



RFP32-10
Request for Proposals
For
Comprehensive Energy Management Services
in
Municipal Buildings and Facilities
City of Concord, New Hampshire

Issued by:

Purchasing Division
Doug Ross, Purchasing Manager
311 North State Street
Concord, NH 03301

Prepared for, and in conjunction with,

Finance Department
General Services Department
Public Properties Division

[Response Submittal Due April 9, 2010 Not Later Than 2:00 PM](#)

[Mandatory Pre-Proposal Meeting: March 19, 2010 at 10:00 AM](#)

**Comprehensive Energy Management Services
Municipal Buildings and Facilities**

Table of Contents

I. Introduction—Request for Qualifications	4
1. <i>Contact Information</i>	7
2. <i>Projected Selection Timeline</i>	7
II. General Information	8
1. <i>Purpose</i>	8
2. <i>Investment Grade Audit Agreement</i>	8
3. <i>Acceptance of the Audit</i>	9
4. <i>Energy Management Services Agreement</i>	9
5. <i>Contract Responsibility</i>	10
6. <i>Standard Contract</i>	10
7. <i>Savings Guarantee</i>	10
8. <i>Response Format</i>	11
9. <i>Required Insurance and Bonds</i>	11
10. <i>Taxes, Fees, Code Compliance, Licensing</i>	11
11. <i>References and Disclosure of Information</i>	12
12. <i>Cost of Responses</i>	12
13. <i>Use of and Information Relating to Proprietary Equipment, Controls or Services</i>	12
14. <i>American Recovery and Reinvestment Act Incentive Awards</i>	12
15. <i>Inconsistent Standards</i>	12
16. <i>Addenda</i>	12
III. Proposal Format and Preparation Instructions	13
1. <i>Table of Contents</i>	13
2. <i>Contractor Qualifications Data</i>	13
3. <i>General Reputation and Performance Capabilities</i>	14
4. <i>Experience and EMSP References</i>	14

5.	<i>Investment Grade Audit</i>	15
6.	<i>Construction and Commissioning</i>	16
7.	<i>Methodology of Determining and Guaranteeing Energy Savings</i>	17
8.	<i>Service and Maintenance and/or Owner Training</i>	18
9.	<i>Pricing Structure</i>	18
10.	<i>Required City Forms</i>	20
11.	<i>Other Factors the City Shall Consider</i>	20
IV. Selection Process and Criteria		21
1.	<i>Completeness</i>	21
2.	<i>Evaluation of Responses</i>	21
3.	<i>Minimum Required Items</i>	21
4.	<i>Key EMSP Criteria</i>	22
5.	<i>Evaluation Format</i>	23
6.	<i>Final Decisions</i>	24
V. Attachments		25
1.	<i>Insurance Requirements</i>	26
2.	<i>Facility Information and Energy Consumption Data</i>	27
3.	<i>City Required Documents</i>	28

I. Introduction—Request for Qualifications

The City of Concord (herein referred to as “the City” or “Concord”) seeks proposals from qualified energy services company (“ESCO”) providers interested in implementing a comprehensive, performance-based, Energy Management Services Program (“EMSP”) with guaranteed energy savings at certain Concord municipal buildings and facilities. Concord intends to select and enter into a Performance Contract with the most highly qualified provider per the evaluation criteria herein.

Respondents shall submit one (1) original and four (4) bound identical copies of its proposal according to the requirements set forth and according to the format described herein. Respondents shall also provide a copy of the entire proposal in electronic form on a CD, thumb drive or other portable electronic media. Proposals must be received **not later than 2:00 PM on April 9, 2010** from interested firms, to be eligible for consideration by the City. Each proposal shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP32-10

Proposal for Comprehensive Energy Management Services-Municipal Buildings and Facilities”

City Requests for Proposals may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 32-10 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.concordnh.gov/purchasing.

A mandatory pre-proposal meeting shall be held on **March 19, 2010 at 10:00 AM** in the Conference Room of the Combined Operations and Maintenance Facility located at 311 North State Street, Concord, NH 03301.

Respondents shall be evaluated only on the criteria set forth in this Request for Proposals (“RFP”). The City shall issue addenda if necessary post conference. Verbal exchanges during the conference will be considered informal and of no legal effect.

The successful ESCO will be required to furnish, prior to contract signing for the construction phase only, a Performance Bond and a separate Payment Bond, each in the amount of one hundred percent (100%) of the contract price.

Progress Payments, Retainage and Liquidated Damages: See pages 9 & 10.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

The City's General Terms and Conditions are posted at www.concordnh.gov/purchasing. Unless expressly indicated on the City's Specifications Exception Form, submission of a proposal by a vendor indicates acceptance of the City's General Terms and Conditions.

