

**COMMONWEALTH OF PENNSYLVANIA
GUARANTEED ENERGY SAVINGS PROJECT**

**REQUEST FOR PROPOSALS FOR THE
Otto-Eldred School District**

Date of Issue: 03/10/21

The Otto-Eldred School District, (hereinafter, District) is interested in contracting for a full range of energy services and energy-related capital improvements ("energy conservation measures" or "ECMs") financed through a guaranteed energy savings contract to be implemented in the facility(s) identified in Attachment A. The cost of implementing the ECMs shall be financed through a Guaranteed Energy Savings Contract in accordance with the requirements of Act 57 of 1998, 62 Pa. C.S. §3751-3757 and Act 77 of 2004, 62 Pa. C.S. §3752-3758 ("Acts 57/77") and Act 39 of 2010. Energy Service Companies (ESCOs) which are interested in being selected for this project are required to submit a formal Proposal to the District at the address listed below. The District will select an ESCO based upon the information provided in the Proposals and the District's evaluation of ESCO qualifications.

A **mandatory** pre-proposal meeting will be held at the Otto Eldred School District office on **MARCH 31, 2021 at 9 AM**. A tour of the district's facilities will follow the completion of the meeting.

Proposals should be titled "**General Energy Performance Contracting Services Proposal for the Otto-Eldred School District**". Submit one original, one bound copy, and one electronic copy on CD of the Proposal to the address listed below.

Proposals shall be submitted in accordance with this Request for Proposals and the specific requirements outlined in Part 4 of the RFP.

Attachment A to this RFP is a Technical Facility Profile(s) which includes information to assist you in determining whether you are interested in being considered for this project.

The Otto-Eldred School District reserves the right to reject any or all submissions and this RFP does not commit the district to award a contract or pay any cost incurred by those submitting.

Proposals must be received by the issuing District no later than 3 PM on APRIL 20, 2021 at the following address:

Otto-Eldred School District
Attn: Mr. Matthew Splain - Superintendent
143 R L Sweitzer Dr
Duke Center, PA 16729
(814) 817-1385
(814)966-3911 (fax)
mattsplain@ottoeldred.org

PART 1. GENERAL INFORMATION

1.1 PROJECT

The Otto-Eldred School District is interested in contracting for a full range of energy services and energy-related improvements (Energy Conservation Measures or ECMs), financed through a guaranteed energy savings contract, for the Project Site(s). The ECMs may include but are not limited to improvements to HVAC systems, lighting systems, building envelope systems, plumbing systems, water consumption systems, and/or renewable energy systems. Other opportunities may include measures that do not reduce energy consumption but rather result in cost savings such as fuel switching, demand reduction, onsite generation, utility bill auditing, utility rate changes, distribution upgrades, etc. ECMs may also include the training of facility staff with respect to routine maintenance and operation of all improvements. ECMs must result in a guaranteed minimum energy savings with the ESCO payments linked to actual documented energy and cost reductions. Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Otto-Eldred School District.

The contract shall be no longer than fifteen (15) years in duration and must comply with applicable statutes, regulations, and procurement laws. The savings achieved by the ECMs must be sufficient to cover all project costs including annual maintenance and monitoring fees on an annual basis for the duration of the contract term. The contract must provide that the savings in any year are guaranteed to the extent necessary to make payments under the contract during that year. Any shortfall in savings is the responsibility of the ESCO to reimburse the district.

1.2 DESCRIPTION OF PROCUREMENT PROCESS

It is anticipated the process for the procurement of these energy services will proceed as follows:

- A. **SUBMISSION OF WRITTEN PROPOSALS.** ESCOs will be required to conduct a technical assessment of the Project site. The Otto-Eldred School District will review and evaluate proposal submissions in accordance with the evaluation criteria listed below.
- B. **SELECTION OF ESCO.** The Otto-Eldred School District will select the best qualified ESCO to negotiate a final contract scope, specific financing arrangements and terms, and the project energy and cost savings, as well as special conditions offered by the ESCO.

1.3 EVALUATION CRITERIA.

Evaluation of Proposals. Proposals will be evaluated based on completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals, client references and responses of the short listed ESCOs during any final selection interviews, as appropriate. The evaluation criteria are as follow:

- A. Experience
 - 1) Qualifications and experience of ESCO's personnel with implementing guaranteed energy savings contracts.
 - 2) Quality and completeness of documentation of achieved energy savings from previous projects.
 - 3) Reliability of equipment performance on past projects.
- B. Project Management
 - 1) Clear assignment of responsibility for various project tasks to specific individuals
 - 2) Ability to effectively manage project construction and complete project on schedule.

