



**Pennsylvania  
Convention Center**  
*PHILADELPHIA*

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AN  **MANAGED FACILITY**

**THE PENNSYLVANIA CONVENTION CENTER AUTHORITY  
REQUEST FOR PROPOSALS**

**For**

**DEMAND RESPONSE SYNCHRONIZED  
RESERVE MARKET PROGRAM**

**At: THE PENNSYLVANIA CONVENTION CENTER  
PHILADELPHIA, PENNSYLVANIA**

**Date: August 2, 2022**

REQUEST FOR PROPOSALS

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## SECTION I

### **1.0 GENERAL INFORMATION**

#### **1.1 Introduction.**

a. The Pennsylvania Convention Center Authority (“PCCA” or “the Authority”) is the entity responsible for the Pennsylvania Convention Center (“Center”). PCCA is a body corporate and politic, created and existing as an agency and public instrumentality of the Commonwealth of Pennsylvania. Pursuant to that certain Management Agreement between Pennsylvania Convention Center Authority and ASM GLOBAL dated as of November 1, 2013, ASM GLOBAL is designated as the Manager of the Pennsylvania Convention Center.

The Pennsylvania Convention Center is located in Philadelphia on a site bounded by 11th, Broad, Arch and Race Streets plus the former Trainshed north of Market Street and East of 12th Street. The Center consists of approximately 2.2 million square feet including: Exhibit halls totaling 679,000 square feet of exhibit space, 2 Ballrooms (32,000 square feet and 55,400 square feet), 82 Meeting Rooms, a 34,960 Square foot Grand Hall and a 23,400 Square foot Broad St. Atrium.

b. The purpose of this Request for Proposal ("RFP"), including all exhibits, schedules, addenda, drawings, plans and specifications related hereto issued by ASM GLOBAL on behalf of the Pennsylvania Convention Center Authority, is to solicit proposals from qualified service provider to provide Demand Response Synchronized Reserve Market Program at the Center as described in this RFP.

c. The successful Proposer must demonstrate its capability to adequately meet the requirements of this RFP. This RFP contains information and requirements for the Proposer to prepare and submit proposals for Demand Response Synchronized Reserve Market Program. This RFP, with any addenda, contains the only instructions governing the proposals and material to be included therein. The Proposer must be in a position to commence providing services at the Center upon execution of a services contract. Proposals, including all documents, (hereinafter “Proposal” or “Proposal Documents”) submitted by each Proposer, should be inclusive of all services and/or equipment required, plus any additional related services and/or equipment the Proposer believes are required to ensure efficient, flexible and cost-effective delivery of services. The outline of services set forth in **Sections II & III** hereof is an outline of the scope of work required. Any change in the cost by reason of any alternative or additional services must be separately identified to the extent feasible.

d. An initial fact-finding inquiry was made of a number of vendors who provide the services described in this RFP to determine the anticipated spend associated with the contract for these services. Those vendors were given information about the building and provided the opportunity to visit the site in order to estimate pricing so the proper public procurement process could be initiated. Any information received from any vendor during the initial research process will not be considered as part of this RFP process.

**1.2 Schedule.** The following is the anticipated schedule in connection with this RFP. This schedule may be altered at the discretion of ASM GLOBAL or the PCCA.

#### **Anticipated Schedule**

<b>Element</b>	<b>Date</b>
RFP Posted	August 2, 2022
Register for Mandatory Pre-Proposal Virtual Meeting	August 9, 2022 by 1 p.m.
Mandatory Pre-Proposal Virtual Meeting	August 9, 2022 at 1 p.m.
Site Tour	August 10, 2022 at 10 a.m.
Question Cut-off Date	August 25, 2022 at 12 p.m.
Question Response Date	August 31, 2022 by 12 p.m.
Proposals Due	September 8, 2022 by 1 p.m.

## **2.0 PRE-SUBMISSION PROCEDURES AND REQUIREMENTS**

### **2.1 Examination of Proposal Documents.**

a. Upon receipt of the Proposal Documents, each Proposer shall examine same for missing or partially blank pages due to mechanical printing or collating errors. It shall be the Proposer's responsibility to identify and procure any missing pages from ASM GLOBAL.

b. Each Proposer shall carefully review the Proposal Documents and thoroughly familiarize itself with the requirements prior to submitting a Proposal. Prospective Proposers are invited to submit ***electronic*** inquiries with respect to this RFP to Michael Taylor, Purchasing Manager, Pennsylvania Convention Center, 1101 Arch Street, Philadelphia, Pennsylvania 19107 or [mtaylor@paconvention.com](mailto:mtaylor@paconvention.com). Answers will be posted on the Center's website, <https://cobblestone.paconvention.com/vendorgateway/>. **Telephone inquiries will not be accepted.** All questions from Proposers must be submitted in writing to Mike Taylor, Purchasing Manager as indicated above.

