

**MASTER AGREEMENT #071624****CATEGORY: Energy Savings Performance Contracting with Related Services****SUPPLIER: McClure Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McClure Company, 4101 North Sixth Street, Harrisburg, PA 17110 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 25, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #071624 to Participating Entities. In Scope solutions include:
- a. Technical Energy Audit and Project Proposal Phase
- i. Development of a contract for the Technical Energy Audit with the selected Contractor.
  - ii. Conducting an investment-grade audit to identify and evaluate cost-saving measures.
  - iii. Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.
  - iv. Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.
- b. Implementation/Commissioning and Financing Phase
- i. Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.
  - ii. Provision for implementation and follow-up services to be provided during the financing term.
  - iii. Development of a separate financing agreement.
- c. Post-implementation Guarantee/Monitoring Phase
- i. Provision of a variety of services by the Contractor after implementation to ensure savings are met.
  - ii. Offering a savings guarantee.
  - iii. Providing staff training.
  - iv. Conducting follow-up monitoring.
  - v. Maintenance of the contract through various support services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, 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 C.F.R. § 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 decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to

the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;



- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

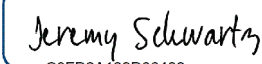
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

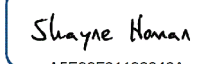
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 9/23/2024 | 9:00 PM CDT  
\_\_\_\_\_

McClure Company

DocuSigned by:  
  
A5E96F31192846A...  
By: \_\_\_\_\_  
Shayne A. Homan, PE  
Title: President  
Date: 9/23/2024 | 11:35 AM PDT  
\_\_\_\_\_

# RFP 071624 - Energy Savings Performance Contracting with Related Services

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## Vendor Details

Company Name: McClure Company  
Does your company conduct business under any other name? If yes, please state: PA  
Address: 4101 N 6th Street  
Harrisburg, PA 17110  
Contact: Alyssa Wingenfield  
Email: alyssawingenfield@mcclureco.com  
Phone: 717-514-0576  
Fax: 717-232-9743  
HST#: 23-1420865

## Submission Details

Created On: Tuesday May 28, 2024 07:28:08  
Submitted On: Monday July 15, 2024 15:12:24  
Submitted By: Alyssa Wingenfield  
Email: alyssawingenfield@mcclureco.com  
Transaction #: b5bc6622-5a58-44e6-a774-590b7f96f02c  
Submitter's IP Address: 50.236.186.22

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**Specifications**

**Table 1: Proposer Qualifications**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	McClure Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell?	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CYHXFV6JNFF6
5	Provide your NAICS code applicable to Solutions proposed.	541690 – Energy Consulting Services 237130 Alternative energy (e.g., geothermal, ocean wave, solar, wind) structure construction 238220 – Plumbing, Heating and AC
6	Proposer Physical Address:	4101 North Sixth Street, Harrisburg, PA 17110
7	Proposer website address (or addresses):	www.mcclureco.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Shayne A. Homan, PE President 4101 N 6th St, Harrisburg, PA 17110 shaynehoman@mcclureco.com 717.232.9743 x2936
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alyssa Wingenfield Vice President, Sales & Marketing 4101 N 6th St, Harrisburg, PA 17110 alyssawingenfield@mcclureco.com 717.232.9743 x2816
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lynn DeSantis Marketing Administrator 4101 N 6th St, Harrisburg, PA 17110 lynnedesantis@mcclureco.com 717.232.9743 x3819
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity as an energy service company (ESCO).	<p>Founded over 70 years ago, Pennsylvania-based McClure Company has earned a strong reputation in engineering, performance, construction, and customer service. Specializing in both construction and modernization, McClure Company considers the entire lifecycle of building systems and their interactions with other building requirements. Our expertise spans mechanical, electrical, plumbing, process, and building automation systems. By leveraging advanced capabilities, McClure Company's innovative approach minimizes costly rework and identifies efficiencies in the construction process, ensuring that budget and schedule goals are consistently met.</p> <p>McClure Company is a collaborative engineering firm that excels in the planning, engineering, design, management, and coordination of building systems. Unlike traditional engineering firms, McClure Company delivers designs that are efficient to install, operate, and maintain, consistently achieving project budget and schedule targets.</p> <p>Focusing on connected solutions, McClure Company meets customers' performance, energy, sustainability, quality, time, and resource goals for each project. Their in-house team of engineers, coordinators, BIM specialists, and construction experts provides a unique advantage, reducing overall costs by ensuring the constructability, operation, and maintenance of their designs.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See Financial Report in Uploaded Additional Document
13	What is your US market share for the solutions that you are proposing?	McClure does not divulge market share for specific offering or region categories; however, we can report on our North American market share of energy savings performance contracting is 2%.
14	What is your Canadian market share for the solutions that you are proposing?	McClure does not divulge market share for specific offering or region categories; however, we can report on our North American market share of energy savings performance contracting is 2%.
15	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A



16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) McClure Company is a service provider with a network of sales and service branches that are 100% company owned. All our staff are full-time employees including our project delivery teams as well as our sales and marketing teams.</p> <p>Where needed, we do work with subconsultant partners that can provide specialized expertise in specific areas. We have a network of partners that we work with across many geographic areas. However, if a client has a preferred specialist, we are also willing to work with those firms that our clients recommend, when needed.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<ul style="list-style-type: none"> <li>• One of twenty-two energy service companies accredited by the National Association of Energy Service Companies (NAESCO).</li> <li>• 15 Professional Engineers (PE) nate</li> <li>• 10 Certified Energy Managers (CEM)</li> <li>• 2 Certified Measurement and Verification Professional (CMVP)</li> <li>• 8 LEED Accredited Professionals</li> </ul>
18	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	N/A
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>2023 Member Award, National Association of Energy Service Companies (NAESCO)                  2019-2023 Best Places to Work in PA - Large Companies, Central Penn Business Journal / Team Pennsylvania                  2023 #1 - Top Specialty Contractors List, Central Penn Business Journal                  2023 #155 - Top 600 Specialty Contractors in the US, Engineering News-Record                  2023 #30 - Top 50 Mechanical Firms in the US, Engineering News-Record                  2023 Excellence in Safety Award, American Subcontractors Association of Central Pennsylvania / Pennsylvania Builders Exchange                  2023 Safety Award, Keystone Contractors Association                  2022 Award of Safety Excellence, SMACNA (Sheet Metal and Air Conditioning Contractors' National Association)                  2022 Safety Excellence Certificate of Commendation, MCAA (Mechanical Contractors Association of America)                  2022 #16 - Top Private Companies List, Central Penn Business Journal                  2021 #1 - Top Specialty Contractors List, Central Penn Business Journal                  2021 #21 - Top 50 Mechanical Firms in the US, Engineering News-Record                  2020 #29 - Top 50 Mechanical Firms in the US, Engineering News-Record                  2020 #1 - Top Specialty Contractors List, Central Penn Business Journal                  2020 Certificate of Commendation for Safety Excellence, MCAA (Mechanical Contractors Association of America)                  2020 Excellence in Safety Award, American Subcontractors Association of Central Pennsylvania                  2020 Safety Recognition for Zero Lost Time, Keystone Contractors Association                  2019 Excellence in Safety Award, American Subcontractors Association of Central Pennsylvania                  2019 Safety Award Finalist, Keystone Contractors Association</p>
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	1%
21	<p>What percentage of your sales are to the education sector in the past three years</p>	45%
22	<p>List any state, or cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?</p>	PA – COSTARS, total sales for the past three years \$4,142,364.17
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	GSA – Contract GS21F0063V past three years sales \$1,462,161.00

**Table 2: Proposer Qualifications: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
School District of Lancaster (Sourcewell Account # 14884)	Matt Shields, PCSBO, Director of Facilities and Building Operations	(717) 291-6106 (office) (717) 925-5957 (mobile)
Oxford Area School District (Sourcewell Account # 158701)	Brian Cooney, Business Administrator	610) 932-6600 (office) (570) 241-2742 (mobile)
Allentown School District (Sourcewell Account # 9605)	Tom Smith, Executive Director of Facilities Services	(484) 765-4980 (office) (610) 704-9208 (mobile)

**Table 3: Proposer Qualifications: Top Five Projects**

**Line Item 25.** Provide a list of your top five government, education, or non-profit performance contracting projects your firm completed (entity name is optional).