- 3) Quality of energy savings monitoring, and measurement and verification services on past projects.
- 4) Clarity, organization and level of detail in written proposal.
- 5) Quality of communication skills of the ESCO's personnel

C. Technical Approach

- 1) Quality of project-specific technical proposal, including comprehensiveness of analysis and understanding of existing building systems and conditions.
- 2) Quality of the proposed ECMs and associated cost and savings estimates.
- 3) Quality of approach to project commissioning.

D. Financial

- 1) Financial soundness and stability of the ESCO.
- 2) Project financials (cost and savings).
- 3) Demonstrated ability to provide or arrange project financing.

E. Measurement & Verification

- 1) Description of method(s) used to confirm guaranteed energy savings.
- 2) Demonstrated experience in past projects.
- 3) Example of annual M&V Report.

1.4 REJECTIONS OF PROPOSAL

The Otto-Eldred School District reserves the right to reject at any time any and all proposals received, or to negotiate separately with any and all competing ESCOs.

1.5 INCURRING COSTS

The Otto-Eldred School District is not liable for any cost or expenses incurred by the ESCOs in the preparation of their written responses or for attendance at any conferences and meetings related to the RFP. Any cost or expense incurred by ESCOs in performing any analyses associated with this RFP shall be borne solely by the ESCO.

1.6 AMENDMENT TO THE RFP

If it becomes necessary to revise any part of the RFP, an amendment will be issued to all proposers who received the basic RFP.

1.7 CONFIDENTIALITY

To the extent allowed by law, proposals will be held in confidence by the Otto-Eldred School District.

1.8 RESTRICTION OF CONTACT

From the issue date of the RFP until a determination is made regarding the final selection of the Project ESCO, all contacts with district personnel (including Board Members) concerning this RFP must be made through/coordinated through the district's business office. Failure to do so will result in ESCO disqualification.

1.9 PROPOSALS

To be considered, proposals must be a complete response to the RFP. Proposals are to be straightforward, concise presentations without extraneous material. Font size may be no smaller than 10 point. The proposal must remain valid for ninety (90) calendar days.

1.10 PAYMENT AND PERFORMANCE BONDS

The successful ESCO shall be required to provide payment and performance bonds in the amount of 100% of the total contract value.

1.11 PRIME CONTRACTOR ACCOUNTABILITY

The ESCO selected as the project contractor under this RFP will be considered the prime contractor. The ESCO will be required to assume full responsibility for delivery of all services for each facility as specified in the RFP and included in the final contract. Further, the selected ESCO will be the sole point of contact concerning all contractual matters for the duration of the contract term.

1.12 SITE VISITS

The Otto-Eldred School District will arrange inspection tours of the building to be audited. Site visits for each of the buildings may be scheduled by contacting Matthew Splain (mattsplain@ottoeldred.org).

1.13 PROPOSED PROJECT SCHEDULE

Issue RFP	03/10/2021
Pre-Proposal Meeting	03/31/2021 at 9am (Otto-Eldred District Office)
Receipt of Proposals	04/20/2021 by 3pm
Selection of ESCO	05/11/2021

PART 2. SCOPE OF SERVICES – TECHNICAL REQUIREMENTS

- 2.1 All energy audits (including this RFP response), feasibility studies, engineering, design, plans and specifications shall be prepared, reviewed and approved by Professional Engineers licensed in the Commonwealth of Pennsylvania.
- 2.2 The Otto-Eldred School District reserves the right of final approval of any selected equipment or modifications proposed. Only prior reviewed and approved equipment or modifications will be permitted. Review and approval shall be conducted by the district in a timely manner.
- 2.3 The ESCO will be required to work with current building management and maintenance personnel, to coordinate construction and provide appropriate training in the operation of all retrofits. No equipment shall be installed that will require the hiring of additional personnel by the Otto-Eldred School District unless contract negotiations produce explicit exemption of this rule for a specific installation.
- 2.4 ESCO must provide two (2) complete sets of reproducible "as built" and record drawings of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings. Operations and Maintenance manuals must be submitted within 30 days of the completed installation.
- 2.5 The ESCO shall be responsible for the proper removal offsite of all packaging materials and all replaced or demolished materials or equipment.