Failure to submit all information as detailed by RFP32-10 and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Questions and Inquiries: All questions and inquiries concerning this RFP should be submitted in writing no later than 5:00 PM on April 1, 2010. E-mail (preferred method of contact) to: Doug Ross at DRoss@ConcordNH.gov. Inquiries will not be answered directly. The City will issue an addendum, which will address the written questions submitted by the deadline. Any addenda will be sent by E-mail to all those who attend the mandatory pre-bid conference. It is the responsibility of the Respondent to contact Doug Ross electronically at DRoss@ConcordNH.gov or check on-line at www.concordnh.gov five (5) day's prior to the submittal deadline to ensure that the Respondent has received all addenda issued by the City.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross

Douglas B. Ross, Purchasing Manager

Date: *February 25, 2010*

Proposal Due Date/Time: April 9, 2010 not later than 2:00 PM
Mandatory Pre-Proposal Meeting: March 19, 2010 at 10:00 AM

1. Contact Information

Primary Contact

Name: Doug Ross

Title: Purchasing Manager

Address: City of Concord

311 North State Street, Concord, NH 03301

E-mail: DRoss@ConcordNH.gov

2. Projected Selection Timeline

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> RFP Published & Advertised | March 1, 2010 |
| <input type="checkbox"/> ESCO Mandatory Informational Meeting | March 19, 2010 at 10:00 AM |
| <input type="checkbox"/> Deadline for ESCO Questions | April 1, 2010 at 5:00 PM |
| <input type="checkbox"/> ESCO Responses Due | April 9, 2010 Not Later Than 2:00 PM |
| <input type="checkbox"/> Tentative Evaluation Team Proposal Review | April 12-23, 2010 |
| <input type="checkbox"/> Tentative Evaluation Team Review Meeting | April 28, 2010 |
| <input type="checkbox"/> Anticipated ESCO Interviews | May 7, 2010 |
| <input type="checkbox"/> Anticipated ESCO Selection | May 14, 2010 |
| <input type="checkbox"/> Anticipated Commence Contract Negotiations | May 14, 2010 |
| <input type="checkbox"/> City Council Meeting | To Be Determined |
| <input type="checkbox"/> Anticipated IGA Contract Execution | June 1, 2010 |

Respondents are required to submit proposals that fully comply with the requirements set forth in this RFP. In addition, alternative proposals may also be offered if the respondent feels such proposals provide measurable value to the City; but such alternative proposals must meet the full requirements of this RFP.

ESCO Response Submittal Due: April 9, 2010 Not Later Than 2:00 PM.

II. General Information

1. Purpose

The City of Concord seeks proposals from qualified providers interested in implementing a comprehensive, performance-based energy management services program (“EMSP”) at its Municipal facilities and buildings. The City intends to select a qualified provider to upgrade facilities and optimize utility and operating budgets through a comprehensive infrastructure renewal process. The EMSP will be developed to ensure continued and/or improved peak efficiency through proactive maintenance and service programs and training of City staff that will be customized for the City’s staff, buildings, and facilities. The City intends to leverage energy savings to fund the cost of the program to the greatest extent possible, but for a financing period not to exceed ten (10) years. The City may consider additional improvements resulting in an overall program, which is paid in part from guaranteed energy savings, to ensure a comprehensive renewal of facilities, and which may require supplemental City funding.

Objectives: The City intends this EMSP to include a comprehensive range of energy management systems and services including the design and installation of systems and/or maintenance programs to conserve energy and water and/or shift energy loads to on-site renewable power sources, including, without limitation, (a) utility-demand reduction projects, (b) performance-contracting for the installation or modification of new and existing equipment which will reduce energy and water consumption associated with heating, ventilation, and air conditioning system, lighting system, building envelope, domestic hot water system, and other energy and water using devices, (c) proactive maintenance and service programs and City staff training (d) a detailed Investment Grade Energy Audit, and (e) the work associated with monitoring and verifying EMSP savings and the study and/or design of the subject work.

2. Investment Grade Audit Agreement

The City and the selected most qualified ESCO provider will negotiate the scope of work for the Investment Grade Energy Audit (“IGA Agreement”). The successful ESCO and the City will enter into the IGA Agreement, which shall include, but not be limited to:

- a written investment quality energy audit report for a comprehensive energy efficiency, renewable energy, maintenance and management program;
- a detailed proposed technical scope of work for construction/implementation of the ESCO’s recommendations including facility improvements and maintenance and/or owner training programs;
- proposed methods of measurement and verification of guaranteed savings; and
- Guaranteed Energy Savings proposal.

All components of the IGA Agreement will be presented in a detailed written report, hereinafter referred to as IGA Report.

3. Acceptance of the Audit

As part of its consideration of the completed IGA Report and the recommendations/proposals of the successful ESCO, the City may, in its sole discretion and prior to the execution of the Energy Management Services Agreement (“EMSA”), elect to proceed with all or any portion of the improvements proposed or recommended by the ESCO including elimination of any building and/or facility from the scope of the IGA Report. The City may also elect to proceed with certain improvements on a phased basis, whether over a period of months or years if it determines that proceeding with all of the selected improvements simultaneously is not in the best interests of the City.

4. Energy Management Services Agreement

4.1 General: Upon completion of the IGA Report and its review and acceptance by the City and any third-party agent the City may choose to engage to conduct a technical review of the IGA Report, the City anticipates that the parties will negotiate a Scope of Work for the implementation of all or a portion of the ESCO’s recommended improvements as presented in the IGA Report. Upon agreement as to the final Scope of Work, the parties will enter into an Energy Management Services Agreement (“EMSA”), incorporating the negotiated Scope of Work, the Guaranteed Energy Savings requirements, the methods of measurement and verification and any operating, and commissioning, maintenance and training support services, among other provisions. The EMSA shall contain provisions detailing the ESCO’s approach to implementing the accepted IGA Report, including its approach to demonstrating how the guaranteed savings are achieved. Such EMSA shall provide the ESCO’s implementation and measurement strategies with respect to the construction term and the performance term.