Project Data	Project 1	Project 2	Project 3	Project 4	Project 5
Project Name	Allentown School District	Bradford Area School District	Pennsylvania Dept of Conservation & Natural Resources Central Region	Northampton County	Pennsylvania Capitol Complex
Facility Type and Use	Public Education K-12	Public Education K-12	State Recreational Parks & Forest Districts	Courthouse, Corrections Facility, Nursing Home	Office Buildings, Governor's Mansion
Project Size -Number of Buildings -Total Square Footage	29 Buildings 2,688,080	4 Buildings 561,009	64 State Parks, 16 Forest Districts 2,138,222	10 Buildings 328,149	16 Buildings 2,897,076
Types of Measures	HVAC Upgrades LED Lighting Upgrades Transformer Upgrades Building Envelope Insulation Upgrades District Wide Preventative Maintenance Program	Bldg Envelope Improvements & Sealing Transformer Replacements HVAC and Control Upgrades HS Locker Room Renovations HS Gymnasium Renovations HS Piping Main Replacements George Blaisdell ES Electrical Upgrades MS Asbestos Abatement & VCT Flooring Upgrades Interior/Exterior LED Lighting Upgrades Ceiling Replacements MS Gymnasium Wall Repairs	LED Lighting Building Envelope & Air Sealing Roofing Upgrades Window Upgrades Garage Door Upgrades Storage Upgrades HVAC System Upgrades DHW System Upgrades Boiler/Furnace Upgrades Controls/Recommissioning Residence HVAC/Boiler/DHW Cabin Heating Cottage Heating Shower House DHW Upgrades Restroom DHW Upgrades Water Conservation Solar Vent Fan Geothermal Well/Alternative Fuel Source Underground Utility Replacement EV Charging Station Cabin Cooling Addition On Lot Sewage System Upgrades	County Wide Lighting Upgrades Steam Trap Upgrades RTU Replacement Boiler Replacements Prison BAS Window Replacements Plumbing Upgrades Chiller Replacements Roof Replacement Electrical Upgrade HVAC System Upgrade Sewer Line Installation Gracedale Nursing Home Renovations	Geothermal Central Plant (Governor's Mansion, Tent & Arsenal Buildings) HVAC Upgrades Window Replacements Control Upgrades Replace MUA Units Boiler Upgrades Central Plant Upgrades CHW Insulation Upgrades Electrical System Upgrades Domestic Hot Water Upgrades Lighting Upgrades Air Cooled Chiller Replacement Pumping Upgrades DCV Chiller Roof Replacement Steam Loop Removal & Boiler Flue Upgrades Installed Micro CHP Building Envelope Upgrades
Project Cost: Installed Project Costs	\$37,555,289 (\$28,863,597 currently under construction)	\$30,625,830	\$16,262,423	\$19,089,413	\$22,612,787
Project Cost: Financed Amount	\$0	\$0	\$16,262,423	\$19,089,413	\$22,612,787
Guaranteed Annual Savings (\$)	\$2,089,737	\$1,960,734	\$1,272,546	\$1,625,000	\$1,585,782
Financing/Funding Source	Self-funded	Self-funded	Self-Procured Funding	Self-Procured Funding	Self-Procured Funding
Project Schedule -Construction Start and End Dates -Guarantee Period Start and End Dates	6/2022 – 10/2023 6/2022 – 7/2043	6/2022 – 10/2023 6/2022 – 7/2043	10/2022 – 11/2023 10/2023 – 10/2043	9/2011 – 4/2013 4/2013 – 4/2023	3/2022 – 3/2024 4/2024 – 4/2044
Measurement and Verification Methods	IPMVP Options A & D	IPMVP Options A & D	IPMVP Options A & D	IPMVP Options A, B, C & D	IPMVP Options A, B, C & D
Term of financing agreement	N/A	N/A	N/A	N/A	N/A

**Table 4: Proposer Qualifications: Ability to Sell and Deliver Solutions**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	McClure's sales force is dynamic and will travel to meet the needs of Sourcewell participating entities throughout the United States and in Canada. Our sales force has offices in Maryland, Pennsylvania, and Virginia and we are looking at expanding into the Mid-Atlantic, including New York, New Jersey, Ohio, West Virginia and North Carolina. Our sales team currently has 38 full-time, direct employees dedicated to public sector work – including but not limited to public K-12 education, state government, county government, and municipalities.  Our sales and service teams overlap through custom-built sales and project management software tailored to our specific business needs. This internally developed system integrates seamlessly with our service group, providing a unique platform for managing sales pipelines, project timelines, and team collaboration. It offers real-time data insights, robust reporting features, and a user-friendly interface designed to enhance productivity and efficiency across all departments. In addition, our teams overlap through cross-functional training, monthly meetings, coordinate project resolution, project financial status reviews and more.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	N/A