PART 3. CONTRACTUAL PROVISIONS

- 1.1 The contents of the RFP as well as the ESCO's proposal become part of the final contract.
- 1.2 The Otto-Eldred School District reserves the right of final approval over the scope of work and all end-use conditions. Only prior reviewed and approved equipment and modifications will be permitted by the district.
- 1.3 The ESCO shall demonstrate insurance coverage during the life of the contract public liability and property damage insurance in the amount of \$1,000,000 against claims of damages for bodily injury, including wrongful death, as well as from claims for property damages which may arise from operation under this contract, whether such operations be by the ESCO, or any subcontractor or anyone directly employed on the project. This insurance shall not expire or be cancelled without ten (10) days advance written notice to the Otto-Eldred School District. The ESCO shall require sub-contractors not protected under the ESCO's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the ESCO for comprehensive public liability and property damage.
- 1.4 All drawings, reports, and materials prepared by the ESCO in the performance of the contract shall become the property of the Otto-Eldred School District and shall be delivered to them as needed or within thirty (30) days after construction is completed and accepted by the district that the project is fully installed and operating properly.
- 1.5 The ESCO must secure all necessary licenses and permits and comply with all federal, state and local laws with respect to this project. All work completed under this contract must be in compliance with all applicable building codes and accreditation, certification, and licensing standards. All drawings will be stamped by a Pennsylvania Professional Engineer.
- 1.6 The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by the Otto-Eldred School District that the project is fully installed and operating properly.
- 1.7 ESCOs will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the contract. Annual reconciliation of the achieved savings will be required.

PART 4. ESCO SUBMISSION REQUIREMENTS

Each respondent is required to fully answer all questions in each category listed below. Provide your responses on 8 ½" x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response to this attachment should be numbered sequentially. Respondents must also include a Table of Contents that indicates the section and page numbers corresponding to the information included.

1.0 Project Summary

Based on your technical site assessment and available information discuss the site conditions and status of building systems, current operating procedures and potential cost effective energy conservation measures (ECMs). Summarize the ECMs likely to be included in this project and the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value to the Commonwealth of your firm's services. Preliminary ECMs must include description of the measure, estimated implementation costs, and estimated energy savings. ***Final project scope must be within +/- 10% of the preliminary costs and savings estimates.***

1.1 Project Team Members

Describe the relevant experience, qualifications and educational background for **ONLY** those PRIMARY team members **who will directly be assigned to this project**. Use the following form:

- 1.1. **ESCOs Team Member Qualification Form.**
Do not include individual resumes in lieu of this information.

Use one form to describe each of the Project Team Members. A sample form follows.

1.1 ESCOs Team Member Qualification Form

Personnel Information	
Name of project team member:	
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location: Job responsibilities:	
Previous Employment Company name: Number of years with firm: Job responsibilities:	
Educational Background Degrees/disciplines: College/university:	
Professional/Technical Professional affiliations: Publications: Technical training: Indicate the total years of relevant energy-related experience for this individual:	
Five Year History of Energy Performance Contracting Project Experience	
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	
Describe the specific role and responsibilities this individual had for each listed project.	

Personnel Information	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	

1.2 Organizational Chart

Submit an organizational chart that clearly identifies the roles and relationships of all key team members.

1.3 Project Plan

Provide a project implementation plan to include key milestone dates.

1.4 Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

1.5 Cost of Audit

Provide a cost proposal for Investment Grade Energy Audit which would be paid by the District if no guaranteed energy savings contract is negotiated.

1.6 Project Commissioning

Describe your approach to project commissioning including procedures and personnel assignments.

1.7 Project Training

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

1.8 Project Maintenance

Describe any major changes in operations or maintenance for this project that you company anticipates. Include a description of the types of maintenance services projected for this project. Address how you would approach the role of district personnel in performing maintenance on new and existing equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement and what impact termination of the maintenance prior to the end of the contract term would have on the savings guarantee.

1.9 Savings Measurement & Verification

Please submit an explanation of your proposed Measurement & Verification Plan for the project using the IPMVP (International Performance Measurement & Verification Protocol) standards. Include your proposed M&V plan for each proposed ECM (energy conservation measure) with a brief explanation. It is not necessary to define the four IPMVP options as part of your response.

1.10 Sample Contract Documents

Provide a complete set of sample contract documents that may need to be executed as part of this agreement. These would include the agreement for the Investment Grade Energy Audit and the contract for the implementation of the follow-on guaranteed energy savings project.