**2.2 Mandatory Pre-Proposal Virtual Meeting.** A mandatory Pre-Proposal Virtual Meeting will be held on Tuesday, August 9, 2022 at 1:00 p.m. **Please register for the virtual meeting by providing contact information, email address for attendees to Michael Taylor, [mtaylor@paconvention.com](mailto:mtaylor@paconvention.com).** A Site tour will be scheduled for August 10, 2022 at 10 a.m. **All Proposers must attend the Mandatory Pre-Proposal Virtual Meeting.**

**2.3 Addenda.** Changes, corrections or additions may be made in the Proposal Documents after they have been issued. In such case, a written addendum or addenda ("Addendum" or "Addenda") describing the change(s), correction(s) or addition(s) will be issued to each Proposer who provided written notice to ASM GLOBAL of its mailing address at the Pre-Proposal Conference. Such Addendum or Addenda shall become part of the Proposal Documents. Each Proposer shall acknowledge receipt of all Addenda in its Proposal. No oral communications, rulings or interpretations will be held binding upon ASM GLOBAL or the PCCA.

## **3.0 SUBMITTAL PROCEDURES AND REQUIREMENTS**

### **3.1 Compliance with the RFP.**

a. Each Proposer is required to submit a complete written Proposal and to attest to the accuracy and completeness of its Proposal. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Proposals **must** be signed by a duly authorized person, partner or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's legal name and form of entity must be fully stated.

b. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.

c. Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of ASM GLOBAL, as unresponsive or otherwise unacceptable and may result in disqualification and the elimination of the Proposer from subsequent consideration.

### **3.2 Proposer Affiliations and Subcontractors.**

a. Each Proposer must disclose in its Proposal any relationship between the Proposer and any entity that has a contractual relationship with ASM GLOBAL or the PCCA.

b. Any services proposed by the Proposer that will be performed in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors of the Proposer if permitted by ASM GLOBAL, must be specifically identified in the Proposal and the business relationship between the Proposer and such third parties must be explained in the Proposal. Nothing contained herein or in the Contract shall be construed to impose any obligation on the part of ASM GLOBAL or the PCCA to any outside party, third-party contractor, affiliate, or subcontractor of the Proposer.

### **3.3 Proposals.**

a. Each Proposer is required to submit a complete written Proposal by the specified time herein. **Late Proposals will not be considered.**

b. In all respects, the Proposers shall comply with the instructions and the stipulations of this RFP in the preparation and submission of Proposals. Oral or telephone Proposals or unsolicited modifications to Proposals will not be considered.

#### **c. Proposals must be accompanied by a transmittal letter:**

1) The transmittal letter must be on an official business letterhead of the Proposer and signed by a duly authorized person, partner or officer of the Proposer, as applicable, and evidence of such authorization must be included with the Proposal. The Proposer's legal name and form of entity must be fully stated.

2) The transmittal letter must include at a minimum:

(i.) identification of the person who will serve as the primary contact for ASM GLOBAL with respect to the Proposal, and shall include the person's title, address, telephone and fax numbers, and e-mail addresses;

(ii.) certification that the Proposer is not currently under suspension or disbarment by the Commonwealth of Pennsylvania or any other state or federal government; and

(iii.) acknowledgment of receipt by the Proposer of any RFP Addenda or Amendments as required by Section 2.3.

d. Proposals must be submitted in five (5) separate hard copies provided for in separate bound materials as described in Section 3.4 below. Additionally, proposals should also be submitted electronically on a disk or flash drive.

### **3.4 Submission of Proposals; Deadline**

a. Proposal must be submitted to the following address:

Pennsylvania Convention Center  
Attn: Michael Taylor, Purchasing Manager  
One Convention Center Place  
1101 Arch Street  
Philadelphia, Pennsylvania 19107

**b. Proposals must be received at the address in Section 3.4(a) above no later than 1:00 PM (EST) on Thursday, September 8, 2022. Proposers should allow sufficient delivery time to ensure receipt of their Proposals prior to the date and time fixed for the acceptance of the Proposals. Proposals received after this time may be rejected.**

c. Each Proposer shall identify its Proposal on the outside of the envelope by writing the words: **"Demand Response Synchronized Reserve Market Program at the Pennsylvania Convention Center."**

d. Each Proposal must be provided in a single package with three components. Each component shall be included in the package in a separate sealed envelope with the proper identification of the component both inside and out. The components are:

- (i) Technical Portion - **No cost information may appear in this portion.**
- (ii) Anti-Discrimination Response Portion
- (iii) Cost/Price Portion

**3.5 Term of Proposal.** Proposals shall remain open for acceptance and be irrevocable for a period of one hundred eighty (180) calendar days after the deadline for submission of Proposals specified in Section 3.4 (b) hereof.