28	Service force.	<p>McClure's service force is customer-centric and will travel to meet the needs of Sourcewell participating entities throughout the United States and in Canada. Our service force has offices in Maryland, Pennsylvania, and Virginia and we are looking at expanding into the Mid-Atlantic, including New York, New Jersey, Ohio, West Virginia and North Carolina. Our service team currently has 125 full-time, direct employees dedicated to service public sector projects. In addition, we have had up to 425 union mechanical installers on our payroll to support the installation and maintenance of these projects. The type of projects we build include but are not limited to public K-12 education, state government, county government, and municipalities.</p> <p>Our sales and service teams overlap through custom-built sales and project management software tailored to our specific business needs. This internally developed system integrates seamlessly with our service group, providing a unique platform for managing sales pipelines, project timelines, and team collaboration. It offers real-time data insights, robust reporting features, and a user-friendly interface designed to enhance productivity and efficiency across all departments. In addition, our teams overlap through cross-functional training, monthly meetings, coordinate project resolution, project financial status reviews and more.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>McClure's approach to the energy savings performance contracting process includes the steps below. McClure has a comprehensive and integrated approach to project delivery that aligns the interests of the owner, designers, and builders. By fostering collaboration and efficiency, it helps ensure projects are completed on time, within budget, and to the required quality standards.</p> <ol style="list-style-type: none"> <li>1. Project Initiation and Feasibility Study: The owner defines the project's scope, objectives, and budget and our internal team conducts a feasibility study / site assessments are conducted to understand the project's potential and constraints.</li> <li>2. Selection: Through a request for proposal, our team is selected by the owner, a scope and cost is developed, the project is approved, and a contract is executed.</li> <li>3. Preconstruction: Upon contract signature, the final design is complete, equipment is purchased, and the permitting and other regulatory approvals are completed.</li> <li>4. Construction: McClure mobilizes and preps the site. Our team provides construction management, to ensure the quality, schedule and safety is maintained. In addition, we ensure quality control and weekly updates to the owner on progress.</li> <li>5. Project Close Out: Once the project is substantially complete, McClure will complete commissioning and functional testing systems to make sure they operate at their highest efficiency. McClure will then work with the owner creating and completing a punch list of any outstanding items. In addition, McClure will complete any warranty work and the contractual measurement and verification reports – ensuring the owner sees quality workmanship and the promised return on investment.</li> </ol>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service program is built on responsiveness, expertise, and continuous improvement. By committing to swift response times, detailed resolution processes, and customer feedback integration, we ensure high levels of customer satisfaction. Additionally, our incentive programs motivate our support staff to meet and exceed service goals, fostering a culture of excellence in customer service. Below is a detailed description of our 5 step customer service process.</p> <ol style="list-style-type: none"> <li>1. Customer Inquiry and Initial Contact: Customers can reach us via multiple channels including phone, email, social media and our online portal. Upon receipt, the inquiry is assigned to the appropriate person / department to ensure follow up.</li> <li>2. Categorization: For any customer issues, a dedicated service team member reviews incoming inquiries to categorize and prioritize them based on urgency and complexity. Issues are categorized into different types (e.g., technical support, billing inquiries, general information) and assigned to the appropriate specialist.</li> <li>3. Escalation Procedures: Complex customer issues that are unable to be resolved through item #2 above are channeled through a multi-level support system, ensuring that unresolved issues receive attention from senior specialists and management.</li> <li>4. Customer Feedback and Follow-Up: After resolving an issue, we request feedback to gauge customer satisfaction and identify areas for improvement. The assigned team member follows up with customers to ensure that the issue was resolved to their satisfaction and to address any additional concerns.</li> <li>5. Continuous Improvement: Regular analysis of customer service data helps identify trends, recurring issues, and areas for process improvement. Our quality assurance team reviews a sample of interactions to ensure compliance with our standards and to provide constructive feedback to support staff. Ongoing training sessions are conducted to keep the team informed about new products, services, and support tools.</li> </ol>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>McClure will support all geographic areas and market sectors through the proposed contract. We will promote and offer an awarded contract to all Sourcewell member segments and verticals through the proposed contract.</p> <p>McClure's comprehensive offerings, efficient delivery, dedicated support, commitment to quality, sustainability, and proven track record make us an ideal partner for Sourcewell. We look forward to contributing to the success and growth of Sourcewell entities by meeting their diverse and evolving needs through:</p> <ul style="list-style-type: none"> <li>• Understanding Sourcewell's Mission and Requirements</li> <li>• Respond to other Sourcewell solicitations that align with our service offerings</li> <li>• Provide Sourcewell Members with Efficient Project Delivery, Competitive Pricing, and Quality Installations</li> <li>• Provide Sourcewell Members On-going Support and Service After the Sale</li> <li>• Market Sourcewell Case Studies and Testimonials</li> </ul>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are fully capable and willing to provide our products and services to Sourcewell participating entities in Canada. Our comprehensive offerings, efficient logistics, dedicated support, commitment to quality, sustainability, and proven track record make us an ideal partner for Sourcewell in Canada. We look forward to contributing to the success and growth of Sourcewell entities by meeting their diverse and evolving needs. We understand Canadian market requirements and will provide a diverse portfolio of services meaningful to public entities. We offer the same diverse portfolio of offerings that are available in the United States and will leverage our logistics team to ensure full-service reach to all provinces and territories. We will support the customer through the transaction and continue to follow up after the sale to ensure their goals and needs are met. We will highlight completed Sourcewell projects to other Canadian communities to ensure growth in the marketplace.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>McClure can service all geographic areas of the United States and Canada and can serve all Sourcewell Member sectors. We provide performance contracting services to all markets and sectors and have entire teams dedicated to local/state/federal government, higher education, K-12 schools, and healthcare.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>McClure can provide performance contracting services to all geographic areas in North America across all entity sectors with no limitations.</p>
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes</p>

**Table 5: Proposer Qualifications: Depth and Breadth of Solutions Offered**

Line Item	Question	Response *
36	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>McClure Company can offer services to upgrade HVAC, controls, lighting, renewable, and other systems. McClure Company does not manufacture a product. Because of this, we will evaluate the systems based on the best solution, not based on what we manufacture. We will evaluate the following items at a minimum:</p> <ul style="list-style-type: none"> <li>HVAC System Design, Installation, and Service</li> <li>Air Conditioning Unit Replacements</li> <li>Chiller Replacements</li> <li>Central Plant Upgrades</li> <li>HVAC System Modifications</li> <li>Variable Speed/Frequency Drives</li> <li>Air Compressor Replacement/Upgrade</li> <li>Fuel Conversion</li> <li>Boiler/Burner Replacement</li> <li>Boiler Heat Recovery</li> <li>Boiler Combustion Controls</li> <li>Energy Management Control System</li> <li>Economizer Control</li> <li>Chiller Optimization and Control</li> <li>Lighting</li> <li>Incandescent or Florescent to LED Lighting Conversion</li> <li>Conversion from HID Lights</li> <li>Motion Sensor Control</li> <li>Day Lighting Control</li> <li>Exit Sign Conversion</li> <li>Roofing / Windows / Building Envelope</li> <li>Security Systems</li> <li>Wireless Network</li> <li>Building Envelope Improvements</li> <li>Domestic Hot and Cold-Water System</li> <li>Water Consumption</li> <li>Sewage Costs and Usage</li> <li>Demand Response</li> <li>Onsite Generation</li> <li>Combined Heat and Power</li> <li>Electrical Infrastructure Upgrades</li> <li>Kitchen Appliance Conversion to Gas</li> <li>High Efficiency Motors</li> <li>Motor Down-Sizing</li> <li>IT Strategies</li> <li>Commodity Purchasing</li> <li>Doors Upgrades</li> <li>Sustainable Solutions</li> <li>Solar Energy Systems</li> <li>Geothermal</li> <li>Energy Conservation Awareness Training</li> </ul>
37	What is your process for measurement and verification?	<p>Baseline energy use, post-installation energy use and energy (and cost) savings will be determined using the following Measurement and Verification (M&amp;V) techniques:</p> <ul style="list-style-type: none"> <li>• Engineering Calculations</li> <li>• Metering and Monitoring</li> <li>• Utility Meter Billing Analysis</li> <li>• Computer Simulations</li> </ul> <p>McClure has procedures and schedules for measuring financial performance of projects. A description of how the guaranteed provision works if project results vary from projections can be found below. In addition, excess savings documentation is also explained below.</p> <p>As Energy Performance Contracts are based on pay for performance, each energy conservation measure or site will have a site-specific verification process to determine its savings. For each site or project, the baseline and post-installation energy use will be defined using metering, billing analysis and/or engineering calculations (possibly including computer simulation). In addition, values for certain factors that affect energy use and savings, and that are beyond the control of McClure Company, may be stipulated by the facility.</p> <p>Measurement and Verification reports will be provided on a yearly basis.</p>
38	Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.	<p>Baseline conditions may be defined by either the customer or McClure Company. If the baseline is customer-defined, then McClure Company will have the opportunity to verify it. If the baseline is defined by McClure Company, the customer will verify it. Baseline physical conditions such as equipment counts, nameplate data, and energy consumption rate and control strategies will typically be determined through surveys, inspections and/or spot or short-term metering activities. Variables which affect baseline energy calculations such as weather and building occupancy are identified.</p>
39	How is a performance guarantee provided (self-guarantee or third party)?	Self-guarantee
40	How is insurance provided (self-guarantee or third party)?	McClure self-guarantees project energy performance. McClure utilizes third-party for general business insurance.
41	With guaranteed savings contracts, how do you handle a situation where a performance guarantee is not being met?	<p>If the energy savings fall short of the guaranteed amount, McClure Company will repair or modify the energy conservation measures until the required savings are achieved. If, after modifications, the guaranteed savings still cannot be met, McClure Company will calculate the shortfall and compensate the Client for the first year's deficit. McClure will continue to pay the first year's shortfall for the duration of the contract, including any escalations in energy costs. Any savings exceeding the guaranteed amount will belong to the Client.</p>