1.11 Project History And Client Reference Form

Provide at least 5 (five) and no more than 10 (ten) energy performance contracting projects (client references) **in repayment** by and currently under contract with your firm. Each client reference shall be completed utilizing the following form: **All information requested is required.**

Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Please put an asterisk by any project references involving buildings similar to the building(s) described in the technical appendices.

Information for each of the Annual Savings listed MUST be completed using the format provided. DO NOT provide energy savings in terms of BTU's or dollars. Data should be given in the form of fuel units that appear in the utility bills.

A sample ESCO Project History and Client Reference Form follows.

**ESCO PROJECT HISTORY AND CLIENT REFERENCE FORM
(ATTACHMENT A—1.7)
COMMONWEALTH OF PENNSYLVANIA
GUARANTEED ENERGY SAVINGS CONTRACT**

Project History	
Project Name and Location	
Type of Facility(s) and Use; Number of Buildings; Total Square Footage	
Number and Types of ECMs. Indicate the method of Measurement and Verification used for each ECM. IPMVP Option letters (A, B, C, and D) should be used.	
Project Dollar Amount (installed project costs)	
Financed Project Cost	
Source of Project Financing	
Construction Start and End Dates	
Guarantee Period Start & End Dates	
Indicate if the project was completed on schedule. If not, please explain.	
Dollar Value of Projected Annual Energy Savings	
Dollar Value of Guaranteed Annual Energy Savings	
Indicate the total percent of stipulated savings.	
Dollar Value and Type of Annual Operational Cost Savings, if applicable (e.g., outside maintenance contracts, material savings, etc.).	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s). Limit the identification of personnel to those who will be assigned to this project.	
Provide current and accurate telephone and fax numbers and email address of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

PROJECT HISTORY SAVINGS FORM

Project Name, Location							
Performance Information							
Annual Savings (List Commodity Savings in Units – not Dollars)	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
Electric Demand (KW)							
Electric Energy (KWH)							
Natural Gas							
Fuel Oil							
Steam							
Water							
Other (Specify)							
Other (Specify)							
Material (\$)							
Maintenance Contracts (\$)							
Total Annual Savings (\$)							
ESCO Notes or Comments							

1.12 ESCO's CAPABILITY AND EXPERIENCE PROFILE

The ESCO's Capability and Experience Profile Form required to be submitted is provided below:

Identify all personnel assigned to this project with primary responsibilities for each of the technologies listed.

TECHNICAL CAPABILITY—LIST PERSONNEL	Primary roles & responsibilities	Years of experience with specific technology	Years employed with an ESCO	# of EPC projects implemented while in this role	List 5 most recent EPC projects with specific role and responsibility
LIGHTING					
HVAC					
Energy Management Systems					
Steam Heating					
Heat Pumps					
Heat Recovery					
CENTRAL PLANTS					
Central Chiller					
Central Heating					

ESCO's CAPABILITY AND EXPERIENCE PROFILE (cont'd)

Identify all personnel assigned to this project with primary responsibilities for each of the services listed.

SERVICE CAPABILITY—LIST PERSONNEL	Primary roles and responsibilities	Years of experience with specific service	Years employed with an ESCO	# of EPC projects implemented while in this role	List 5 most recent EPC projects with specific role and responsibility
PROJECT MANAGEMENT					
ENGINEERING/DESIGN					
CONSTRUCTION MANAGEMENT					
TRAINING					
COMMISSIONING					
MEASUREMENT & VERIFICATION					
O&M SERVICES					

ATTACHMENT A

**Technical Facility Profile
Otto-Eldred School District
Duke Center, PA**

OVERVIEW.

For the purposes of this RFP the facilities shall be limited to:

Otto-Eldred Elementary School (5 Bennett St, Eldred, PA)

BUILDING AREA / DESCRIPTION:

- 50,000 square feet.
- Last major renovation: 2010.
- Primarily hot water heating.
- Single story construction.
- Primarily fluorescent lighting (interior).

CURRENT ANNUAL ENERGY USAGE.

- Electricity (KWH): 277,641
- Natural Gas (CCF): 2,861,000

Potential Energy Conservation Measures:

- Interior lighting, outdoor wall lighting
- Heating boilers, hot water pumps
- Windows / doors
- Faucets / water conservation
- Roof top HVAC equipment
- Automation controls
- Other measures as proposed by the submitting ESCO

Otto-Eldred Jr Sr High School. (143 R.L. Sweitzer Drive, Duke Center, PA)

BUILDING AREA / DESCRIPTION:

- 95,000 square feet.
- Last major renovation: 1998.
- Primarily hot water heating.
- Three story construction.
- LED Lighting throughout.

CURRENT ANNUAL ENERGY USAGE.

- Electricity (KWH): 425,116
- Natural Gas (CCF): 3,789,000

Potential Energy Conservation Measures:

- Heating boilers, hot water pumps.
- Windows / doors
- Faucets / water conservation
- Roof top HVAC equipment
- Automation controls
- Other measures as proposed by the submitting ESCO

**Otto-Eldred School District
GUARANTEED ENERGY SAVINGS PROJECT**

Amendment Revised Language:

Introduction:

The Otto-Eldred School District,(hereinafter, District) is interested in contracting for a full range of energy services and energy-related capital improvements ("energy conservation measures" or "ECMs") financed through a guaranteed energy savings contract to be implemented in the facility(s) identified in Attachment A. The cost of implementing the ECMs shall be financed through a Guaranteed Energy Savings Contract in accordance with the requirements of Act 57 of 1998, 62 Pa. C.S. §3751-3757 and Act 77 of 2004, 62 Pa. C.S. §3752-3758 ("Acts 57/77"), Act 39 of 2010, and Act 163 of 2016, collectively known as the Guaranteed Energy Savings Act (PA GESA). Energy Service Companies (ESCOs) which are interested in being selected for this project are required to submit a formal Proposal to the District at the address listed below. The District will select an ESCO based upon the information provided in the Proposals and the District's evaluation of ESCO qualifications.

A non-mandatory pre-proposal meeting will be held at the Otto Eldred School District office on MARCH 31, 2021 at 9 AM. A tour of the district's facilities will follow the completion of the meeting. Any follow up meeting request can be schedule with the District Office.

Proposals must be received by the issuing District no later than **3 PM on MAY 7, 2021** at the following address:

Part 1. General Information

1.1 Project (2nd paragraph)

The District encourages a project no longer than fifteen (15) years; however, the contract shall be no longer than twenty (20) years in duration and must comply with applicable statutes, regulations, and procurement laws. The savings achieved by the ECMs must be sufficient to cover all project costs including annual maintenance and monitoring fees on an annual basis for the duration of the contract term. The contract must provide that the savings in any year are guaranteed to the extent necessary to make payments under the contract during that year. Any shortfall in savings is the responsibility of the ESCO to reimburse the district.

Amend the following:

1.13 Project Schedule

Issue RFP	03/10/2021
Pre-Proposal Meeting	03/31/2021 at 9am (Otto-Eldred District Office)
Receipt of Proposals	05/7/2021 by 3pm
Selection of ESCO	05/11/2021

Add:

1.14 Federal Procurement Requirements

CUSTOMER intends to utilize Federal grant dollars to pay for all or part of this resulting project. Any supplier receiving these funds as full or partial payment for goods or services must be able to comply with the following federal terms and conditions.

These terms and conditions are dictated by the funding agency. The CUSTOMER must comply by ensuring that the supplier selected understands and can abide by the funding agency requirements. The CUSTOMER cannot deviate from or alter the terms and conditions required by the funding agency. The ESCO agrees, with respect to the award (purchase order, contract, or subcontract), to be bound by the following applicable Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200): The Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards incorporated by reference, with the same force and effect, as if they were given in full text. The full text of the appendices may be accessed electronically at:
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- Equal Employment Opportunity
- Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401
- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
- Byrd Anti-Lobbying Amendment (31 U.S.C. 135)
- Debarment and Suspension (E.O.s 1259 and 12689)
- Procurement of Recovered Materials pursuant to 2 C.F.R. § 200.322
- Davis-Bacon Act: As amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The contracts must also include a provision for compliance Revised March 2018 73 with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- Contract Work Hours and Safety Standards Act Clause. (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers, supplier must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Supplier agrees and acknowledges that, to the best of the supplier's knowledge after due inquiry, there exists no actual or potential conflict of interest between a CUSTOMER employee, or his or her immediate family member or partner, and ESCO.

Supplier agrees and acknowledges that the amounts to be paid by CUSTOMER for the goods or services under this agreement will include a reasonable allowance for profit.

Contractors and subcontractors to ESCO must meet and abide by the same Federal procurement Acts and Provisions.