4.2 Progress Payments: The City shall require the ESCO to provide monthly progress payment invoices which shall be based on a percent complete of actual work performed and, if allowed, materials and equipment stored. Such progress payment invoices shall be delivered not later than the fifth (5) day of every month for the preceding month, and shall be documented on standard AIA Project Application and Certificate for Payment Forms and AIA Continuation Sheets for each energy conservation measure (“ECM”).

4.3 Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

- a) Until work is fifty (50) percent complete, as determined by the City, Retainage shall be ten (10) percent of the monthly payments claimed.
- b) After the work is fifty-one (51) percent complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional Retainage no further amount shall be withheld.

- c) Upon substantial completion for each ECM, the amount of Retainage shall be reduced to two (2) percent of the total contract price for each specific ECM achieving substantial completion,
- d) Upon final completion and project acceptance, the final two (2) percent Retainage will be released to the ESCO, less any amounts deducted due to liquidated damages or other issues defined in the project completion and acceptance documents.

4.4 Liquidated Damages: In the event ESCO fails to complete the entire Scope of Services, through no fault of the City, by the scheduled Final Completion Date of the last ECM to be implemented, as defined in the Project Schedule which was mutually agreed to by both the City and the ESCO, for each month (or portion thereof) the ESCO is late, the total project install price shall be reduced by the product of (i) 3% of price of the specific ECM or ECMs remaining incomplete multiplied by (ii) number of days the date of Final Completion is delayed beyond Scheduled Date of Final Completion for all ECMs divided by (iii) 30 days. Such reductions are deemed as liquidated damages and not a penalty, and if imposed, shall constitute the sole monetary recourse for the aforesaid delay(s). The ESCOs submission of an Application for Final Payment shall stop the accumulation of liquidated damages.

5. Contract Responsibility

The selected ESCO shall assume total responsibility for the design and implementation of the EMSP as defined in the EMSA. The ESCO will be the prime contractor and the sole point of contact with regard to all contractual services, including but not limited to design, supervision, construction, installation, security, training and savings guarantee. Service and maintenance support, if required by the City, shall be negotiated into the EMSA or under a separate agreement for a term and scope determined by the City.

6. Standard Contract

The IGA Agreement and the EMSA stemming from this RFP shall meet the requirements set forth by the City, and will include, at a minimum, the City standard terms and conditions in its entirety as required.

The City's General Terms and Conditions are posted at www.concordnh.gov/purchasing. Unless expressly indicated on the City's Specifications Exception Form, submission of a proposal by a vendor indicates acceptance of the City's General Terms and Conditions.

7. Savings Guarantee

The guaranteed savings provision shall be fully defined in the EMSA and shall be the measured reduction in fuel, energy, water and operating or maintenance costs resulting from the implementation of the Scope of Services defined in the EMSA. Such guaranteed savings shall be

determined when compared with an established baseline of previous fuel, energy, water and operating or maintenance costs, including, but not limited to, future capital replacement expenditures avoided as a result of equipment installed or services performed pursuant to the EMSA.

The selected ESCO shall provide the City with a written guarantee that either the amount of energy and water savings guaranteed will be achieved on an annual basis or the ESCO shall reimburse the City for the full shortfall amount each year for which the shortfall exists. Methods for measurement and verification of guaranteed savings shall conform to the most recent standards established by the Federal Energy Management Program of the U.S. Department of Energy and the most recent International Performance Measurement & Verification Protocol (IPMVP). The overall term of the EMSA, including the performance term shall not exceed ten (10) years. The guarantee shall be a first party direct guarantee from the ESCO to the City. No third-party guarantee shall be allowed, except however, corporate guarantees from a parent company of the ESCO will be considered. All savings in excess of the guaranteed savings shall be the sole property of the City. The City reserves the right, to terminate the EMSA and understands that under such early termination, the ESCO's obligation for guaranteed savings will also terminate.

8. Response Format

Responses shall be submitted in the format outlined in this RFP. Each response will be reviewed to determine if it is complete. Incomplete responses will not be considered. Respondents shall use the prescribed format to indicate their experience and qualifications, describe their approach to the EMSP, and explain their proposal. In addition, the City reserves the right to waive any irregularities and formalities in the selection of the ESCO for this EMSP. While respondents are required to submit proposals that fully comply with the requirements set forth in this RFP, alternative proposals may also be proposed if the respondent feels such proposals provide measurable value to the City. Such alternative proposals must meet the requirements set forth in this RFP.

9. Required Insurance and Bonds

The ESCO will be expected to provide the City with 100% payment and performance bonds for this EMSP from a surety company licensed to do business in New Hampshire and whose name appears on United States Treasury Department Circular 570. The successful ESCO shall procure and maintain in effect during the life of the agreement insurance as required in the form of the IGA Agreement and the EMSA.