42	How do you maintain transparency with clients regarding M&V results?	<p>Our approach to maintaining transparency includes the following key principles:</p> <p><b>Comprehensive Reporting:</b> We provide detailed reports that outline the methodologies used, data collected, and results obtained. Each report includes explanations of the M&amp;V processes, the metrics measured, and the tools and technologies employed to ensure accuracy.</p> <p><b>Open Communication:</b> We maintain an open line of communication with our clients throughout the M&amp;V process. Regular updates are provided at each stage, and we encourage clients to ask questions and provide feedback. This ensures that all parties have a mutual understanding of the progress and findings.</p> <p><b>Accessibility of Data:</b> We ensure that all data and results are easily accessible to our clients. This includes providing access to raw data and any relevant documentation. Clients can review and verify the data independently, which promotes trust and confidence in the results.</p> <p><b>Clear Explanation of Results:</b> We present M&amp;V results in a clear and understandable manner, avoiding technical jargon where possible. Visual aids such as charts, graphs, and tables are used to enhance comprehension. Additionally, we offer to walk clients through the results to ensure they fully understand the implications and outcomes.</p> <p><b>Consistent Methodologies:</b> We adhere to industry-standard methodologies and best practices in our M&amp;V processes. By using recognized and validated methods, we ensure that our results are reliable and can be compared to industry benchmarks.</p> <p><b>Continuous Improvement:</b> We are committed to continuous improvement in our M&amp;V processes. We regularly review and update our methodologies based on the latest advancements and feedback from clients. This ensures that our practices remain cutting-edge and deliver the highest level of accuracy and transparency.</p>
43	State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.)	<p>Auditing – Contractor                  Design – Contractor                  Procurement/supply of equipment from vendors and manufacturers – Contractor                  Engineering – Contractor                  Construction management services – Contractor                  Lighting – Subcontractor                  HVAC – Contractor &amp; Subcontractor                  Controls – Subcontractor                  Monitoring &amp; verification – Contractor</p>
44	Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.	<p>Our internal process for selecting and onboarding subcontractors is extremely diligent. This diligent process is by design because each subcontractor is a direct extension of McClure Company, and we want to ensure every component of our team is prepared to deliver a project on time and of the highest quality.</p> <p>In general, our selection process can be broken down into (4) focus segments as shown below.</p> <p><b>Safety and Clearances</b>                  Each subcontractor must agree to our stringent Safety protocols and metrics including but not limited to an EMR of less than 1.0 and TRIR. Each of the subcontractor's proposed work force must also meet all criminal clearances acceptable to McClure and the Client.</p> <p><b>Project Knowledge and References</b>                  When selecting a Subcontractor, our internal team requests a list of their previous project references, reviews their detailed scope of work, and illustrate why they are the best fit for this project.</p> <p><b>Delivery Plan and Staffing</b>                  Prior to contract award, our subcontractors must provide a detailed work plan and staffing plan. They must demonstrate how they are going to meet our construction schedule and willing to adhere to our construction management protocols.</p> <p><b>Financials</b>                  Initial cost is important, but it is not our single deciding factor. Once the other aforementioned criteria are met, our team spends a significant amount of time de-scoping each of our subcontractor's scope of work to ensure it aligns with the project at hand.</p>
45	Since several efficiency measures are affected by weather, describe how you perform weather corrections.	<p>If the weather deviates significantly over a season from normal conditions, McClure utilizes a method to normalize the impact of variations against the baseline. This adjustment is started by correlating the baseline energy data to the weather through heating or cooling degree days. The adjustment to the period in question can then be based on the change in number of degree days between periods. This adjustment works well where there is a strong correlation between degree days and energy consumption. Degree day data is easily available from organizations such as the National Oceanic and Atmospheric Administration.</p>
46	Do you measure equipment loads? If so, do you measure or stipulate, and what is the impact if they change?	<p>In line with standard Measurement and Verification protocols, our approach to measuring equipment loads is pivotal. Assuming the focus is on HVAC systems due to their dynamic load variations, our method hinges on whether we adopt an Option A or Option B type analysis. Under Option A, we establish precise output stipulations such as ton hours for cooling or MMBtu for heating, complemented by measuring equipment efficiency like kW/ton for cooling or heating efficiency. Changes in equipment loads directly impact energy consumption metrics, requiring adjustments in measurement protocols to accurately reflect efficiency changes. Conversely, Option B entails maintaining consistent variables like building setpoints and schedules while monitoring/measuring equipment loads over an extended period of time to discern weather-dependent patterns. Changes in equipment loads under this option require thorough examination to differentiate operational adjustments from external influences, ensuring a comprehensive assessment of energy performance. Changes in measurements or stipulations require baseline adjustments to ensure accurate measurement of achieved savings.</p>
47	Who is responsible for initial and long-term equipment performance? How is this verified and what will be done if the equipment performance does not meet expectations?	<p>At McClure, we recognize that while the customer may ultimately own and operate the equipment according to their building's needs, our role is pivotal in ensuring optimal performance from installation through the equipment's lifecycle. We commit to comprehensive training and commissioning for all projects. This process not only guarantees that the installed equipment operates at peak efficiency but also empowers staff with the knowledge of essential maintenance procedures to sustain this performance. Long-term performance is verified through customized Measurement and Verification (M&amp;V) protocols designed for each specific piece of equipment. These protocols involve systematic monitoring of key performance indicators such as energy efficiency, reliability, and operational output. This proactive approach allows us to identify any deviations from expected performance promptly and handle them accordingly.</p>