**3.6 Withdrawal of Proposals.** Proposals may only be withdrawn on written request received from Proposers prior to the time fixed herein for submission of Proposals. This will not preclude the submission of another Proposal by such Proposer prior to such deadline.

**3.7 Ownership and Non-Confidentiality of Proposals.** All Proposals submitted in response to this RFP will become the property of ASM GLOBAL and will not be returned. The contents of all Proposals are a matter of public record.

**3.8 Effect of Submission.** Submission of a Proposal shall constitute agreement by the Proposer to all of the terms incorporated in the Proposal Documents. By submission of a Proposal, the Proposer is representing and warranting that (i) the information contained in its Proposal is complete and accurate and that such information shall continue to be complete and accurate at all times, and (ii) the delivery of the products and services specified in this RFP and the Proposal shall in no way obligate ASM GLOBAL or the PCCA to pay any additional costs to the Proposer for the provision of such products and services, other than as included in the executed Contract.

**3.9 Term.** The PCCA desires to enter into a five (5) year contract.

**3.10 Confidentiality.** All data contained in the documents and/or files supplied by ASM GLOBAL and the PCCA during the RFP process or after the execution of the Contract to be awarded pursuant hereto are to be considered confidential and shall be solely for the use of the requesting Proposer. The Proposer will be required to use reasonable care to protect the confidentiality of any data.

**3.11 Delivery Responsibilities.** The designated Proposer will be required to assume sole responsibility for the delivery of services. The Proposer may not assign or subcontract any of its responsibilities under the Proposal or the Contract except to the extent specifically provided herein or in the Contract.

**3.12 Interpretation.** Should any question arise as to the proper interpretation of the terms and conditions of the Proposal Documents, the decision of ASM GLOBAL and the PCCA shall be final.

(i) Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFP mean that requirements, directions of and permission of the ASM GLOBAL and the Authority are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" ASM GLOBAL and the Authority. Words "necessary," "proper" or words of like import as used with respect to extent, conduct or character of services specified shall mean that the services must be conducted in a manner or be of character which is "necessary" or "proper" in the option of ASM GLOBAL and the Authority.

(ii) Unless a contrary meaning is specifically noted elsewhere, the words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory” or words of like effect and import used in the RFP mean reasonable, suitable, acceptable, proper or satisfactory in the judgment of ASM GLOBAL and the Authority.

(iii) Responsiveness is determined by ASM GLOBAL and the Authority and relates to compliance with the provisions of the solicitation, including specifications, and contractual terms and conditions. Absolute or precise conformity is not required. The rule is that conformity in material respects, that is, substantial compliance suffices.

(iv) Responsibility is determined by ASM GLOBAL and the Authority and relates primarily to the ability of a Proposer to successfully carry out a proposed contract, and whether it has the character, reputation, and integrity to receive an award. Other considerations bearing on a determination of responsibility can include experience, past performance, business and financial capabilities, skills, technical organization and reliability. Some of the mechanisms available to measure a Proposer’s responsibility are the utilization of reference checks, and vendor performance on previous contracts.

**3.13 Anti-Collusion.** The Proposer, by signing its Proposal, does warrant and represent that its Proposal has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the Commonwealth of Pennsylvania, and that said laws have not been violated as they relate to the procurement or performance of the Contract to be awarded pursuant to the process described in this RFP by any conduct, including the payment or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any ASM GLOBAL or PCCA employee, officer, or consultant.

#### **4.0 MINIMUM CRITERIA FOR THE PROPOSER**

##### **4.1 Minimum Required Qualifications.**

**a. Financial Requirements.** Each Proposer must supply in its Proposal documented proof of its financial condition and financial responsibility to provide services at the Pennsylvania Convention Center. This includes providing financial statements certified by a public accountant or annual reports covering the two (2) most recent fiscal years, or other such documents that will allow ASM GLOBAL to assess the financial viability of the Proposer. ASM GLOBAL, at its discretion, may request the Proposer to provide such additional financial information as ASM GLOBAL, in its discretion, deems necessary to establish the financial responsibility of the Proposer.

**b. Insurance Requirements.** Proposer must provide and maintain during the term of any contract with ASM GLOBAL or the PCCA, appropriate insurance coverages in the limits required by ASM GLOBAL and the PCCA and in accordance with the law. The requisite insurance coverages include at a minimum, workers compensation insurance, general liability insurance, automobile liability insurance and excess liability insurance.

**c. Licensing Requirements.** Proposer must be legally licensed to operate under all applicable laws of the Commonwealth of Pennsylvania and the City of Philadelphia. Proposers which are corporations, or that are individuals or firms doing business under fictitious names, must supply, in their Proposals, documented proof that they have registered with and obtained a certificate from the Secretary of the Commonwealth authorizing them to do business in this Commonwealth and confirming that they are in good standing. Proposers must also supply in the Proposals, documented proof that they have obtained from the City of Philadelphia the appropriate license(s) for conducting business in Philadelphia. If the foregoing proof is not available at the time of submission of the Proposals, the Proposer must, at a minimum, provide evidence that it has applied for such certificates and license(s) and, at the option of ASM GLOBAL, will be required to produce such certificates and licenses prior to execution of the Contract.

**d. References/Credentials.** Each Proposer shall provide ASM GLOBAL with a minimum of three (3) written references from current or prior customers of the Proposer.

#### **4.2 Diversity, Inclusion & Anti-Discrimination Compliance.**

(i.) Diversity, Inclusion & Anti-Discrimination Policy. The Pennsylvania Convention Center has instituted an anti-discrimination policy to prevent discrimination against minorities and females in all subcontracting and employment opportunities and to ensure that minorities and females have an equal opportunity to participate in all contracts let for the operation, and maintenance of the Convention Center. A copy of the Anti-Discrimination Policy as **Exhibit AA** is available on the website (<https://cobblestone.paconvention.com/vendorgateway/>).

(ii.) Diversity, Inclusion & Anti-Discrimination Implementation Plan. All Proposers are required to make their best efforts to achieve minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels. Each Proposer must submit an anti-discrimination plan specific to the delivery of services described in this RFP. The successful Proposer's anti-discrimination implementation plan will become an enforceable provision of the Contract. If the Proposer fails to detail its best efforts as required under this Section, the Proposal may be deemed non-responsive and may be rejected. Please follow the directions in connection with completing the Anti-Discrimination Implementation Plan:

a.) Proposers must provide a detailed Anti-Discrimination Implementation Plan specific to this RFP. Proposers' Anti-Discrimination Implementation Plans must include levels of minority and female-owned business participation in (i) subcontracting and (ii) workforce utilization. The Anti-Discrimination Implementation Plan must briefly describe the specific task assigned to each minority and/or female-owned business listed on the Solicitation for Participation Form, available on the website ([available on https://cobblestone.paconvention.com/vendorgateway/](https://cobblestone.paconvention.com/vendorgateway/)) **Exhibit BB**. Workforce utilization must indicate the employees who are minorities and/or females who will be assigned to this project and indicate their status by category, *i.e.*, management, hourly, full-time, part-time etc. Proposers' workforce utilization can be in a narrative format.

If there are any special business arrangements, *i.e.*, teaming, joint-venture and/or in-association with relationships, then an explanation of that particular arrangement must be included with the Anti-Discrimination Implementation Plan for ASM GLOBAL review and approval. The document must indicate all roles and responsibilities of all the participants to the business relationship.

b.) Solicitation & Commitment Form. Proposers must complete the Solicitation & Commitment Form. Please complete all areas that apply to the Proposer's submission. In the event that a firm(s) has more than one certification designation (Minority and Women Business Enterprise), one **must** be selected for purpose of measuring the levels of actual participation. In order to satisfactorily complete the Solicitation & Commitment Form, the following areas must be indicated; the type of work to be performed; date of solicitation or commitment; whether or not a commitment is made, ("yes" or "no"). If "yes", indicate the amount in dollars and the percentage. If "no" commitment is made, please provide an explanation. Provide copies of all certifications of all firms listed on the Solicitation & Commitment Form.

c.) Best Efforts. Proposers must demonstrate, in writing, that it took reasonable steps to obtain representation of minority and female-owned businesses and/or vendors to assure equal opportunity, even if the efforts were ultimately unsuccessful.

Proposers must provide evidence (a written description with supporting documentation) that it utilized its best efforts to include minority and female-owned business participation in every phase of this RFP. Evidence of "best efforts" are the following:



- 1) Providing copies of advertising in general media, trade association publications, and minority-focused media concerning subcontracting opportunities.
- 2) Participating in conferences and seminars specifically for the promotion of the anti-discrimination portion of the project.
- 3) The timely notification of minority and female-owned business enterprises and solicitation of their participation on this project.
- 4) Providing sufficient information about plans, specifications and requirements of the project to interested minority and female-owned businesses.
- 5) Providing evidence of reasonable efforts to negotiate with minority and female-owned businesses to provide specific services and/or goods and supplies.

Proposers must comply with the aforementioned Anti-Discrimination requirements in order for their Proposals to be considered and/or deemed accepted “best efforts.” The Best and Good Faith Efforts Form is available on the website (<https://cobblestone.paconvention.com/vendorgateway/>) as **Exhibit CC**.

## **5.0 PROPOSAL EVALUATION AND AWARD OF CONTRACT**

### **5.1 Evaluation Criteria.**

a. ASM GLOBAL and the PCCA, *in its sole discretion*, will use a variety of criteria, that may include, without limitation, the following criteria, which are not necessarily listed in order of importance, to evaluate the Proposals received:

- i) General feasibility, effectiveness and clarity of the Proposal and its responsiveness to the RFP requirements.
- ii) Proposer's demonstrated experience in delivering the required services.
- iii) Proposer's organizational resources, depth of resources, and financial stability and capability.
- iv) Creative or innovative and cost-effective approach to service delivery, pricing, and compensation.
- v) Initial pricing, pricing for each year of the term of the contract, and overall economic advantages.
- vi) Evidence of Proposer's service reliability, customer support, and on-time delivery of services.
- vii) Proposer's compliance with the PCCA's Anti-Discrimination Policy.
- viii) Implementation capabilities.

b. ASM GLOBAL and the PCCA may, *in its sole discretion*, after full and careful consideration, accept the Proposal which best meets the requirements. ASM GLOBAL is not required to make its selection based solely upon the lowest proposed pricing schedule.

**5.2 Evaluation Process.** Upon receipt of the Proposals, ASM GLOBAL and the PCCA may short-list the Proposers based on evaluation criteria including, but not limited to, that cited in Section 5.1 of this RFP. ASM GLOBAL reserves the right to then interview each of the short-listed Proposers and

may require presentations to be made by such Proposers. The proposal review and selection process is as follows:

**Step One – Receipt of RFP’s.** RFPs from Proposers will be received at the location on the day and at the time indicated in this RFP.

**Step Two – Technical, Financial, and Anti-Discrimination Review.** ASM GLOBAL will initially review and evaluate the Technical Submittals, Financial Documents, and Anti-Discrimination Responses. ASM GLOBAL and the PCCA may require all or some Proposers participate in an oral interview during this initial process. The general purpose of this session is to clarify specific aspects of the above submittals. Although the oral interview itself will not be a basis for award; responses provided in the interview will be considered. Absence of an interview does not indicate lack of interest in a proposal.

**Step Three – Shortlist.** ASM GLOBAL and the PCCA will evaluate all proposals on the basis of technical merit and Anti-Discrimination response. ASM GLOBAL and the PCCA will evaluate whether the technical portion of the Proposal provides the details of the necessary technical and personnel support, and the manner in which it will fully implement and satisfy all requirements of the Project. ASM GLOBAL and the PCCA will also evaluate whether the Proposer’s Anti-Discrimination Plan achieves minority and female participation in subcontracting and employment opportunities at substantial and meaningful levels and whether Proposer’s satisfactorily demonstrated their best efforts as described in the Anti-Discrimination Policy. ASM GLOBAL will notify selected Proposers in writing of its selection for further consideration of their proposal.

**Step Four – Presentations of Shortlisted Proposers.** Selected Proposers will be requested to participate in a meeting with ASM GLOBAL. The agenda will provide for a presentation by the Proposer a question and answer period. ASM GLOBAL does not require or expect the Proposers provide elaborate presentations or add information beyond their initial proposal. ASM GLOBAL may request Proposers explain the basis of their cost/pricing for proposal.

