh, Johnstown, and Erie, PA, Youngstown, OH, and Frederick, MD. CJL Engineering has a combined staff of over **150 personnel**, including **40 Professional Engineers**. CJL is a recognized leader in sustainable energy design and has designed over 250 LEED® certified projects

Quote Signature

Offeror's Representations and Authorizations. Offeror by signing on the signature page and submitting its Quote understands, represents, acknowledges and certifies that:

- 1. All information provided by, and representations made by, the Offeror in the Quote 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 Quote. A misrepresentation shall be punishable under 18 Pa. C.S. § 4904.
- 2. No attempt has been made or will be made to induce any firm or person to refrain from submitting a Quote on this contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote.
- 3. The Quote 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 Quote.
- 4. To the best knowledge of the person signing the Quote for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) 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 Offeror in its Quote.
- 5. To the best of the knowledge of the person signing the Quote for the Offeror and except as otherwise disclosed by the Offeror in its Quote, the Offeror 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 Offeror that is owed to the Commonwealth.
- 6. The Offeror is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government. If the Offeror has received, within three years of the issuance of this RFQ, a Notice of Default from the Commonwealth, other state or the federal government, then the Offeror shall submit, as part of the Technical Submission, seven copies of a written explanation of why such Notice of Default was issued. This written explanation shall not exceed 1 sheet (2 pages) and shall not count towards the sheet and page limit established for the Technical Submission of the Quote.
- The Offeror 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 Quote or the specifications for the services described in the Quote.
- 8. Each Offeror, by submitting its Quote, 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.
- Until the awarded DGS Energy Consultant receives a fully executed and approved written contract from the Issuing Office there is no legal and valid contract, in law or in equity, and the DGS Energy Consultant should not begin to perform.
- 10. The total energy savings projected in the final scope of work will be at least 95% of the savings projected in the Quote and that the project will be self-funded over the financial term of the project (maximum term of 20 years.)
- 11. Offeror agrees and certifies in accordance with the enclosed Commonwealth of Pennsylvania:
 - o Nondiscrimination/Sexual Harassment Clause
 - Tax Liability Certification
 - Americans Disabilities Act
 - Contractor Integrity Provisions

- Contractor Responsibility Provisions 0
- **Environmental Statement** 0
- Compliance with State and Federal Statutes, Rules and Regulations 0
- Non-Collusion Affidavit 0

I am authorized to sign this Quote on behalf of the Offeror and I agree and state that

CJL Engineering (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this Quote is submitted. I understand and my firm understands that any misstatement shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this Quote/

Signature

<u>MATTHEW R. Sotos</u>ky Print Name Legibly <u>Vice President</u>

Title

NONCOLLUSION AFFIDAVIT

State of ___Pennsylvania____: County of ___Lyceming___: s.s. DGS Project Number: ITQ 4400016426 GESA 2017-2 SCI Muncy, Lycoming County

I state that I am the _Vice President_ (Title) of _CJL Engineering_____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this Quote.

I state that:

- 1. The price(s) and amount of this Quote have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror, or potential Offeror.
- 2. Neither the price(s) nor the amount of this Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before the Quote submission date.
- 3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote.
- 4. The Quote of my firm 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 Quote.
- 5. ____CJL Engineering ____ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 proposing and/or bidding on any public contract, except as follows: ____NA_____

I state that __CJL Engineering ______ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this Quote 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 Quote.

Signature)

____Matthew R. Sotosky, PE__ (Signatory's Printed Name)

_____Vice President _____ (Signatory's Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29th DAY OF HUGUST, 20 17.

Notary Public

My Commission Expires <u>MAV</u> al, 2020

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Lois A. Banda, Notary Public City of Johnstown, Cambria County My Commission Expires May 21, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES