



**CUPERTINO**

**REQUEST FOR PROPOSALS**

**FOR**

**ENERGY SAVINGS PERFORMANCE CONTRACTING**

**PROPOSAL DUE DATE/TIME:**

**THURSDAY, MAY 28, 2009 BY 2:00 PM**

**MANDATORY PRE-PROPOSAL MEETING:**

**WEDNESDAY, MAY 20<sup>th</sup> 10AM  
AT Cupertino City Hall, Conference Room C**

City of Cupertino  
Office of the City Manager  
Environmental Affairs Division  
10300 Torre Avenue  
Cupertino, CA 94306  
Phone: 408-777-3262

Prepared for, and in coordination with the  
Finance Department  
Public Works Department



**OFFICE OF THE CITY MANAGER**

CITY HALL

10300 TORRE AVENUE • CUPERTINO, CA 95014-3255

TELEPHONE: (408) 777-3200 • FAX: (408) 777-3366

**REQUEST FOR PROPOSALS-NOTICE TO CONTRACTORS**

The City of Cupertino, California wishes to engage the services of a qualified Energy Services Company (ESCO) to provide Energy Savings Performance Contracting (ESPC) Services on facilities owned/operated by the City of Cupertino (CITY), CA. The firm must be lawfully engaged in the service of providing engineering, construction and financial consulting services in the State of California.

An overview and detailed specifications are provided later in the Request for Proposal (RFP). Proposals must be received **by 2:00 PM on May 28, 2009** from interested firms, to be eligible for consideration by the CITY. Each statement shall be submitted to the **Office of the City Manager, Environmental Affairs Division, 10300 Torre Avenue, Cupertino, CA 95014** in a sealed envelope which is clearly marked, "**RFP FOR ENERGY SAVINGS PERFORMANCE CONTRACTING.**"

Requests for information may be issued only by the Director of Public and Environmental Affairs, or his designee, to authorized firms, and are not transferable unless authorized by the Director of Public and Environmental Affairs.

A mandatory pre-proposal meeting shall be held on **Wednesday, May 20, 2009 at 10:00 AM** at the City of Cupertino, City Hall, 10300 Torre Avenue, Cupertino, CA 95014. ESCOs interested in submitting a proposal must attend as this pre-proposal meeting as this will be the only opportunity for ESCOs to

The CITY reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the CITY, or to purchase on the open market if it is considered in the best interest of the CITY to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Statements which do not incorporate our requested format for providing Energy Savings Performance Contracting Services will not be considered.

All proposals are noticed in the Cupertino Courier, and periodically in other various publications, and are posted publicly at City of Cupertino, City Hall, 1st Floor, 10300 Torre Avenue, Cupertino, CA 95014 and on the City of Cupertino web site at [www.cupertino.org](http://www.cupertino.org).

CITY OF CUPERTINO  
CALIFORNIA

Proposal Due Date/Time: **May 28, 2009, by 2:00PM**

**CITY OF CUPERTINO  
REQUEST FOR PROPOSALS  
ENERGY SAVINGS PERFORMANCE CONTRACTING**

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# 1. INSTRUCTIONS TO PROPOSERS

## 1.1 GENERAL

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The City of Cupertino, CA (hereinafter referred to as the CITY) is seeking to services of an Energy Services Company (hereinafter referred to as ESCO) to provide energy savings performance contracting services (hereinafter referred to as ESPC) on CITY owned or operated facilities (hereinafter referred to as FACILITIES).

Interested firms should respond to this request by submitting a Proposal on or before the time due for submission. Emphasis in selecting an ESCO shall be placed on the ESCO'S experience in project similar to that which the CITY anticipates undertaking and the cost proposal to perform those services.

Trade secrets or proprietary information submitted by an ESCO in connection with a procurement transaction shall not be subject to public disclosure under the California Public Records Act; however, the ESCO must invoke the protection of this section prior to, or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of said material after award(s) should be stated by the ESCO.

## 1.2 PROPOSAL SUBMISSION

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In order to be considered responsive, **one (1) original and four (4) copies** of the proposal must be submitted to Mr. Rick Kitson, Director of Public and Environmental Affairs, City of Cupertino, 10300 Torre Avenue, Cupertino, CA 95014.

Proposal must be received **by 2:00 PM PST on May 28, 2009** to be eligible for consideration by the CITY. Each statement shall be submitted in a sealed envelope that is clearly marked as follows:

**“RFP FOR ENERGY SAVINGS PERFORMANCE CONTRACTING”**

## 1.3 CONSIDERATION OF PROPOSALS

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Proposals will be reviewed as soon as possible after the advertised opening date, followed by a selection of an ESCO. The CITY further anticipates selecting an ESCO by June 5, 2009.

## 1.4 TECHNICAL/FINANCIAL EVALUATION

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At the CITY'S discretion, it may obtain technical, financial or management assistance from additional energy consultants in the review of submitted proposals. As part of the Proposal, ESCOs must fully cooperate with the personnel of any energy consultant retained by the CITY.

## 1.5 PROGRAM BACKGROUND

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The CITY of Cupertino is a suburban city with approximately 52,000 residents in Santa Clara County, California, U.S., directly west of San Jose on the western edge of the Santa Clara Valley with portions extending into the foothills of the Santa Cruz Mountains. The city has executed numerous energy efficiency and water conservation projects within the past decade, but

acknowledges that it must accelerate implementation of more advanced technologies to achieve energy and greenhouse gas reductions required by regulations. To that end, the CITY seeks to hire a qualified ESCO to develop an Energy Efficiency and Conservation Strategy and implement an Energy Savings Performance Contract throughout the CITY for its major existing facilities.

## **1.6 AVAILABLE PROJECT RELATED INFORMATION**

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The CITY and its energy consultant have collected and prepared end-use data for energy sources used by the CITY FACILITIES including electricity, water, natural gas, refrigerants, and other data. FACILITY-specific data and plans have also been collected. A summary of this information is available and provided through the City FTP site at:

<ftp://ftpcupertino.org/transfer/>  
username: cupe130  
password: Cup12ftp

ESCOs should reference these data sources when preparing their response.

## **1.7 PROJECT DESCRIPTION**

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The City of Cupertino (CITY) seek proposals from interested Energy Services Companies (ESCOs) to conduct a technical energy audit of facilities and implement an Energy Performance Contract, in order to identify and implement capital improvements to reduce energy and related costs in facilities such that annual cost savings are applied to annual payments for improvements. The requested bid will cover this scope of services.

The City of Cupertino seeks to maximize energy cost savings and related costs in order to pay for facility upgrades and services.

Services and capital improvements will be financed through an energy performance contract which:

- meets and, whenever possible, exceeds all relevant regulatory requirements
- incurs no initial capital costs (with option for Customer to provide initial capital if desired)
- achieves significant long-term cost savings such that annual cost savings will cover annual payments for improvements within a ten (10) year period
- achieves a guarantee for cost savings (with Customer option to eliminate part or all of the guarantee after three years of guaranteed performance).
- maintains consistent and reasonable levels of occupant comfort
- maintains consistent levels of building functionality
- captures additional benefits that may directly result from energy-related services and capital improvements, such as environmental protection, hazardous materials disposal or recycling, improved occupant comfort, reduced maintenance needs, improved indoor air quality, additional building improvements, etc.

## **1.8 SCOPE OF SERVICES REQUESTED AND TIMELINE**

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Through this RFP, an ESCO will be selected based on written proposals, which will include the ESCO preliminary energy audit, and a final reference check. ESCO must have the demonstrated capability in engineering and management to provide a broad range of services.

Please note that the following timeline is advisory only. The final work schedule will be negotiated with the successful candidate.

The selected ESCO must be able to provide the following services as defined in the phases below:

1. Energy Efficiency and Conservation Block Grant Application Phase: The selected ESCO will assist the CITY to produce an Energy Efficiency and Conservation Strategy and support the CITY to develop its Department of Energy, Energy Efficiency and Conservation Block Grant (EECBG) Application.

*Proposed Timeline: June 5 – June 25<sup>th</sup>, 2009*

2. Audit and Project Development Phase: Following award of EECBG, the selected ESCO will conduct a comprehensive Investment Grade, Detailed Energy Audit (DEA) that optimizes the available energy savings from CITY FACILITIES. Such DEA shall include, at a minimum, the following FACILITIES: Cupertino City Hall, Quinlan Community Center, Sports Center, Senior Center, Blackberry Farm. ESCOs are not limited to including only those FACILITIES.

*Proposed Timeline: August 1 – September 30<sup>th</sup>, 2009*

3. Financing Phase: Upon satisfactory results of the DEA, an Energy Performance Contract will be negotiated to implement the recommended projects. The ESCO is to develop a financing program that takes advantage of grant funding, tax-exempt resources, in addition to available rebates and incentive programs offered by area utilities, and state and federal agencies.

*Proposed Timeline: November 1 – November 30<sup>th</sup>, 2009*

4. Construction/Implementation Phase: Authorization to proceed to initiate project construction/ESPC services will follow agreement by all parties to the ESPC financing model. The selected ESCO will provide design services, equipment procurement and purchasing, construction management and hazardous waste disposal or recycling during this project phase.

*Proposed Timeline: December 1, 2009 – December 31<sup>st</sup>, 2011*

5. Commissioning/Guarantee/Monitoring Phase: Upon completion of construction, the ESCO will offer a variety of services including, but not limited to commissioning, continuing operations and maintenance for all improvements, staff training on routine maintenance of systems, training of occupants, performance and cost guarantee of savings, monitoring and verification for measurement and reporting of the performance and savings from improvements, analysis and application for Energy Star Label and/or LEED Existing Buildings certification, monitoring and reporting of emissions reductions as required by state and/or federal regulatory agencies (i.e. AB32), maintaining long-term, high-efficiency performance of buildings.

*Proposed Timeline: ongoing*

## **1.9 EXPERTISE REQUIRED**

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ESCO must have the technical capability to address a broad range of systems including, but not limited to:

- Mechanical Systems. Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Lighting systems. Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- Building envelope systems. Windows, insulation, weatherization, etc. (It is recognized that window replacements are rarely cost-effective, but could be considered as part of a comprehensive plan.)
- Specialty Systems. Laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- Water and Sewage Systems. Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.

## **1.10 PROPOSAL PREPARATION**

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To facilitate evaluation of the submitted Proposals, ESCOS are required to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, will be considered non-responsive. Proposal submissions (excluding any required forms by the CITY) must be limited to no greater than fifteen (15) pages, double-sided. Proposals submitted exceeding these requirements will be considered non-responsive. One bound copy of a sample Investment Grade, Detailed Energy Audit must be provided as an attachment. Additional and/or more detailed information may be included as attachments, but extraneous attachments, such as marketing or other promotional materials, are discouraged.

### **PART A: ORGANIZATIONAL INFORMATION**

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*ESCOS shall indicate:*

1. Legal name of organization, form of organization (i.e.: corporation, partnership, joint venture or other entity) and the length of time your firm has been doing relevant business in this organizational form;
2. Number of year's your organization has been actively engaged in providing performance contracting services to public entities; and
3. ESCOs demonstrated familiarity with the CITY.

*ESCOS shall describe in matrix format:*

4. Organization's experience in providing similar energy services and ESPC projects within the past five (5) years for the type of projects anticipated for the CITY for a minimum of six (6) customers. ESCOs must include the contract amount, names, addresses and telephone numbers of the owner or owner's representative. It is understood that the City may contact any or all of the above references and question them regarding overall project performance and satisfaction.

In responding to number 4 above, ESCOs must complete the following matrices detailing the organization's experience providing specific energy services for the anticipated scope of work for the CITY. In Table A, ESCOs must provide all required information for each of a minimum of six (6) projects similar to the project solicited by the CITY. In Table B, ESCOs must indicate, for each project listed in Table A, the specific energy conservation measures implemented under the ESPC.

**Table A. ESCO Project Experience**

<b>Project Information (Customer Name, Contract Information)</b>	<b>Total Cost at Proposal Stage</b>	<b>Total Project Profit</b>	<b>Total Project Cost to Host Facility</b>	<b>Contact Person Phone Number</b>	<b>Type of Contract and Brief Description</b>	<b>Projected Annual Savings</b>	<b>Actual Annual Savings</b>

**Table B. ESCO ESPC Technology (Energy Conservation Measure) Experience**

Technology		Insert Project Information				
		Project 1	Project 2	Project 3	Project 4	Project 5
<b>Control Systems Upgrades</b>	Nomadic Upgrades					
<b>Building Envelope</b>	Insulation					
	Weather Stripping					
	Energy Film					
	Revolving Air Barrier					
<b>Cooling Systems</b>	Economizers					
	AC for File Servers					
	AC for Control Room					
	Programable Thermostats					
	Forced Air Heating and Cooling system					
	Ventilation Locations					
	Chillers					
<b>Energy Management System</b>	Advanced Metering/Software					
<b>Heating Systems</b>	On demand hot water heater @ faucet					
	Solar hot water header					
<b>Lighting</b>	Dimmers					
	Occupancy Sensors					
	Vending Equipment					
	Lighting Systems Upgrades					
<b>Streetlights</b>	Upgrades					
<b>Ventilation Management</b>	HVAC					
	Operable windows					
	Dampers					
<b>Water Conservation</b>	Flow Meters					
	Computerized Evolution Clocks					
	Underground irrigation for turf					
	Potable Water Filters					
	Re-engineering of pond					
	Pool improvements					
<b>Other</b>	Turf					
	LEED EB					
	Public Works Project Mgmt Software					
	Room-by-room load calculation					
	Solar PV/thin film					

***ESCOS shall:***

5. Provide an organizational chart indicating key managerial, professional and technical personnel. Identify principals, partners and other key officers, managers, and professional and technical employees involved in or responsible for providing design and construction services, and the respective roles and responsibilities for each. Provide resumes for staff that will be contractually committed to perform the services for this contract. Please provide a matrix of other employees that are available to the CITY in support of this project.

6. Indicate current and projected work assignments of key personnel identified in response to item 5 above, and for each key personnel, identify permanent office location, location of each individual's current work assignment by city and state, and a brief description of the work assignment, including its approximate dollar value, current percentage of completion and expected completion date.

7. Submit the name of and qualification information for the entity which shall perform Professional Services and shall be known as the Engineer of Record, as described below. Such Engineer of Record shall: Be a legal entity, corporation, professional corporation or partnership authorized and licensed to do business and perform engineering services in the State of California, pursuant to the laws of the State of California

8. Name all subcontractors that will be used for services at the site. If your organization utilizes full-service specialty firms, such as water conservation or lighting specialists that provide auditing and implementation expertise, please indicate how your organization will integrate these subcontractors in the ESPC program and avoid margin pan-caking.

Specifically, please indicate how your organization will avoid double mark ups on labor and materials.

**PART B: FINANCIAL INFORMATION**

1. Provide copies of your organization's most recent annual report and if your firm is a public organization please include a copy of your organization's most recent 10-K. Indicate your organization's Federal Employer Identification Number (for tax purposes), Dun and Bradstreet Number, if any, and the name, address and telephone number of any other credit service to which your organization has furnished credit information within the past three years.

2. Provide certified financial statements for your organization for the three year period immediately preceding January 1, 2009 including a balance sheet showing net worth of the organization as of a date not earlier than 45 days prior to the submission of this RFP, or, in lieu thereof, a balance sheet showing net worth of the organization as of a date not earlier than the end of the preceding fiscal year of the organization, together with a statement signed by a duly authorized representative of the organization that the present financial condition of the organization is at least as good as that shown on the balance sheet submitted. The balance sheet or statement shall also note the name and address of your organization's bank or banks.

3. Describe the form of guarantee that your organization will be providing for the ESPC services, and the associated cost. If corporate guarantee by a parent company is anticipated, please provide a letter from your organization's parent company indicating that such guarantee is available, and the bond rating of the parent company.

### **PART C: TECHNICAL AND SITE-SPECIFIC INFORMATION**

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1. Provide an example of a comprehensive DEA developed by your organization for a project where the specific project team completed similar work as contemplated for this project. A bound copy of a sample DEA must be provided as an attachment.

2. Provide a listing of technical personnel in your organization's local office that will be dedicated to the CITY with demonstrated construction management expertise. In each case, please provide reference projects to illustrate their professional experience.

a. Describe staff experience in the construction management of energy related projects. Provide staff references to the specific projects listed in Part A above.

b. Describe full-time staffing with specialization in mechanical and engineering disciplines, instrumentation and controls specialization, and in startup and commissioning of energy consuming equipment of the type described in table B above and technologies proposed for the CITY.

3. Provide a detailed overview describing the organization's assessment of the opportunities that exist in the CITY FACILITIES. Such overview shall be limited to no greater than five (5) pages. ESCOS shall also provide a detailed assessment of two (2) sample buildings that will be included in the DEA that will be representative of the level of technical depth that the ESCO will conduct at all CITY FACILITIES.

The required sample buildings for ESCO review are City Hall and the Quinlan Community Center. ESCOs may submit questions in writing regarding technologies deployed within these facilities AFTER reviewing Cupertino's website ([www.cupertino.org/green](http://www.cupertino.org/green)) and data/plans made available though the ftp site (<ftp://ftpcupertino.org/transfer/>) to [rickk@cupertino.org](mailto:rickk@cupertino.org). Public Works staff will be available to address technology-specific questions at the mandatory pre-proposal meeting on May 20<sup>th</sup>. ESCOs must consider all identified Energy Conservation Measures (ECM) identified in Table B (on pg. 6 of the RFP).

### **PART D: PROJECT APPROACH**

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**1. Technical Approach** - Describe your **technical approach** to this project including:

a. **Audit**

- Technical Site Analysis. Describe your general approach to auditing a facility. What is involved? How is customer involved? Methodical approach? Level of expertise involved? Information and resources needed from customer?
- Sample Technical Audit. Submit a sample technical audit conducted by your firm for a similar project (as directed in the Proposal Submittal Information). This audit must include detailed energy and economic calculations.

- Sample Technical Energy Audit and Project Development Contract. Describe any modifications you recommend or require regarding the Technical Energy Audit and Project Development Contract in this RFP.

**b. Design/Construction**

- Engineering Design. Describe your firm’s approach to the technical design of this project.
- Standards of Comfort. Describe standards of comfort and functionality that are generally used for light levels, space temperatures, ventilation rates, etc. in the intended facilities.

**c. Engineering Analysis**

- Baseline Calculation Methodology. Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- Adjustment to Baseline Methodology. Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment. Refer to **ftp site data and plans** (<ftp://ftpcupertino.org/transfer/>) to address issues regarding buildings projected to have substantial changes in use.
- Savings Calculations. List all procedures, formulas and methodologies including special metering or equipment, which your firm will use to calculate energy, water and O&M savings. Include assumptions made in the calculations.
- Dollar Savings Calculations. Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or material savings.
- Cost Savings Guarantee Calculations. Describe your firm’s procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings can be documented.
- Monitoring and Verification. Describe the specific methodology proposed for ongoing monitoring and savings verification of each recommended project’s performance. Include the frequency of such efforts, and all procedures, formulas and methodologies including special metering or equipment, which your firm will use to verify actual energy, water and O&M savings. Note if an industry standard such as the *International Monitoring and Verification Protocol* is used and describe the preferred method.
- Billing and Invoices. Describe your standard billing procedures and attach a sample invoice.

**d. Attachments for “Technical Approach” Section**

Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

The CITY reserves the right to include select or all ECMs in its ESPC program and/or to add additional ECMs in the future.

## 2. Performance Contracting Approach

### a. Approach

- Differentiation of Your Firm. Describe particular characteristics of how your firm approaches performance contracting.
- Management. Briefly describe your firm's approach to management.
- Model Performance Contract Agreement. Please provide a draft model energy performance contract agreement for CITY review.

### b. Other Services

- Training Provisions. Describe your firm's capabilities in providing technical training for facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
- Performance Guarantee. Describe your firm's approach to the performance guarantee. Is it required? When is it recommended for the guarantee to be dropped? Does the guarantee cover the annual monitoring & verification and maintenance contract costs?
- Maintenance Contract. Describe the types of services that can be included in the maintenance contract. Comment on whether Customer's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee. (These duties could include programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.). Describe your firm's flexibility in terminating the guarantee. Describe the required length of the maintenance contract and the relationship with the guarantee in the event that Customer chooses to terminate the maintenance contract prior to the end of the performance contract.
- Project Financing. Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing this project. Please comment on how you would work with Customer to utilize tax-exempt financing if appropriate, or other methods to keep financing costs to a minimum.
- Energy Star Label. Describe your willingness and experience/capability to provide services and prepare an application to achieve the Energy Star Label on retrofitted buildings.
- Emissions Reductions Reporting. Describe your willingness and experience/capability to calculate and report emissions reductions.

### c. Construction Issues

- Environmental Liability. State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the course of the project. If the firm is willing to accept any level of environmental liability, state the level and provide a cost analysis.
- Equipment Ownership and Service Responsibility. Describe the status of equipment ownership and service responsibility at contract expiration.

- Warranties. State the nature and term of typical warranties.

**d. Attachments for “Performance Contracting Approach” Section**

Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

**3. Site-Specific Approach**

**a. Project Scope**

- Types of Services. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) offered for this project.
- Potential Projects. Based on your preliminary assessment of the information provided, describe any equipment modifications, installations or replacements at the facility that your firm would consider installing as a part of this project. Address energy, water and operation and maintenance opportunities. Also describe any special features, renewable technologies, or advanced technologies that might be applicable. Describe any special features or services associated with your proposed improvements that would add value to Customer. Describe your approach to achieve compatibility (such as open systems) and/or standardization of equipment in the facilities to be addressed.
- Benefits. Describe the specific benefits your firm can offer.

**b. Relevant Experience to Apply to This Site**

- Areas of Expertise. List all areas of expertise related to potential energy and water improvements in facilities. Include specialized areas of expertise in areas that might be relevant to the project (swimming pools, laboratories, renewable energy system application or rehabilitation, daylight design, etc.) Also describe the professional and skilled trades that your firm customarily performs with employees.
- Experience in Similar Projects. Identify projects your firm has completed that are similar in size, scope, facility type, and retrofit opportunity and present as follows:
  - Estimated size of this project (square footage): \_\_\_\_\_
  - Number of similar-sized projects completed
    - In the US: \_\_\_\_\_
    - In a multi-state region including this state: \_\_\_\_\_
    - In this state: \_\_\_\_\_
  - Number of similar type projects completed (building type): \_\_\_\_\_
  - Reference projects in the “Experience and Expertise” section if needed.

**c. Project Management**

- Management Approach. Briefly describe your firm's approach to managing this project.
- Qualifications and Experience of Staff Assigned to this Project. Identify the individual who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant

experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five (5) years including type of project and project cost and resume. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training and post-contract monitoring. Indicate the percent of time each person is available to work on this project.

- **Subcontractors.** Describe the nature of work that will likely be conducted by subcontractors. Describe your willingness to use local subcontractors or subcontractors specified by Customer.

**d. Technical and Construction Issues**

- **Construction Management.** Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Describe your flexibility and/or any limitations regarding possible Customer activities such as: management of additional energy and water projects, monitoring of installation and performance of ESCO projects, integration of other identified capital needs with ESCO projects which may or may not contain energy and water saving opportunities.
- **Project Schedule.** Propose a preliminary project schedule. Note that work in the school buildings should preferably be done during summer vacation (June 15-August 31).
- **Operations and Maintenance.** Describe any major changes in operations or maintenance of the facilities that your firm foresees based on the information provided. Briefly describe the maintenance responsibilities of your firm and Customer. Describe how your firm would provide appropriate training in operations and maintenance of installed improvements.
- **Standards of Comfort.** Describe standards of comfort and functionality that you would propose for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.

**e. Attachments for "Site Specific Approach" Section.**

Label Attachments and list here including Attachment Name, Description and Location in RFP Response. Insert attachments here at the end of this section, or include elsewhere in a clearly marked location for easy reference.

**PART E: CONTRACT PRICING INFORMATION**

1. Indicate your organization's project mark up and cost elements for a typical project. ESCOs are required to fully respond to this requirement. Partial submissions will be considered non-responsive.
2. Please provide a firm fixed price (if any), along with a full description of scope and schedule to provide the DEA. It is anticipated that the DEA will include, at minimum, City Hall and Quinlan Community Center.
3. Include in your response your firm's experience and willingness to provide open-book pricing. Describe your firm's approach in providing open-book pricing. Note that open book pricing will be required, such that the selected firm will fully disclose all costs, including all itemized costs of

subcontractors and vendors. The selected firm will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. The selected firm will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Cost markups will be clearly applied.

4. Describe your methodology of determining energy savings and explain how your approach will minimize risk. Describe also your approach to verifying energy savings.

## **PART F: SIGNATURE**

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The proposal shall be signed by an official authorized to bind the ESCO and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period. The proposal shall also contain the following information: Name, title, address and telephone number of the individual(s) with authority to contractually bind the ESCO, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

## **2. GENERAL TERMS AND CONDITIONS**

### **2.1 PREPARATION OF PROPOSALS:**

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Proposals shall be submitted on the forms provided and must be signed by the ESCO or the ESCO's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

ESCOs must quote on all services appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, ESCOs shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) described completely, including, but not limited to, sample(s), if requested, and specification sufficient so that a comparison to the request can be made; and (2) submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in this RFP, the ESCO agrees that the proposal shall be deemed open for acceptance for twenty-two (22) calendar days subsequent to submittal to the City of Cupertino. Any questions or inquiries must be submitted in writing and must be received by the Director of Public and Environmental Affairs (408-777-3366 -Fax; [rickk@cupertino.org](mailto:rckk@cupertino.org)) no later than seven (4) calendar days before the proposal submission date in order to be considered. Any changes to the RFP will be provided to all ESCOs of record in the form of an addendum and will be posted on the City of Cupertino website.

Only questions or inquiries submitted in writing (including email) will be considered “official” inquiries. Any verbal communication or comments made by the CITY and/or any consultants hired by the CITY should be considered as guidance and not fact. Written inquiries should be submitted to [rckk@cupertino.org](mailto:rckk@cupertino.org). Responses provided to applicants by email will be recorded, summarized and distributed to all bidders at the mandatory pre-proposal meeting on May 20<sup>th</sup>, 2009.

The ESCO shall not divulge, discuss or compare this proposal with other ESCOs and shall not collude with any other ESCO or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The ESCO may be required to supply proof of compliance with proposal specifications. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the ESCO.

*Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.*

## **2.2 SUBMISSION OF PROPOSALS:**

---

Proposals must be submitted as directed in the Notice to Vendors, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

## **2.3 WITHDRAWAL OF PROPOSALS:**

---

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the ESCO to the Director of Public and Environmental Affairs. Negligence on the part of the ESCO in preparing a proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

## **2.4 ESCOS INTERESTED IN MORE THAN ONE PROPOSAL:**

---

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to an ESCO is not thereby disqualified from quoting prices to other ESCOs or from submitting a direct proposal in its own behalf.

## **2.5 RECEIPT AND OPENING OF PROPOSALS:**

---

Proposals shall be submitted prior to the time fixed in the Notice to Vendors. Proposals received after the time so indicated shall be returned unopened.

## **2.6 PROPOSAL RESULTS:**

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All proposals received shall be considered confidential and not available for public review until after an ESCO has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

*No Telephone Requests For Results Will Be Accepted Or Given.*

## **2.7 TIE PROPOSALS:**

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When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) ESCO and an out-of-town ESCO, preference will be given to the local ESCO. Any ESCO having a local agent who is a bona fide resident of the City is considered a local ESCO. If a tie proposal exists between two local ESCOs, or two out -of-town ESCOs, the decision may be made by a toss of coin.

## **2.8 LIMITATIONS:**

---

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

## **2.9 PROPOSAL EVALUATION:**

---

In an attempt to determine if an ESCO is responsible, the City, at its discretion, may obtain technical support from outside sources. Each ESCO, by the submission of a proposal, agrees to fully cooperate with the personnel of such organizations.

## **2.10 AWARD OF CONTRACT:**

---

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible ESCOs. In order to qualify as responsive and responsible, a prospective ESCO must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal
- Provide a plausible and logical work plan designed to provide a successful ESPC and achieve short and long-term financial benefits for the City.

The contract will be awarded to a responsive and responsible ESCO based on the qualifications and experience of the ESCO, the quality of the equipment, products and services to be provided,

the ESCO's ability to provide ongoing technical support, the ESCO's timeframe for providing the equipment, products and services and the ESCO's pricing proposal.

**See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated as provided in Appendix A.**

The ESCO selected will be the most qualified and not necessarily the ESCO with the lowest price. The CITY reserves the right to waive any formality, informality, information or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the CITY; or to purchase on the open market if it is considered in the best interest of the CITY to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

#### **2.11 MODIFICATIONS AFTER AWARD:**

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The CITY reserves the right to incorporate minor modifications, which may be required by it. The ESCO will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

#### **2.12 CANCELLATION OF AWARD:**

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The CITY reserves the right to cancel the award without liability to the ESCO at any time before a contract has been fully executed by all parties and is approved by the CITY.

#### **2.13 CONTRACT:**

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Any Contract between the CITY and the ESCO shall consist of (1) the RFP and any amendments thereto; (2) the ESCO's proposal in response to the RFP and (3) subsequent negotiations between the CITY and the ESCO. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern.

However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the ESCO, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the ESCO's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The ESCO is cautioned that its proposal shall be subject to acceptance without further clarification.

#### **2.14 REQUIREMENTS OF SURETY BONDS:**

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At the time of the execution of the agreement for the construction phase, the successful ESCO shall furnish the City with surety bonds, which have been fully executed by the ESCO, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the ESCO's performance of the work. The surety and the form of the payment and performance bonds shall be acceptable to the CITY. Unless otherwise specified, each surety bond shall be in the sum equal to the full amount of the agreement.

## **2.15 INSURANCE:**

---

The successful ESCO shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the CITY, at the ESCO's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or ESCO's performance hereunder and shall furnish to the CITY certificates of such insurance and renewals thereof signed by the issuing company or agent upon the CITY's request.

Such certificates shall name the City of Cupertino as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the CITY. The CITY's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the ESCO's obligation under any provision hereof. Except to the extent of comparable insurance acceptable to, or express waiver by the CITY, the ESCO shall, or shall cause any carrier engaged by the ESCO, to insure all shipments of goods for full value.

If the agreement with the ESCO involves the performance of work by the ESCO's employees at property owned or leased by the CITY, the ESCO shall furnish such additional insurance as the CITY may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of California and public and automotive liability and property damage insurance. In no event shall such employees of the ESCO be deemed to be the employees of, or under the direction or control of the CITY for any purpose whatsoever.

ESCOs should refer to the insurance requirement specification included in this RFP.

## **2.16 WORKER'S COMPENSATION:**

---

All ESCOs and subcontractors at every tier under the ESCO maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

## **2.17 EXECUTION OF AGREEMENT:**

---

The successful ESCO shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the CITY, along with the fully executed surety bonds (for the construction phase only), within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

## **2.18 APPROVAL OF AGREEMENT:**

---

Upon receipt of the agreement (and surety bonds for the construction phase) that have been fully executed by the successful ESCO, the CITY shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the ESCO. Delivery of the fully executed agreement, along with a Notice to Proceed and a CITY purchase order to the ESCO shall constitute the CITY's approval to be bound by the successful ESCO's proposal and the terms and conditions of the agreement.

**2.19 FAILURE TO EXECUTE AGREEMENT:**

---

Failure of the successful ESCO to execute the agreement and/or furnish acceptable surety bonds, for the construction phase, within ten (10) calendar days from the date mailed or otherwise delivered to the successful ESCO shall be just cause for cancellation of the award.

**2.20 DISQUALIFICATION:**

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Awards will not be made to any person, firm or company in default of a contract with the CITY, the State of California or the Federal Government.

**2.21 DISAGREEMENTS AND DISPUTES:**

---

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of California, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of California and Santa Clara County.

**2.22 TERMINATION OF CONTRACT FOR CAUSE:**

---

If, through any cause, the ESCO shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the ESCO shall violate any of the covenants, agreements or stipulations of any Contract, the CITY shall thereupon have the right to terminate any Contract by giving written notice to the ESCO of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the ESCO under this Contract shall become the CITY's property and the ESCO shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the ESCO shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of any contract, and the CITY may withhold any payments until such time as the exact amount of damages due the CITY is determined.

**2.23 TERMINATION ON CONTRACT FOR THE CONVENIENCE OF THE CITY:**

---

The CITY may terminate any contract at any time by giving written notice to the ESCO of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the CITY's property. If any Contract is terminated by the CITY as provided herein, the ESCO will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

**2.24 ASSIGNMENT PROVISION:**

---

The successful ESCO hereby agrees that it will assign to the CITY all cause of action that it may acquire under the anti-trust laws of California and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the CITY under this contract if so requested by the CITY.

**2.25 OWNERSHIP OF REPORTS:**

---

All data, materials, plans, reports and documentation prepared pursuant to any contract between the CITY and the successful ESCO shall belong exclusively to the CITY.

**2.26 INVOICING:**

---

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due.

*All invoices must reference a valid City of Cupertino Purchase Order Number.*

**2.27 PAYMENT:**

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Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the CITY and receipt of invoice, whichever is later.

**2.28 TAX:**

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The CITY is exempt from all sales and Federal excise taxes. Please bill less these taxes.

**2.29 FUNDING OUT:**

---

The CITY's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The CITY may terminate the contract, for non-appropriation of funds, and all payment obligations of the CITY cease on the date of termination.

**2.30 ASSIGNMENT OR SUB-CONTRACTING:**

---

None of the work or services covered by the contract shall be assigned in full or in part, or subcontracted without the prior approval of the CITY.

**2.31 EXCLUSIVITY:**

---

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the CITY reserves the right to obtain these services from any other ESCO.

**2.32 PRICING:**

---

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel or other surcharges shall be allowed at any time.

**2.33 AUDIT:**

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For a period of at least three (3) years after completion of any contract, it is the responsibility of the ESCO to make available at the ESCO's place of business, upon demand, all price lists, documents and other records pertaining to purchases made under contract for the purposes of audit by the CITY.