48	Describe how you verify project savings (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	<p>McClure Company's proposed measurement and verification methods adhere to those found in the following standards as applicable:</p> <ul style="list-style-type: none"> <li>o Federal Energy Management Program (FEMP 4.0)</li> <li>o International Performance Measurement &amp; Verification Protocol (IPMVP)</li> <li>o ASHRAE Guideline 14-2014</li> <li>o ISO 50015:2014</li> </ul> <p>A detailed M&amp;V plan will be tailored to the specific project and its objectives. The plan will outline key performance indicators (KPIs) that will be monitored such as energy consumption, operational efficiency, and equipment performance. The cost associated with implementing the M&amp;V Plan, including initial setup of monitoring equipment, ongoing data collection, analysis, and reporting will be evaluated. McClure's goal is to accurately measure savings in the most cost effective manner possible with the following process.</p> <p>The first step is to develop a project baseline which will be established by review of at least 12 months of building utility bills. This will be completed prior to the project and serves as a reference point to measure the effectiveness of subsequent improvements. Equipment specific baselines can be developed by metered data logging or spot measuring those individual pieces of equipment to develop a pre-project baseline.</p> <p>After project completion, McClure will implement data collection mechanisms to gather accurate and consistent performance data. Similar to the baseline period this may involve utility consumption and installing meters, sensors and monitoring systems to track energy use, operational parameters, and equipment performance in real-time.</p> <p>Upon collection of the performance data, various verification methods such as regression analysis, statistical sampling, engineering calculations, and energy modeling are used to validate the achieved savings. These savings are then compiled into a formal M&amp;V report which will outline the findings, methodologies, and outcomes of the projects savings.</p>
49	Clarify how project delays are handled. For example, failure to implement a viable project in a timely manner costs the institution in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization).	<p>The origin of delays plays a significant role in determining the solution. By using industry-standard scheduling processes and providing short-term look-ahead schedules, much of the risk for delays can be mitigated before requiring reactive measures. However, if a delay is inevitable, McClure often first looks to expedite future tasks by working with vendors or increasing labor as applicable to lessen the impact. In the event of lost savings or added costs, depending on the delivery method and contractual agreements, McClure will work with the client team to determine the most appropriate actions to deliver the project as intended. This collaborative effort between all parties ensures that project goals are met and the impact of the delay on the client's day-to-day operations is minimized.</p>
50	Clarify how you handle a premature facility closure, loss of funding, or other major change.	<p>The outcome of these activities largely depends on the project's current stage. During the development and preconstruction phases, the ability to pivot scopes, financing, or even postpone the project can be absorbed with minimal overall impact. However, once onsite activities commence, additional financial and safety considerations arise.</p> <p>During construction, if a closure or delay occurs, the site must be made safe, which may incur additional costs. Any need to remobilize to complete the work should be considered by all parties involved. Depending on the circumstances, McClure can provide alternative methods for completing work, either to safe levels for shutdown or to various operational levels. Collaboration with the site owner/operator is critical to determine the best solution.</p> <p>Our in-house team of engineers can provide immediate support to projects if changes are required to achieve safe shutdowns or alterations. Additionally, our project management team, along with our internal legal support, can navigate necessary contractual changes for full collaboration with the site.</p>
51	What is your approach to long-term preventative maintenance?	<p>At McClure Company, we prioritize the ongoing performance and reliability of installed systems through proactive preventative maintenance strategies. Our approach includes a dedicated 24/7 emergency service department, ensuring swift response to mechanical issues to minimize downtime and protect operations. With over ninety full-time field service and maintenance technicians locally stationed, we provide comprehensive support across all facilities.</p> <p>We work closely with each client to develop customized preventative maintenance programs, if desired at the clients direction, that align with operational needs and supplement existing staff capabilities. These programs adhere to manufacturer-recommended schedules and procedures, aiming to enhance equipment longevity and mitigate potential risks. Our proactive monitoring and optimization practices involve regular inspections and predictive maintenance techniques, enabling us to identify and address issues before they impact operations.</p> <p>McClure Company emphasizes transparency and documentation in all maintenance activities. We maintain detailed records of service reports, inspections, and recommendations, ensuring compliance with regulatory requirements and supporting informed decision-making. Through comprehensive training programs, we empower client personnel to perform basic maintenance tasks effectively and collaborate seamlessly with our technicians, ultimately maximizing equipment reliability and operational efficiency.</p>

<p>52</p>	<p>Describe your capability to implement the following energy conservation measures (ECMs):</p> <ul style="list-style-type: none"> <li>a. Lighting</li> <li>b. Water and sewage</li> <li>c. Simple heating, ventilating, and air-conditioning (HVAC) controls</li> <li>d. HVAC packaged system replacement, boilers, and chillers</li> <li>e. Building envelope systems</li> <li>f. Other (please explain)</li> </ul>	<ul style="list-style-type: none"> <li>a. Lighting McClure leverages the expertise of our dedicated electrical engineering team. Our engineers conduct thorough site assessments and vet proposals from lighting partners and electrical contractors to ensure alignment with project goals and energy efficiency standards. Our experience ranges from LED retrofitting/replacement to custom lighting designs, and advanced controls integration. Our goal is to optimize energy savings while enhancing lighting quality. We provide comprehensive financial analysis, oversee installation and commissioning, and offer ongoing maintenance to uphold performance and sustainability across facilities.</li> <li>b. Water and sewage McClure Company is well-equipped to implement water and sewage energy upgrades, drawing on the expertise of our internal plumbing engineers and extensive experience in design. Our approach begins with a thorough assessment of current water and sewage systems to identify opportunities for energy efficiency improvements. Our plumbing engineers develop customized upgrade solutions tailored to enhance efficiency while meeting code requirements. These solutions may include retrofitting fixtures with water-saving technologies, implementing smart water management systems, and conducting comprehensive audits to detect leaks and optimize usage.</li> <li>c. Simple heating, ventilating, and air-conditioning (HVAC) controls McClure Company has vast experience with control systems and their integration into building wide mechanical systems. Our in-house controls engineer will conduct surveys, existing drawing review, and design drawings to implement the correct system for all mechanical systems in place. Typical features include Demand Control Ventilation for optimized air quality and energy savings, Single Zone Variable Air Volume (VAV) control for efficient temperature regulation, Optimal Start for energy-efficient building warm-up/cool-down, Variable Speed Pumping for significant energy reduction, and Dehumidification capabilities for enhanced comfort. These system also have the ability to provide real-time floorplan thermographics, enabling intuitive monitoring and proactive maintenance by visualizing HVAC equipment operation at a glance and allowing detailed analysis through interactive floorplan navigation. This integration enhances operational efficiency and minimizes downtime by facilitating early issue detection and resolution.</li> <li>d. HVAC packaged system replacement, boilers, and chillers McClure leverages our in-house design engineers who conduct thorough surveys and project assessments to develop comprehensive scopes of work. These scopes outline solutions for each project, ensuring optimal system selection, installation, and integration of advanced controls. Our engineers oversee the implementation phase, coordinating with skilled tradespeople to execute installations that meet stringent efficiency standards. Post-installation, we conduct rigorous commissioning and establish maintenance protocols to sustain peak performance and maximize energy savings for our clients.  Regarding our company's approach with in-house design engineers, we ensure that every project benefits from detailed scrutiny and personalized planning. Our engineers conduct thorough surveys to accurately assess the existing conditions and energy usage patterns within the client's facilities. They then develop detailed scopes of work that outline the specific measures required for energy conservation, such as upgrading HVAC systems, replacing boilers, or installing new chillers. This approach ensures that the solutions proposed are tailored to meet the client's unique needs and are designed to achieve maximum energy efficiency. Throughout the implementation phase, our engineers closely oversee the execution of these measures, working closely with our skilled technicians to ensure that installations are carried out according to industry best practices and regulatory standards. By leveraging the expertise of our in-house design engineers, we are able to deliver comprehensive energy conservation solutions that not only reduce energy consumption but also enhance the overall performance and sustainability of our clients' facilities.</li> <li>e. Building envelope systems Our company partners with leading experts specializing in Building Envelope upgrades to deliver solutions aimed at optimizing building efficiency and sustainability. Leveraging our collaboration with these trusted partners, we begin with a thorough assessment conducted by skilled professionals who specialize in building envelope analysis. They evaluate factors such as insulation, air sealing, windows, and roofing systems to identify opportunities for improvement. Based on their findings, a detailed scope of work is developed that outlines customized solutions to enhance thermal performance and reduce energy consumption. Our dedicated project management team ensures seamless coordination and communication throughout the implementation phase, overseeing insulation specialists, glaziers, and roofing contractors who expertly execute the upgrades. Post-installation, our partners conduct rigorous quality assurance checks to verify compliance with energy codes and performance standards. This collaborative approach ensures that our clients benefit from Building Envelope upgrades that not only enhance energy efficiency but also promote a comfortable building environment.</li> <li>f. Other (please explain) Depending on specific project requirements, we also offer expertise in additional ECMs such as renewable energy integration (solar PV systems), energy management systems (EMS), demand response strategies, and comprehensive energy audits. Each solution is designed to maximize energy savings, improve operational efficiency, and align with sustainability objectives.</li> </ul>
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53	Describe how your approach to performance contracting delivers best value for the investment. This is an opportunity to point out how your company may be able to deliver a more cost-effective overall project due to corporate structure, relationships with vendors, depth of experience and expertise, knowledge of particular retrofits, etc. Also describe any utility rebates or other financial incentives or grants can potentially provide and/or facilitate.	<p>McClure Company has many characteristics to differentiate our firm from other energy services companies. Three of these characteristics include:</p> <ol style="list-style-type: none"> <li>1. Strong Corporate History and Backing: Founded in 1953, McClure Company has a strong reputation as a multi-faceted expert in mechanical contracting, engineering, energy services and maintenance, with a strong focus on superior performance, trust and integrity. McClure Company has even been recognized by several national magazines as one of the Top Specialty Contractors in the country. Since entering the Energy Performance Contract (EPC) business in 1998, McClure Company has successfully completed over 300 EPCs with Governmental Units (i.e., School Districts, Counties, Municipalities, etc.). Furthermore, McClure Company is accredited by NAESCO (www.naesco.com). Shayne Homan, President, serves as Vice Chair on the NAESCO Board of Directors. <ul style="list-style-type: none"> <li>• NAESCO-Accredited Energy Service Company (ESCO)</li> <li>• U.S. Department of Energy (DOE) Qualified ESCo</li> <li>• Pre-qualified Energy Savings Contractor "ESCO" in The State of Virginia</li> <li>• Pre-qualified Energy Savings Contractor "ESIP" in The State of New Jersey</li> <li>• Completed 300+ ESCO projects with over 100 public bodies since 1998</li> </ul> <ul style="list-style-type: none"> <li>o Over \$1B in projects</li> </ul> </li> <li>2. Mid-Atlantic Presence and Leveraging Local Talent: McClure Company is currently serving the Commonwealth of Pennsylvania, the State of New Jersey, the State of Maryland, and the Commonwealth of Virginia. McClure is also committed to employing local vendors, manufacturers, and contractors. Our operations within the community ensure: <ul style="list-style-type: none"> <li>• Local economic benefits in use of labor, suppliers and providers</li> <li>• Comprehensive program development and responsive face to face meetings with local firms</li> <li>• Development of a program that provides the savings to implement needed upgrades</li> </ul> </li> <li>3. In-House Abilities: Mechanical systems make up the largest energy consumption percentage in a commercial building and are also one of the most dominant cost factors. McClure Company, having the experience designing and installing HVAC-related energy conservation measures, can leverage this experience to provide a better solution for projects. When compared to other ESCOs, who serve solely as construction managers, McClure can pass mechanical and plumbing related knowledge during the project development.</li> </ol>
54	Who receives funds if there are excess savings?	Client
55	Sourcewell may seek to facilitate performance agreements aggregating one or more agencies within its service area. Describe your willingness to, or direct experience with, aggregating multiple facilities across in multiple locations within one performance agreement (i.e. are you willing to provide services to multiple smaller agencies (school districts, etc.) across multiple facilities through an aggregated performance agreement?).	<p>McClure Company recently completed a project for the Pennsylvania Department of Conservation and Natural Resources (DCNR) which demonstrates our ability to perform across multiple facilities statewide under one performance agreement. McClure was able to upgrade critical infrastructure at 96 public parks that enabled continued operation. As part of the project McClure replaced over 4,500 linear feet of underground piping to maintain camping operations, installed modern comfort HVAC systems to enhance camping options for guests in (18) different parks, installed electric vehicle charging stations for public use, and improved site accessibility. Improvements to comfort systems and controls also permitted more consistent and longer seasonal use of environmental education resources along with lighting improvements that increased public safety while meeting Dark Sky Compliance to preserve many of the parks natural nighttime atmospheres.</p>