10. Taxes, Fees, Code Compliance, Licensing

The ESCO shall be responsible for payment of any required permits, licenses, taxes or fees associated with the execution of the EMSA. The ESCO shall be responsible for compliance with all applicable laws and regulations. If there are tax credits that the City is not qualified for but the ESCO is, those savings will be passed on to the City in the form of a credit or reduced total EMSP cost.

11. References and Disclosure of Information

Submission of a response shall be deemed permission to the City to make inquiries concerning the ESCO to any persons or firms deemed appropriate by the City. The ESCO's submission of a response shall be deemed acknowledgement that it is familiar with the New Hampshire Right to Know Law, RSA 91-A, and is bound thereby. Disclosure of any information provided by any ESCO in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to RSA 91-A.

12. Cost of Responses

The City assumes no liability and will not reimburse any costs or expenses incurred by any Respondent (whether or not selected) in developing responses to this RFP.

13. Use of and Information Relating to Proprietary Equipment, Controls or Services

Unless no other manner of description suffices, and the City so approves in writing, no technical requirements and scope of work within the EMSA shall require the use of a proprietary supply or service, or procurement from a sole source. Any and all software, pass codes and other information or documents required for the operation, maintenance or upgrades of energy management systems and energy conservation measures will be provided to the City at the time of installation at no extra charge.

14. American Recovery and Reinvestment Act Incentive Awards

Under the American Recovery and Reinvestment Act of 2009 ("ARRA"), Energy Efficiency and Conservation Block Grant Program, the City has been awarded a grant of \$203,800 as a direct buy-down to the anticipated performance contract. The City has also made application to the State of New Hampshire, Office of Energy and Planning, for \$196,200 in incentive funding for four key energy efficiency and renewable energy projects that may be implemented under the performance contract.

ESCOs are advised that work performed which utilize ARRA funds must comply with the Buy American provisions and the Davis-Bacon Wage Act. Further, the City will require the selected ESCO to provide all required information necessary for the City to meet its ARRA reporting obligations on a quarterly basis.

15. Inconsistent Standards

If any requirement or standard set forth in this RFP herein is inconsistent with any requirement or standard set forth elsewhere in this RFP or in any exhibit, or any scope of work or specification related thereto, the requirement or standard most favorable to the City shall prevail.

16. Addenda

The City may issue addenda to the RFP if such action is required. ESCO's that attend the City's mandatory pre-proposal meeting will be notified and must acknowledge receipt and acceptance as part of the proposal submission. It is the responsibility of the ESCO to insure that all addenda issued are acknowledged and accepted with the proposal package.

III. Proposal Format and Preparation Instructions

Proposals must be submitted in the format outlined in this Section. Each will be reviewed to determine if it is complete. The City may reject from further consideration any Proposal that does not follow the format or is deemed non-responsive; however, the City reserves the right to waive any minor irregularities or informalities, or to cancel this Request for Proposals, or reject in whole or in part and energy savings measures, if the City determines that such cancellation or rejection is in the best interest of the public. Respondents are required to submit proposals that fully comply with the requirements set forth in this RFP. In addition, alternative proposals may also be offered if the respondent feels such proposals provide measurable value to the City; but such alternative proposals must meet the full requirements of this RFP. Respondents must provide one (1) original copy and four (4) bound identical copies of the complete proposal along with one (1) electronic identical copy of the proposal either on a CD-ROM/DVD or other portable electronic media.

1. Table of Contents

Proposals shall include a table of contents properly indicating the section and page numbers of the information included.

2. Contractor Qualifications Data

- 2.1 Minimum Required Items
- 2.2 Proposal completeness and adherence to format.
- 2.3 Evidence of bond capability of at least five (5) million dollars from a surety company licensed to do business in New Hampshire and whose name appears on United States Treasury Department Circular 570. Please provide the cost or fee your firm will charge for the performance and payment bonds as a percentage of the construction costs.
- 2.4 Form of legal entity and year entity was established.
- 2.5 Describe any changes in ownership status over the past ten (10) years.
- 2.6 Other entity names, if any.
- 2.7 Ultimate parent company, if applicable.
- 2.8 Federal Tax Identification Number for Respondent
- 2.9 Financial Statements. Please submit a detailed financial report prepared in accordance with generally accepted accounting principles (GAAP) reflecting the current (as of the most recent financial statement date) financial condition of the Respondent. Such report must include a balance sheet, income statement and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding three years ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed un-audited statements for the Submitting Entity. Non-public entities may attach either un-audited financial statements or copies of tax forms and schedules that are filed with the Internal Revenue Service where applicable.

- 2.10 Performance Guarantee. Describe the form of guarantee that the Respondent will be providing in respect of the EMSP, and its associated cost. If a guarantee backstop by a parent company or credit enhancement by a financial institution is anticipated; please provide a letter from the parent company or financial institution, indicating that such credit enhancement is available, the terms of such credit enhancement and the credit rating of the guarantor.
- 2.11 Lawsuits and Disputes. Discuss whether your firm has ever been involved in a lawsuit or dispute regarding a performance contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit or litigation. Further, please discuss whether your firm has been barred from providing performance contracting or other services in any states.

3. General Reputation and Performance Capabilities

- 3.1 Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for the City.
- 3.2 Provide the number of years Respondent has been engaged in providing EMSP services.
- 3.3 Describe the experience the Respondent has had with municipalities, particularly in the Northeast and specifically in New Hampshire. Respondents shall demonstrate by example its experience working in facilities similar to the facilities included in this RFP.
- 3.4 Provide the number of EMSPs and aggregate dollar value of EMSPs implemented by Respondent each year for the past five (5) years, including the value of the guarantees related to such EMSPs and any shortfall in savings related to such EMSPs.
- 3.5 Provide the number of full-time personnel employed by the Respondent. Please segment the data, as appropriate, into categories of personnel providing EMSP services, Non-EMSP Operations/Maintenance Services and Non-EMSP Equipment Installation Services.
- 3.6 Provide the number of full-time EMSP personnel located in any applicable local or branch office to be utilized for the City's EMSP, and the site address of that local or branch office.
- 3.7 Discuss any accreditations or pre-qualifications for EMSP work, describing the relevance or importance of such qualifications to the EMSP.

4. Experience and EMSP References

- 4.1 Please list at least five (5) examples of EMSPs in the Northeast, and if possible, specifically in New Hampshire, which included varying types of mixed-use facilities. Please fully describe the scope of work performed for these five (5) reference EMSPs,
 - 4.1.1 Provide detailed EMSP information for all five (5) including: customer name, EMSP dates, total EMSP cost at proposal stage, total final EMSP cost, projected annual energy and water cost savings from IGA, projected annual operations and

maintenance cost savings, actual realized annual cost savings to date, and any annual savings shortfalls. Respondent must also indicate whether the EMSP was completed on schedule and on budget, and if not, explain the reasons for such delay or budget noncompliance.

- 4.1.2 Provide a list of technologies implemented for each of the five (5) reference EMSPs. For each technology, Respondents must provide the specific measurement and verification protocol implemented (FEMP Option A, B, C, D) along with the rationale Respondent used in selecting the specific FEMP Option.
- 4.2 Identify EMSPs that have been managed by individuals who Respondent anticipates will be assigned to the City's EMSP. Discuss the level of technical/economic expertise of the staff. Provide resumes of the EMSP team members and indicate which branch office each EMSP team member is assigned. For each EMSP team personnel, please list the current EMSPs such employee is currently involved with and the status of the EMSP. Please provide an organizational chart.
- 4.3 Provide references for the Respondent and references for each key person proposed in the submittal to be part of the EMSP team, including the proposed role for each such individual. Please include the names, addresses, email addresses and telephone numbers for reference. It is understood that the City may contact any or all of the above references regarding the EMSP and personnel performance as part of the RFP submittal review process.

5. Investment Grade Audit

- 5.1 Describe Respondent's general approach to conducting an IGA. Specifically, what is the process? How will the City be involved? Detail the level and depth of the information and resources that will be required of the City?
- 5.2 Describe Respondent's approach to the technical design of the EMSP including the methodology Respondent normally uses to compute the baseline(s) of energy and water use, as well as the performance of improvements.
- 5.3 Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather, facility use changes and operating behavioral changes. Describe factors that would necessitate adjustment.
- 5.4 List all procedures and methodologies including special metering or equipment, which Respondent would use to calculate energy, water and O&M savings.
- 5.5 Does your firm use multiple baselines for different energy conservation measures ("ECM")? If so, please discuss approach.
- 5.6 Discuss the frequency of baseline adjustments over the course of the EMSA, define the drivers that influence such adjustments and how frequently such data is collected.
- 5.7 Discuss Respondent's approach to identifying and quantifying interactivity between ECMs throughout the optimization process, specifically during the winnowing process performed in collaboration with the City.
- 5.8 Discuss Respondent's approach to relying on energy and non-energy related operational savings in the savings calculation supported by the guarantee.

- 5.9 Discuss Respondent's application of applying a risk factor to ECM-specific annual energy savings. Does Respondent's firm guarantee an annual level of savings less than the projected savings? Discuss how this risk factor is determined, whether it is ECM specific and if O&M activities contracted to the ESCO (rather than performed by the City) has any impact on such risk factor.
- 5.10 Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or capital savings.
- 5.11 Provide a detailed schedule and timeline for the IGA from signed IGA Agreement to final IGA Report.
- 5.12 Provide an example of a comprehensive IGA developed by Respondent for an EMSP where the specific EMSP team proposed for the City was involved and completed similar work as contemplated for this EMSP. Please provide such sample IGA in electronic form on a CD-ROM or other portable electronic media.

6. Construction and Commissioning

- 6.1 Describe protocols related to management of critical path schedule to ensure timely completion, including willingness to post liquidated damages for delays and performance shortfalls. Discuss Respondent's EMSP management protocols to ensure schedule adherence.
- 6.2 Describe Respondent's reporting and client liaison protocols to be employed throughout the construction process.
- 6.3 Describe how Respondent would work with current building management and maintenance personnel to coordinate construction activities. Discuss in detail Respondent's protocols to avoid conflicts with the facilities' operation and use, and Respondent's conflict resolution process.
- 6.4 Discuss Respondent's perspective on integrating customer contractors into the EMSA. If desired by the City, is Respondent willing to solicit qualifications and expertise from local area contractors provided such contractors meet Respondent's requirements?
- 6.5 Describe standards of comfort and functionality that Respondent would propose for light levels, space temperatures, ventilation rates, etc. in the facilities. Specifically discuss the application of these standards in municipal buildings and the public school environment. Also describe how Respondent anticipates those standards would be maintained throughout the term of the EMSA.
- 6.6 Discuss how Respondent will ensure that the City is not exposed to margin pancaking by using specialty subcontractors (defined as those subcontractors that provide full turnkey services including engineering, design, and installation). Will Respondent reduce its overhead markup on those services provided by specialty subcontractors to mitigate against the margin pancaking issue?
- 6.7 Discuss the role Respondent takes in managing subcontractors. Will Respondent oversee all work performed by subcontractors, including any work performed during occupied and unoccupied times?

- 6.8 For any design work conducted by third-party experts, please identify whether Respondent takes engineering risk including stamping engineering submittals.
- 6.9 Discuss Respondent's approach to commissioning ECMs and describe any differences in commissioning Respondent employs on an ECM basis. Please provide an electronic copy of a commissioning plan previously executed for one of the five (5) reference customers. Such electronic copy shall be provided on a portable electronic media.
- 6.10 Discuss Respondent's approach to the timing of commissioning and training with respect to the commencement of the warranty.

7. Methodology of Determining and Guaranteeing Energy Savings

The City requires that methods for monitoring, measurement, and verification of guaranteed energy and water savings shall conform to the most recent International Performance Measurement & Verification Protocol (IPMVP) and standards established by the Federal Energy Management Program of the U.S. Department of Energy.

- 7.1 Describe in detail the firm's methodology to determine energy savings and explain how this approach will minimize risk and maximize return for City over the course of up to 20 years. Include in the description, the firm's approach to verifying energy savings and addressing changes based on past experience and changes in use of municipal buildings and facilities over time.
- 7.2 Discuss Respondent's general approach to identifying the appropriate measurement and verification protocol on an ECM-specific basis. Please provide a listing by ECM category of the anticipated FEMP protocol for each ECM, and the rationale for such protocol.
- 7.3 Describe how excess annual savings is documented, and confirm that all excess annual savings accrues to the benefit of the City and is not carried forward to future years to offset any shortfall of savings.
- 7.4 How does Respondent treat savings realized during construction? Are those savings included in the guarantee and credited to the EMSP or are those savings treated as excess savings to the City?
- 7.5 Describe Respondent's standard measurement and verification procedures, including reporting frequency, reconciliation methods and timing.
- 7.6 Please provide an electronic copy of a sample measurement and verification report from one of the five reference EMSPs together with an explanation of how Respondent demonstrated, with respect to such report, whether the guaranteed savings level was met and if not, the mechanics of how the customer would be compensated. Redacted copies protecting confidential information will be accepted. Such electronic copies shall be provided on a portable electronic media.

8. Service and Maintenance and/or Owner Training

In your responses to the following, include a description of Respondent's experience with ensuring that equipment warranties and maintenance records are maintained and the requirements of the performance guarantee for savings is met

- 8.1 Provide detailed information on any proposed training programs for City maintenance personnel and staff, including course content, location, and schedule.
- 8.2 Describe Respondent's capability to provide ongoing service and maintenance with City in-house personnel and with third party contractors selected by the City.
- 8.3 State Respondent's general recommendations as to benefits of contracted service and maintenance vs. training of City personnel.

9. Pricing Structure

- 9.1 Describe Respondent's approach and preference to EMSP pricing including: (a) Open Book/Open Book with contracted mark-ups, (b) Open Book/Closed Book/Firm Fixed Price and (c) Closed Book/Firm Fixed Price. Please note that the City will determine its final preferred approach.
- 9.2 Under a Firm Fixed Price contract, what level (percentage) does your firm include as a contingency?
- 9.3 Under an EMSA, will Respondent accept a ten percentage hold-back Retainage on all progress payments until final completion?
- 9.4 Respondents are **required** to provide a fixed price break up fee for the IGA if the IGA is completed in accordance with the IGA Agreement and the City **does not** proceed with an EMSA. Respondents should assume that the total square footage of the buildings covered under the IGA is approximately 1.1 million square feet.
- 9.5 Respondents must complete the following chart for contracted mark ups. If other categories are to be considered, please provide such additional information. Please also note that mark-ups not included by the Respondent in this response will not be considered in the development of the IGA Report, EMSP development and the EMSA negotiations.

Project Soft Cost Mark-Ups	Lighting and Controls	Major Mechanical/HVAC Systems	Chilled Water/Air Systems	EMS/DDC	Building Envelope & Window Upgrades	Air and Water Distribution System/Unit Ventilators	Pool Improvements	Well Water/Water/Waste Water Systems	Water Conservation	Motors/Drives	Kitchen Equipment	On-Site Generation & Renewables	Venting, PC Controllers, Fire & Safety
	Investment Grade Audit												
Engineering, Design and Spec.													
Project/Construction Management													
Commissioning													
Training													
M&V During Construction													
Cost of Risk (Contingency)													
P&P Bonds													
Construction Interest													
Travel													
Mobilization and Site Conditions													
Hazardous Materials Management													
Other - Warranty													
Other - _____													
Other - _____													
Other - _____													
Other - _____													
Corporate and Local Overhead													
Profit													

10. Required City Forms

- 10.1 Respondents must complete and submit completed forms (Alternate Form W-9, Indemnification Agreement and Specifications Exception Form) as attached to this solicitation with original signatures where required.
- 10.2 The successful Respondent shall provide, prior to contract signing, separate Payment and Performance Bonds in an amount equivalent to one-hundred (100) percent of the contract price.
- 10.3 The successful Respondent shall provide, prior to contract signing, the insurance certificate for its firm that meets the minimum required types and levels of coverage and names the City of Concord and Beacon Integrated Solutions as additional insured (see page 28).