**Step Five – Cost Review.** ASM GLOBAL will review all the Shortlisted proposals and select the Proposers that it considers in its best interest. During the ASM GLOBAL deliberations, ASM GLOBAL may request further information from Proposers. Where similar Proposals come from several Proposers, ASM GLOBAL may decide to engage in negotiations with only one, several or all Proposers submitting similar Proposals. The cost/price portion of the Proposal will be evaluated separately. It will be utilized to evaluate the Proposer’s understanding of the requirements of the RFP and to determine the most probable cost. The cost/price portion will be evaluated for reasonableness and completeness. The Proposers’ proposed total estimated cost/price shall not be controlling in the selection of the Proposer with which ASM GLOBAL will negotiate a contract for the services described in this RFP. ASM GLOBAL and the PCCA will evaluate the reasonableness of each Proposer’s cost/price Proposal, determine whether the proposed cost/price is consistent with the proposed technical approach and indicates a clear understanding of a sound approach to satisfying the requirements in the scope of services set forth in Section.

**Step Six – Negotiation.** ASM GLOBAL may undertake negotiations with several Proposers for similar or different Proposals. In either case, ASM GLOBAL may request “final and best offers”. Based upon these negotiations, ASM GLOBAL will offer a “Notice of Award” to selected Proposer(s) for the services described herein.

**Step Seven – Award of Contract.** Upon the completion of the negotiations ASM GLOBAL and the PCCA at their sole discretion may award Contracts for the services described herein.

**5.3 Rights and Options of ASM GLOBAL.** ASM GLOBAL and the PCCA reserve and may exercise one or more of the following rights and options with respect to this RFP:

- a. To reject any and all Proposals.
- b. To elect to award certain parts of the Scope of Services, to separate proposers or to award the entire Scope of Services to one proposer as ASM GLOBAL deems necessary.
- c. **To use criteria other than price in determining the Proposer(s) with which it will contract.**
- d. To supplement, amend or otherwise modify this RFP.
- e. To cancel this RFP with or without the substitution of another RFP.
- f. To issue additional or subsequent solicitations for Proposals.
- g. To conduct investigations with respect to the qualifications of any Proposer.
- h. To change any time for performance set forth in this RFP.
- i. To waive any non-compliance of any Proposal with the requirements of this RFP.
- j. To permit any Proposer to supplement, amend or otherwise modify its Proposal.
- k. To supplement, amend or otherwise modify the terms of any proposed form of Contract which may be submitted by ASM GLOBAL to any Proposer.
- l. To negotiate an ECM with one or more than one Proposer.

**5.4 Request for Additional Information.** Proposers shall furnish such additional information as ASM GLOBAL may request in connection with its evaluation of the Proposals.

**5.5 Acceptance or Rejection of Proposals.**

a. ASM GLOBAL and the PCCA reserves the right to reject any or all Proposals and to seek additional Proposals, if such action is in the best interest of ASM GLOBAL and the PCCA. ASM GLOBAL reserves the right to waive any informalities and technicalities in the Proposal process.

b. If for any reason whatsoever, ASM GLOBAL rejects a Proposal, the Proposer agrees that it will not seek to recover lost profits on work not performed nor will it seek to recover its Proposal preparation costs. By submitting its Proposal, the Proposer expressly states that it intends to be legally bound and accepts the limitation of remedies set forth in this Section.

**5.6 Contract Award.**

a. After ASM GLOBAL has selected a Proposer as a result of the aforesaid evaluation process, the successful Proposer shall be required to execute a Contract with the PCCA. ASM GLOBAL reserves the right to modify, amend and supplement any proposed form of Contract submitted by ASM GLOBAL to any Proposer, in any manner it deems appropriate. The terms of the Proposal of the designated Proposer, to the extent accepted by ASM GLOBAL, shall be incorporated into the Contract. ASM GLOBAL and the PCCA reserve the right to revoke the designation of a Proposer as the designated Proposer at any time prior to execution of the Contract by the Proposer and the PCCA and in the form approved by the PCCA.

b. The contents of the Proposal of the selected Proposer and the RFP will become contractual obligations upon execution of a contract; provided however, that the terms of any such contract shall supersede the provisions of the Proposal and the RFP to the extent the terms of the contract are inconsistent with the terms of the Proposal or RFP. In the event that either the designated Proposer does

not execute the Contract as herein required or ASM GLOBAL has revoked the designation of a particular Proposer as the designated Proposer, ASM GLOBAL and the PCCA, may enter into negotiations with one or more of the other Proposers or may solicit new Proposals.

c. At or prior to delivery of the signed Contract, the designated Proposer shall deliver to ASM GLOBAL the policies of insurance or insurance certificates as required by the Contract. All policies or certificates of insurance must be approved by ASM GLOBAL before the designated Proposer may proceed with the delivery of the contracted services.