**2.34 GUARANTEES & WARRANTY:**

---

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the CITY, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the CITY.**

**2.35 FORCE MAJEURE:**

---

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

**2.36 NOTIFICATION:**

---

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

**2.37 SEVERABILITY:**

---

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

**2.38 PROVISION REQUIRED BY LAW DEEM INSERTED:**

---

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**2.39 DEFINITIONS:**

---

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. ESCOs shall also mean proposers, vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

**2.40 GOVERNING LAW:**

---

The Laws of the State of California shall govern all contracts entered into by the City of Cupertino. Any disputes shall be resolved within the venue of the State of California and Santa Clara County.

***Failure To Acknowledge This Proposal May Result In Withdrawal From The Proposal List For This Commodity Or Service. Failure To Comply With These Requirements Could Result In The Cancellation Of An Order Or Contract.***

**3. FORMS**

**CITY OF CUPERTINO, CALIFORNIA  
3.1 SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our solicitation documents.

It should not be the responsibility of the City of Cupertino to ferret out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Cupertino may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**CITY OF CUPERTINO, CALIFORNIA**

**3.2 BUSINESS AND TAXPAYER IDENTIFICATION INFORMATION (T I N)**

1. THIS BUSINESS IS A: (Please check one)
- Individual
  - Sole Proprietorship
  - Partnership
  - Non-Profit Entity
  - Corporation
  - Other, Please Describe:\_\_\_\_\_

2. LICENSED OR OTHERWISE AUTHORIZED TO DO BUSINESS BY THE STATE OF:\_\_\_\_\_

3. TAXPAYER IDENTIFICATION NO. (TIN): ( ) ( ) - ( ) ( ) ( ) ( ) ( ) ( )

OR

SOCIAL SECURITY NUMBER: ( ) ( ) ( ) - ( ) ( ) - ( ) ( ) ( )

LEGALLY ISSUED IN THE NAME OF:\_\_\_\_\_

DOING BUSINESS AS (D/B/A):\_\_\_\_\_

ADDRESS:\_\_\_\_\_

CITY/TOWN, STATE, ZIP:\_\_\_\_\_

**NOTE:**

Checks in payment of obligations by the City will be made payable to your legally issued name unless you state a D/B/A (doing business as). Federal Tax reporting, if required, will also be in your legal name.

Failure to provide a Taxpayer Identification Number (T.I.N.) will subject you to a 31% Federal Back-up Withholding.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**CITY OF CUPERTINO, CALIFORNIA  
3.3 INDEMNIFICATION AGREEMENT**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract.

In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**CITY OF CUPERTINO, CALIFORNIA  
RFP ENERGY SAVINGS PERFORMANCE CONTRACTING  
3.4 INSURANCE REQUIREMENTS FOR ALL ESCOS**

*Additional Coverage is Required if Checked*

*Minimum Limits Required*

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person) Occurrence	\$ 10,000
Claims Made	

**Additional Coverage to Include**

Owners & Contractors' Protective – Limit	\$ _____
Underground/Explosion and Collapse	

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
Other	\$ _____
Any Auto, Symbol 1	
Include Employees as Insured	

**Additional Coverage to include:**

Garage Liability	\$ _____
Garage Keepers Legal Liability	\$ _____

**Workers Compensation**

CA Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
Other	\$ _____

**Commercial Umbrella**

May be substituted for higher limits required above	\$2,000,000 _____
Follow Form Umbrella on ALL requested Coverage	

**Other**

1. Professional/Errors & Omissions	\$1,000,000 _____
2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	\$ _____
Sublimit for Soft Cost Coverage	\$ _____
3. Installation Floater (Equipment)	\$ _____
4. Riggers Liability	\$ _____
5. Environmental – Pollution Liability	\$ _____
6. Aviation Liability	\$ _____
7. Watercraft – Protection & Indemnity	\$ _____

**(X) The City of Cupertino must be named as Additional Insured**

## 4. APPENDICES

### APPENDIX A

<b>ESPC PROPOSAL EVALUATION CRITERIA FORM</b>				
<b>APPENDIX D</b>				
FIRM: _____		DATE: _____		
PROJECT: _____				
DEPARTMENT/DIVISION: _____				
RATING CATEGORY		WEIGHT	RATING	SCORE
Proposal:	<i>Does the proposal meet all stated requirements</i>	N/A		
Firm:	<i>Organizational Information</i> <i>Local capability</i>	10		
	<i>Record of Satisfactory Performance</i> <i>References of similar projects</i>	10		
	<i>In-house capabilities of performing all services</i> <i>City prefers local contractor involvement</i>	15		
	<i>Cost Proposal</i> <i>Weighted Average Mark up on line 20 of Appendix C</i>	25		
	<i>Technology</i> <i>Comprehensiveness of technical experience</i>	10		
Dedicated project personnel will be contractually obligated to the project	<i>Relevant experience of personnel dedicated to project</i> <i>Experience in City building are preferred</i>	15		
	<i>Qualifications of personnel dedicated to the project</i> <i>Professional Engineering degrees are preferred</i>	15		
		100	Total:	

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10  
 Rating Scale of Price Proposal as listed above