11. Other Factors the City Shall Consider

11.1 **Experiences with Public Buildings**

Provide specific information regarding Respondent's experience and expertise with the various types and uses of buildings and facilities under consideration in this EMSP, including but not limited to the particular needs of municipal facilities and buildings, including public safety and historic buildings.

11.2 **Hazardous Materials**

Describe the services your firm will provide to identify, abate, and otherwise address hazardous materials that may be present in buildings or facilities under consideration for this EMSP. Materials may include but not be limited to asbestos, lead and PCBs.

11.3 **Method of Record Keeping Satisfying City**

Describe the type, method, formatting, and frequency of the EMSP reporting recommended and required. The selected ESCO shall provide access to records and preserve them for a period of seven (7) years after final payment.

11.4 **Innovative EMSP Funding**

Respondents shall include in their responses (a) information regarding all potential third-party funding sources that could be applied to any or all potential energy management services, (b) description of the applicant's experience(s) in securing such funding, and (c) description any new sources of funding that may have recently become available but that the respondent has not yet had experience with. Such funding sources may include, but are not limited to: utility rebates, demand response payments, grants, funding from the American Recovery and Reinvestment Act, sale of renewable energy, carbon or air quality emissions credits or State funding sources.

11.5 **Experience with Renewable Energy and High-Efficiency Power Production**

Respondents shall include in their responses information on Respondent's past experience installing renewable energy systems (such as solar hot water, photovoltaic, wind turbines, biomass and landfill-gas-to energy systems), high-efficiency power systems (such as combined heat and power systems and geothermal technologies) and green technologies (such as green roofs, rainwater reclamation, digester, etc).

IV. Selection Process and Criteria

1. Completeness

The City will review each Response prior to the selection process for completeness and adherence to format. A Response will be considered complete if all requested sections and information are included in the proper order.

2. Evaluation of Responses

The City has established a Proposal Evaluation/Selection Team consisting of City representatives, to formally evaluate each Response. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information as the Evaluation/Selection Team deems appropriate.

The Evaluation/Selection Team will conduct interviews as it may deem necessary to evaluate the Respondents. The City reserves the right to request or obtain additional information about any and all Responses.

The Evaluation/Selection Team shall identify and select the most qualified Respondent and it intends to enter into negotiations for an IGA Agreement. If the City and the most qualified Respondent are unable to negotiate a satisfactory contract at a price the City determines to be fair, competitive, and reasonable, the City shall negotiate an IGA Agreement with the next most qualified Respondent. Upon acceptance of a fully documented IGA Report, the City plans to enter into negotiations with the ESCO for an EMSA with a performance term up to ten (10) years.

Each section or subsection of the Response will be evaluated individually for completeness and to determine the most advantageous option for the City. Each section has been assigned a weight, which will be applied to the category criteria to determine a final score for that criterion.

Scoring will be summarized on a formal Evaluation Form based on the Evaluation Scoring Criteria and Matrix provided herein. The City may adjust the scores following interviews and such additional interviews as the City may deem necessary to evaluate the Respondents.

3. Minimum Required Items

Each of the items listed on the following table shall be marked (Y) if supplied and (N) if not supplied. RFP responses that do not contain all items enumerated in Minimum Required Items as set forth below, shall be disqualified prior to further qualification review at the discretion of the City.

Minimum Required Items (Y/N)

Criteria	Supplied
Minimum Required Items	Y/N
Proposal Completeness, Adherence to Format and City Form Submission	Y/N
Evidence of Bond Capability	Y/N
Form of Legal Entity	Y/N
Changes in Ownership	Y/N
Other Entity Names	Y/N
Parent Company	Y/N
Federal Tax Identification Number	Y/N
Financial Statements	Y/N
Form of Performance Guarantee	Y/N
Lawsuits and Disputes	Y/N

4. Key EMSP Criteria

Respondent’s submittal describes a firm:

- Whose anticipated EMSP team has an extensive record of highly successful performance contracting experience with facilities similar in type, size, and scope to the City’s facilities.
- With ample ability to properly staff such a team with the requisite skills and expertise throughout the term of the contract.
- Who has a history of, and can describe a rational for, using specific measurement and verification protocols (FEMP Option A, B, C, D) to track the performance of specific technologies and ECMs that demonstrates a reasonable balances between risk and cost that is most advantageous to the client.
- With a history of working smoothly with client staff to collect data necessary for successful completion of the EMSP with the least interruption to staff’s other responsibilities.
- With extensive experience in performing Investment Grade Audits including establishing energy and water use baselines and baseline adjustments, identifying opportunities, estimating performance of improvements, and proposing reasonable measurement and verification strategies.
- Committed to completing EMSPs while under a strong contractual incentive(s) to ensure that work is completed on time and to expected performance levels.
- With a past history of establishing working relationships between client and Respondent that leads to smooth, timely, and full completion of EMSPs including the investment grade audit, construction and performance phases.
- Whose protocols used for working with subcontractors and whose commissioning practices resulted in smooth, timely, and full completion of past EMSPs at fair and equitable levels of cost and risk to the client.