## **6.0 MISCELLANEOUS**

**6.1 Penalty for Non-Compliance. Proposals received after submission deadline will be disqualified.** Failure to comply with the requirements of this RFP may render the Proposal, at the sole discretion of ASM GLOBAL, as unresponsive or otherwise unacceptable and may result in disqualification and the elimination of the Proposer from subsequent consideration.

**6.2 Handling of Proposals.** All Proposals submitted in response to the RFP will become the property of ASM GLOBAL and will not be returned.

**6.3 Cost Liability.** ASM GLOBAL and the PCCA shall not, in any way, be responsible for any costs incurred by any Proposer in preparing, reproducing, distributing and presenting its Proposal.

**6.4 Additional Clarification of Proposals.** ASM GLOBAL may ask a Proposer to clarify in writing the technical or cost/price portions of the Proposer's Proposal at any time prior to the execution of a contract. Where permitted by this RFP, the Proposer must specifically identify and fully explain in the Proposal any exceptions to or deviations from the requirements of this RFP.

**6.5 Compliance with Laws, Rules, Etc.** The Proposers shall comply with all federal, state, and local statutes, laws, rules, regulations, and ordinances.

### **6.6 Taxes.**

a. PCCA is a tax-exempt entity not liable for sales tax. All price quotations for goods and services provided by the Proposer must therefore exclude sales tax charges. A tax-exempt certificate will be provided upon request.

b. The designated Proposer shall be responsible for all taxes related to the provision of goods and services pursuant to the Contract and shall apply to the respective taxing authorities for all applicable account numbers and file appropriate tax returns as required by law.

## SECTION II

### DEMAND RESPONSE SYNCHRONIZED RESERVE MARKET PROGRAM

#### 1.1 GENERAL

1. The Pennsylvania Convention Center (PCC) is seeking proposals from qualified and experienced firms to partner and implement enhancements to the PCC for the Demand Response Synchronized Reserve Market (DRSRM) Program.
2. The PCC seeks proposals from qualified firms to supply technology as well as implementation services for its DRSRM program. PCC is requesting the program delivery for one-year term plus two one-year renewal options.
3. PCC's goal is to cost-effectively scale the program to a minimum of 1.5 megawatts of demand response and load shifting capacity during the contract term, with the intent to continue scaled annual growth.

#### 1.2 SCOPE OF SERVICES

##### **Demand Response Synchronized Reserve Market Program Requirements**

<b>Program Name</b>	<b>PJM Synchronized Reserve Market</b>
<b>Notification Lead time</b>	<b>Fully curtail within 10 minutes of notification.</b>
<b>Dispatch Duration</b>	<b>5 to 30 minutes</b>
<b>Zone</b>	<b>PECO</b>
<b>Participation hours</b>	<b>24x7x365</b>
<b>Payments</b>	<b>Capacity payment for hours of availability. Paid to the PCC on a quarterly basis.</b>
<b>Costs</b>	<b>No upfront out of pocket costs by PCC to participate.</b>
<b>Metering requirement</b>	<b>Standard ESS, 1 minute data required.</b>
<b>Total Target Reduction</b>	<b>1.5 MW</b>
<b>Expected Events Annually</b>	<b>10 to 20 events per year</b>
<b>Penalties for Under performance</b>	<b>Potential for loss of revenue proportional to under performance. PCC will never incur costs or penalties.</b>

#### 1. QUALIFIED FIRMS SERVICES

- a. Manage PCC'S participation in the program, the grid operator or Utility, manage all aspects of the PCC's participation and process all program financial settlements.
- b. Provide the system that collects energy data. The system may enable remote distribution control and direct load management.

#### 2. FACILITY REQUIREMENTS

- a. Perform any necessary equipment upgrades.
- b. Install metering where required.

3. PAYMENTS

- a. Firm will identify the percentage payment rate to the PCC.
- b. PCC will not be penalized for underperformance.
- c. Firm will deliver quarterly payments for each program season.

## SECTION III – GENERAL REQUIREMENTS

### 1.1 GENERAL

1. Complete Contractor Compliance Form information in accordance with OSHA 29 CFR General Industry Standards.
2. Maintain a high standard for housekeeping, cleanliness, recycling practices in accordance with building policy and where applicable use of green products.