**Table 6: Proposer Qualifications: Depth and Breadth of Solutions Offered**

Indicate below if the listed types solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Solution	Offered *	Comments
56	Technical Energy Audit and Project Proposal Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
57		Development of a contract for the Technical Energy Audit with the selected Contractor.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
58		Conducting an investment-grade audit to identify and evaluate cost-saving measures.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
59		Defining the proposed project scope, cost, savings, and cash-flow over the proposed financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
60		Preparation of a project proposal that presents aggregated measures which can be financed through guaranteed savings.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
61	Implementation/Commissioning and Financing Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
62		Negotiation of an Energy Performance Contract post-audit, establishing the project scope and costs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
63		Provision for implementation and follow-up services to be provided during the financing term.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Client can exercise right for ongoing measurement and verification and preventative maintenance services for the full term of the contract.
64		Development of a separate financing agreement.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Power Purchase Agreements may be leveraged to finance performance contracting agreements
65	Post-implementation Guarantee/Monitoring Phase		<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
66		Provision of a variety of services by the Contractor after implementation to ensure savings are met.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
67		Offering a savings guarantee.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
68		Providing staff training.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
69		Conducting follow-up monitoring.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
70		Maintenance of the contract through various support services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

**Table 7: Pricing**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
71	Describe and upload a detailed sample of your pricing model using a performance contracting project.	<p>Our pricing model for performance contracting projects is designed to provide transparency, cost-effectiveness, and value for our clients. Below is a summary of each phase of our performance contracting process and the associates project costs and fees.</p> <ol style="list-style-type: none"> <li>1. Initial Assessment - No charge. We offer a complimentary initial consultation to understand the client's needs and project scope.</li> <li>2. Investment Grade Audit – Negotiable Fee. Includes a comprehensive energy audit, site assessment, and feasibility study to identify potential energy savings and improvements. Typically, 1-4% of the construction cost.</li> <li>3. Preconstruction. Includes detailed design and engineering work to develop the project specifications and implementation plan as well as permitting and procurement activities. Typically, 10-15% of the construction cost.</li> <li>4. Construction – Includes the hard cost on construction, including all equipment, material and labor related to the installation. Includes McClure's fee to manage construction of 5%. Includes the associated general conditions (soft costs) associated with construction, typically in the 5%-10% range, to meet all administrative, legal, and procedural requirements.</li> <li>5. Post Construction – Includes the ongoing monitoring and reporting of energy savings for the duration of the contract. Typically, 1-2% of the construction cost.</li> </ol>
72	Describe and upload pricing for investment grade audit (IGA) services.	<p>McClure provides Investment Grade Audits at a negotiable fee and terms to public clients. This approach allows McClure to effectively demonstrate the value of energy efficiency improvements, build trust, and foster long-term client relationships, ultimately leading to mutual benefits for both the client and the energy service company.</p> <p>Below is detailed description of our investment grade audit services.</p> <ol style="list-style-type: none"> <li>1. Data Gathering: Initial meetings with major stakeholders, collection of utility bills, and discussions about previous energy efficiency efforts. Conduct a comprehensive on-site evaluation of all energy-consuming systems within the facility.</li> <li>2. Energy Analysis: Analyze historical energy usage data to identify patterns and baseline consumption. Identify potential opportunities for reducing energy consumption and improving efficiency.</li> <li>3. Financial Analysis: Provide a detailed financial analysis of the identified ECMs, including cost estimates, potential savings, and return on investment (ROI).</li> <li>4. Recommendation: Present findings and recommendations in a detailed report. Discuss the findings and proposed energy-saving measures with the client.</li> </ol>
73	In the case where you cannot identify project(s) that meet the agency's pre-established financial guidelines, is there a cost to the agency for the audit?	No
74	Describe and upload any standard agreements which may be proposed to a Participating Entity.	<ol style="list-style-type: none"> <li>1. Investment Grade Audit / Energy Audit Agreement - McClure provides Investment Grade Audits to public clients at a negotiable fee. McClure has provided a standard Investment Grade Audit agreement that is also negotiable.</li> <li>2. Performance Based Energy Savings Agreement - McClure utilizes our standard energy performance contract template when working with public entities on a performance contract. Terms are fully negotiable with clients.</li> <li>3. Solar Power Purchase Agreement - McClure utilizes our standard solar power purchase agreement contract template when working with public entities on a solar PPA. Terms are fully negotiable with clients.</li> <li>4. Solar Power Lease Agreement - McClure utilizes our standard solar power lease agreement contract template when working with public entities on a solar PPA. Terms are fully negotiable with clients.</li> </ol>