### 1.2 INSURANCE

1. The successful contractor shall be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by the Center. The Contractor shall comply with all applicable insurance and fire prevention laws, rules, regulations and requirements of the Authority, the Commonwealth of Pennsylvania, the City of Philadelphia, and of all legally constituted insurance authorities, including, without limitation, the Authority's risk management program, policies and procedures.
  - a) At the time of the execution of this Agreement, the Contractor is to furnish and deposit with the Authority certificates of insurance respecting all required insurance coverages designated herein together with evidence that the premiums for such insurance have been paid. If the insurance coverage is provided under a master policy, the Contractor will provide information to the Authority's insurance consultant sufficient to confirm that the Contractor has the coverages required hereunder. At least thirty (30) days prior to the expiration of any policy required under this Agreement, Contractor shall deliver to the Authority, a certificate of insurance evidencing the renewal of such policy, together with receipts for payment of the premiums required therefor. All coverages shall be issued by an insurance company authorized by law to carry on business in the Commonwealth of Pennsylvania, and having an A.M. Best rating of A or better and/or which are otherwise acceptable to the Authority. Coverages are to include the following at the sole cost and expense of the Contractor:
  - b) Commercial comprehensive general liability coverage with limits of liability of not less than the following for bodily injury and/or property damage and personal/advertising injury: \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products/completed operations aggregate; \$1,000,000 personal and advertising injury limit.

- c) Business automobile liability coverage shall be provided with limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage. Coverage is to include all owned, hired and non-owned automobiles.
- d) Workers' compensation for Contractor's employees with Pennsylvania statutory limits and including employer's liability with limits as follows: bodily injury by accident - \$500,000 each accident; bodily injury by disease - \$500,000 policy limit; bodily injury by disease - \$500,000 each employee.
- e) Umbrella excess liability coverage with limits of liability of not less than Five Million Dollars (\$5,000,000) each occurrence and in the aggregate, where applicable, excess of the liability limits in subparagraphs (b), (c) and (d) above.
- f) All-risk liability coverage with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence and in the aggregate, where applicable, excess of the liability limits in subparagraphs (b), (c) and (d) above.
- g) Thirty (30) days prior written notice of cancellation, material reduction of coverage or non-renewal shall be given to the Authority.
- h) The Authority and the City of Philadelphia shall be named as additional insureds.
- i) The Contractor is responsible for and shall require all servicemen, deliverymen, and sub-contractors to provide to it, prior to the provision of any materials or services, certificates of insurance of their comprehensive general liability, automobile liability, and workers' compensation coverages as described above and with written notice of cancellation and waiver of subrogation in favor of the Contractor and the Authority. Also, the Contractor, and the Authority shall be named as additional insureds.
- j) Waiver of Subrogation Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party, even if such loss or damage shall be brought about by the fault or negligence of the other party, its partners, agents or employees, provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy of either party does not presently contain provisions which permit such a waiver, each party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation.

### 1.3 INDEMNIFICATION

Indemnification: The Contractor shall defend, indemnify, and save harmless ASM Global, PCCA, PCC, their Chairman, Members, Officers, and employees of, from, and against all claims, suits, judgments, expense, and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any act or omission of the Contractor or



his employees or agents, including, but not limited to expenses or claims related to environment contamination, injury or clean up.

#### **1.4 LABOR**

Vendor shall provide, at its own expense, qualified, union or licensed labor in the applicable trades. Vendor, at ASM Global's request, will remove or replace any employee at our discretion.

- a) All employees shall be employees of the Contractor and not of the Authority. The Contractor shall select, employ, train, furnish and deploy in the optimum number approved by the Authority, in each job classification, employees who are proficient, productive, and courteous, and the Contractor shall discipline, and if necessary, prohibit any and all personnel not performing in accordance with the standards of the Agreement from performing any services pursuant to the Agreement or on the Authority's property. The Contractor shall also provide adequately trained relief personnel in the event of absences.
- (b) The Contractor assumes full responsibility for the actions of all personnel while performing services pursuant to the Agreement, and shall be responsible for their supervision, daily direction and control.
- (c) The Contractor agrees to furnish all necessary qualified supervision for the performance of the services and agrees to assign to the Convention Center a highly competent, full-time on-site working supervisor (the "Supervisor"), having a minimum of three (3) years' experience in supervising a work force under conditions similar to those required by the Agreement, who shall have no duties other than performing the services of the Contractor pursuant to the Agreement. The Authority reserves the right to interview the final candidate(s) for the position of Supervisor. The Contractor shall secure the Authority's written approval in advance as to the qualifications of the person selected by the Contractor as Supervisor and, once assigned to this operation, the Supervisor shall not be replaced without the approval of the Authority.

#### **1.5 LICENSES AND LAWS**

All licenses and/or permits will be provided by the vendor.

Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall indemnify, save and hold harmless, the PCCA, ASM Global and all of their officers, agents and employees against any and all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.