**Table 8: Pricing: Payment Terms and Financing Options**

Line Item	Question	Response *
75	Describe your payment terms and accepted payment methods.	McClure will, on or about the first day of each month during the construction period, calculate the value of the work performed on account of the Total Project Fee, calculated by reference to the values set forth in the contract proforma, during the preceding month and submit same to the Client for payment. A fee of thirty percent (30%) of the Total Project Fee will be invoiced to the Client upon both parties' acceptance of the Agreement. All invoices of McClure shall be due and payable by Client within (30) days of the invoice date. The Client shall have (20) days from the date of receipt of said invoice to notify McClure of any irregularity in the billing. Interest at a rate of 0.5% per month will accrue on all unpaid balances more than (30) calendar days after the invoice date. Title to the EC Measures shall not pass until full payment by Client of the Total Project Fee. Without limitation to the obligation of Client to pay to McClure the Total Project Fee, when due as provided herein, if Client receives any third-party financing, Client shall make payment to McClure directly or authorize such third party to make payment to McClure directly. Acceptable payment methods include wire transfers, credit card, electronic funds transfer, check, and automated clearing house payments.
76	Describe any leasing or financing options available for use by educational or governmental entities.	For solar, McClure offers a solar power purchase agreements for educational and governmental entities. Our agreement term can be from 1 to 30 years. McClure utilizes a fixed-price agreement based upon an agreed upon rate escalated over the term. The PPA outlines the terms of energy delivery, including the schedule, quantity, and quality of electricity to be supplied by the seller. The agreement delineates the responsibilities of both parties, including maintenance, performance guarantees, insurance, and liability. The PPA includes provisions regarding environmental attributes including renewable energy certificates (RECs) or carbon offsets. The PPA specifies conditions for termination, such as breaches of contract or changes in regulatory conditions. It may also include options for renewal or extension at the end of the contract term. In addition, the financial aspects of the agreement, including payment terms, invoicing procedures, and any financial incentives or penalties, are detailed in the PPA.
77	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<ol style="list-style-type: none"> <li>1. Investment Grade Audit / Energy Audit Agreement - McClure provides Investment Grade Audits to public clients. McClure has provided standard Investment Grade Audit agreement that has negotiable terms.</li> <li>2. Performance Based Energy Savings Agreement - McClure utilizes our standard energy performance contract template when working with public entities on a performance contract. Terms are fully negotiable with clients.</li> <li>3. Solar Power Purchase Agreement - McClure utilizes our standard solar power purchase agreement contract template when working with public entities on a solar PPA. Terms are fully negotiable with clients.</li> <li>4. Solar Power Lease Agreement - McClure utilizes our standard solar power lease agreement contract template when working with public entities on a solar PPA. Terms are fully negotiable with clients.</li> </ol>

**Table 9: Pricing: Audit and Administrative Fee**

Line Item	Question	Response *
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	By implementing a structured self-audit process with clear documentation, thorough review procedures, and ongoing communication, compliance with the proposed agreement with Sourcewell can be effectively monitored and verified, ensuring that participating entities receive the appropriate pricing and benefits as per the agreement terms. First, our team will gather all relevant data related to the agreement, including contract terms, pricing structures, and eligibility criteria for participating entities. Next, we will conduct an internal review of the pricing methodology and calculations to ensure accuracy and consistency with the agreement's terms and verify compliance. In addition, we will verify that participating entities meet eligibility criteria, such as being a member of Sourcewell or meeting specific purchasing thresholds. Our team will also establish internal audit procedures to assess compliance with pricing and contract terms as well as conduct periodic audits to validate pricing accuracy and adherence to the agreement. Following the analysis, the team will generate a report detailing the results of audits and compliance verification efforts. For auditing purposes, we shall maintain comprehensive documentation of audit findings, corrective actions taken, and any deviations from the agreement's terms. Most importantly, education to staff and continuous improvement will ensure longevity of our process and initiatives. We shall provide training to internal staff responsible for managing the agreement and conducting audits. At the conclusion of each formal internal audit, the team will communicate audit findings, compliance requirements, and best practices to participating entities to ensure understanding and cooperation for the entire company. Based on feedback from both the audit team, McClure will continuously review and improve the self-audit process based on feedback, lessons learned, and changes in regulatory or contractual requirements. Lastly, McClure is committed to collaborating with Sourcewell and participating entities to address any issues or challenges they encountered during the audit process.
79	If you are awarded a agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If awarded an agreement, McClure tracks several internal metrics to measure the success of the agreement. By tracking these internal metrics and analyzing the data regularly, McClure can evaluate the effectiveness of the Sourcewell agreement, identify areas for improvement, and make informed decisions to optimize outcomes and drive continued success. Here are a few of the metrics McClure tracks: <ul style="list-style-type: none"> <li>• Customer Satisfaction</li> <li>• Usage and Adoption Rates</li> <li>• Compliance and Audit Results</li> <li>• Financial Performance</li> <li>• Market Share and Growth</li> <li>• Operational Efficiency</li> <li>• Quality and Service Levels</li> <li>• Renewal and Retention Rates</li> </ul>
80	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	McClure will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. McClure agrees that the Administrative Fee should be included in, and not added to, the pricing. McClure understands that we may not charge Participating Entities more than the contracted price to offset the Administrative Fee. McClure will submit payment to Sourcewell for 2.5% administrative fee multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments will note the Supplier's name and Sourcewell-assigned contract number in the memo.

**Table 10: Supplemental Factors**

Line Item	Question	Response *
81	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon award, McClure will integrate Sourcewell messaging into our existing marketing plan. Our corporate-wide marketing strategy includes a comprehensive communications plan, complemented by strategic industry components supporting Public Education, Higher Education, Healthcare, State Government, Federal, and AEC markets. McClure's global marketing approach focuses on building our market reputation through a strong digital presence, third-party partnerships, customer events, sponsorship opportunities, and other promotional channels. These efforts drive demand generation, support sales enablement, and foster repeat business and brand recognition through engagement. In addition to incorporating Sourcewell into our ongoing demand generation and digital marketing efforts, McClure's marketing team will develop targeted initiatives aligned by region and industry to promote Sourcewell messaging. A marketing representative will work directly with Sourcewell's marketing team at contract kick-off to ensure alignment and develop a Sourcewell-specific marketing plan. McClure's strong marketing presence with various associations can be leveraged to promote the contract. Please see samples of our marketing materials in the upload section of this response.
82	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	McClure's comprehensive digital marketing strategy focuses on acquiring new customers and engaging current ones with personalized, authentic digital interactions, allowing them to participate in their own buying journey. This strategy includes digital advertising, search engine optimization (SEO), social media marketing, email marketing, and interactive content marketing. Our robust social media marketing operation leverages LinkedIn, Facebook, YouTube and Twitter targeting specific regions, industries, organization types, and personas. In addition to integrating the new Sourcewell contract into our existing demand generation and digital marketing efforts, McClure's marketing team will develop targeted initiatives by region to promote the program and its benefits.

83	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreements into your sales process?	Upon award, McClure's marketing team will focus on sales enablement and will work alongside McClure's Sales Team and Sourcewell to develop an internal Sourcewell training program. This would encompass an initial roll-out training to our internal sales and operations team along with regular training throughout the duration of the contract. This training program would highlight sales reference materials, FAQs and sales collateral. As outlined in the marketing plan, Sourcewell would include McClure Company generated success stories and relevant materials in member communications. McClure and Sourcewell would work together to create co-branded collateral as necessary.	*
84	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. McClure Company specializes in designing, developing, and integrating energy-saving solutions tailored to meet specific customer needs. We deliver our services through a collaborative approach with our customers, facilitated through our network of branch offices.	*
85	Describe any training programs related to this proposal such as OSHA training, safety training, electrical safety, etc. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	McClure infuses staff training on all projects. This training includes multiples subjects, durations, and locations (on and off site) based upon the project scope. Most often, the training is completed directly by McClure employees and / or equipment factory representatives. Training will include as many of the current maintenance staff as required to meet the needs of the project. The customer can determine who should attend. It is the expectation that each individual training session be held one time only. If changes in personnel will occur during the contract period, the customer may contact McClure Company to schedule the additional training. McClure Company will provide the training at current time and material pricing.	*
86	Describe any technological advances that your proposed Solutions offer.	<p>McClure Company uses in-house, customized project management software for safety, purchasing, fabrication, and QA/QC. This software includes a submittal management program that facilitates collaboration with vendors, engineers, subcontractors, and clients. Additionally, McClure employs Microsoft Suite programs to develop and track critical activities, deliveries, and installation progress.</p> <p>We build tailored solutions based on unique needs, goals, and circumstances. Our team's understanding of market trends, legislation, and incentives streamlines all processes to deliver top-quality projects reliably and promptly.</p> <p>Our experts focus on the long-term interrelationships of a system's components, rather than isolated parts, to customize holistic solutions that benefit the communities where we live and work. We use proven technologies to meet specific economic and technical needs in mechanical, electrical, plumbing, BAS, building envelope, interior/exterior space transformation, safety, security, and other site/facility improvements. Our experience and expertise ensure the owner achieves the best results.</p> <p>Onsite technology is used to document progress, health and safety reports, access project information, communicate field conditions, and provide as-built drawings. McClure utilizes a data vault in the field, giving foremen access to the most current drawings for informed decision-making. We also use construction management programs like Plangrid, Raken, Submittal Exchange, Proforma, Newforma, Project Site, CxAlloy, and Procure as needed.</p>	*
87	<p>Please describe which memberships/certifications your company may have relevant to this RFP:</p> <p>-National Association of Energy Service Companies (NAESCO)</p> <p>-Department of Energy (DOE) qualified list of energy service companies (ESCOs)</p> <p>-Other (list)</p>	<ul style="list-style-type: none"> <li>• NAESCO-Accredited Energy Service Company (ESCO)</li> <li>• U.S. Department of Energy (DOE) Qualified ESCo</li> <li>• Pre-qualified Energy Savings Contractor "ESCO" in The State of Virginia</li> <li>• Pre-qualified Energy Savings Contractor "ESIP" in The State of New Jersey</li> </ul>	*
88	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>McClure is committed to purchasing sustainable office supplies, recycling, and electronic delivery of reports. In addition, McClure has a formalized sustainability policy surrounding waste management and recycling as well as energy consumption. The demonstrate our commitment to renewable energy, McClure's headquarter office is in the middle of a 375.0 kW rooftop solar array installation.</p> <p>By focusing on the concepts of reduce, reuse, and recycle, McClure Company is committed to achieving sustainable business practices while at the same time providing our clients with sustainable, cost-effective environmental and geotechnical solutions. We incorporate waste minimization and energy efficiency practices into our day-to-day operations, we work closely with clients to provide them with solutions that incorporate sustainable design and principles into their deliverables.</p>	*
89	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are unaware of the Certification of independent products, however, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.	*
90	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	McClure does not qualify as a minority, small or disadvantaged business, but in the past three years McClure has spent more than \$1.5 million with minority, small and disadvantaged suppliers.	*
91	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>McClure Company is one of the largest and multi-faceted mechanical construction, engineering, maintenance, and energy service companies. McClure Company helps public, government, and private entities effortlessly improve their facilities' existing energy infrastructure with an integrated approach. "We focus on repurposing the existing energy infrastructures or replacing it with more efficient solutions if needed, and then use the energy efficiency gains to pay for projects.</p> <p>McClure Company banks on its years of experience in mechanical construction, infrastructure, and renewable energy, to offer holistic energy services. Our in-house team of mechanical, electrical, and energy engineers diligently analyzes the existing systems of a facility and identifies the needs of retrofitting, upgrading to high-performance new construction, or even the possibility of implementing renewable energy projects. We then proceed to the design phase of the energy savings program and offer creative funding options to the client. This not only enables the clients to overcome their budget constraints but also reduces the out-of-pocket costs and financial risk. McClure Company employs its own mechanical construction team to help its Pennsylvania clients save the budget they would have kept aside for third party contractors.</p>	*

**Table 11: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 92. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - McClure Company Pricing Model.pdf - Monday July 15, 2024 14:59:58
- [Financial Strength and Stability](#) - Audited Financials.pdf - Monday July 15, 2024 14:04:53
- [Marketing Plan/Samples](#) - ESCO Booklet.pdf - Monday July 15, 2024 15:05:51
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - McClure Company Agreement Samples.pdf - Monday July 15, 2024 12:25:22
- Requested Exceptions (optional)
- [Upload Additional Document](#) - McClure Company Additional Documents.pdf - Monday July 15, 2024 15:08:22

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:

Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alyssa Wingenfield, Vice President, Sales & Marketing, McClure Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_RFP_071624_Energy_Savings_Performance_Contracting</b> Mon July 8 2024 03:50 PM	☑	-
<b>Addendum_6_RFP_071624_Energy_Savings</b> Fri July 5 2024 02:55 PM	☑	-
<b>Addendum_5_RFP_071624_Energy_Savings_Performance_Contracting</b> Wed July 3 2024 09:12 AM	☑	1
<b>Addendum_4_RFP_071624_Energy_Savings_Performance_Contracting</b> Mon July 1 2024 02:50 PM	☑	1
<b>Addendum_3_RFP_071624_Energy_Savings_Performance_Contracting</b> Thu June 13 2024 02:02 PM	☑	1
<b>Addendum_2_RFP_071624_Energy_Savings_Performance_Contracting</b> Wed June 5 2024 09:38 AM	☑	1
<b>Addendum_1_RFP_071624_Energy_Savings_Performance_Contracting</b> Tue June 4 2024 11:55 AM	☑	1