- With a level of experience and understanding of measurement and verification, including annual savings reconciliation and payment of shortfalls, that has demonstrably minimized risk and maximized return for past clients.
- With a history of developing a balance of contracted services versus training of client staff for ongoing service and maintenance work that minimized clients costs, maximized the use of resources already available to the client, and produced quality service and maintenance programs over the term of the contract.
- With a history of identifying creative opportunities to employ energy and water efficiency, renewable energy, and combined heat and power and/or district heating solutions to the client's advantage.
- With a history of working with clients to identify pricing structures that minimizes risk and maximizes return for the client.
- With a proven history of understanding client's goals and developing effective strategies to achieve them.

5. Evaluation Format

Each section or subsection of the Response will be evaluated individually for completeness and to determine the most advantageous option for the City. Each section has been assigned a weight, which will be applied to the category criteria to determine a final score for that criterion. Each proposal will be rated as highly advantageous, advantageous, non-advantageous, or unacceptable. Any proposal that receives an unacceptable rating for any of the criteria may be rejected. Scoring will be summarized on an evaluation form. The City may adjust the scores following interviews and any such additional interviews as the City may deem necessary to evaluate the Respondents.

Response Weighting:

RATING CATEGORY	WEIGHT
<p><i>Relevant Company Experience (10,000 foot view)</i> Company-wide Experience and Capability Local Experience and Capability Technical Approach and Capability Experience of Similar EMSPs Record of Satisfactory Performance Financial Soundness</p>	5%
<p><i>EMSP References</i> 5 Relevant Complete References Proven Success with Similar EMSPs in New Hampshire Proven Success with Similar EMSPs in New England Demonstration of Savings and EMSP Performance Proven Success in Meeting Client Goals</p>	10%
<p><i>Personnel Experience</i> Qualifications of Assigned Management Personnel Qualifications of Assigned Technical Personnel Qualifications of Assigned Construction/Site Personnel Qualifications of Assigned Commissioning Personnel Qualifications of M&V Staff</p>	25%
<p><i>EMSP Approach</i> Comprehensiveness of Overall Proposed Approach Comprehensiveness of Scoping Audit Technical and Engineering Approach Construction Management Approach Operations and Maintenance Approach Training Approach Commissioning Approach</p>	25%
<p><i>Measurement and Verification</i> Comprehensiveness of Overall Proposed M&V Approach Demonstration of Achieving Savings Guarantees Approach to M&V Reporting, Reconciliation and Shortfall Payment Approach to M&V Leads to Reasonable Balance of Risk and Cost</p>	20%
<p><i>Cost and Pricing</i> Cost of the IGA Approach to Pricing (Open/Closed/Hybrid) Competitiveness of Markups Margin Pancaking Approach to Rebates, Incentives and Grants</p>	15%

6. Final Decisions

The decision of the City regarding the selection of a qualified provider shall be final and, to the fullest extent allowed by law, shall not be subject to appeal except on the grounds of fraud or collusion.

V. Attachments

1. Insurance Requirements

**CITY OF CONCORD, NEW HAMPSHIRE
RFP32-10, COMPREHENSIVE ENERGY MANAGEMENT SERVICES
Insurance Requirements for All ESCOS**

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

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

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

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

Commercial Umbrella

May be substituted for higher limits required above	\$2,000,000 _____
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Professional/Errors & Omissions \$1,000,000 _____
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse Value of the Contract
 - Sublimit for Soft Cost Coverage
- 3. Installation Floater (Equipment) Value of the Contract

(X) **The City of Concord and Beacon Integrated Solutions must be named as Additional Insured**

2. Facility Information and Energy Consumption Data

Please refer to the MS Excel workbook entitled “City of Concord Property and Utility Data 10-0225” which includes two tabbed spreadsheets of data.

3. City Required Documents

The following forms must be completed and returned with Respondent's proposal in order to meet the minimum requirements of this solicitation. The forms are as follows:

- Alternative W-9 Form
- Indemnification Form
- No Proposal Questionnaire
- Specifications Exception Form

Alternate Form
W-9
(rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D =Disregard entity, C = Corporation, P = Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	
Exempt from backup withholding <input type="checkbox"/>	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
------------------	---------------------------------	--------------

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE
RFP32-10, COMPREHENSIVE ENERGY MANAGEMENT SERVICES
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT

The contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

DATE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

City of Concord, New Hampshire



Finance Department
Purchasing Division
COMBINED OPERATIONS & MAINTENANCE FACILITY
311 NORTH STATE STREET
CONCORD, NH 03301
PHONE: (603)225-8530, FAX: (603)230-3656
www.concordnh.gov

Reference: RFP32-10

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP32-10) for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.).

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc.). _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____



Company Name and Address: _____

Phone: _____
_____ () _____

(Signature)

(Typed/Printed Name & Title)

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

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

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

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

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

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

Signed: _____
I DO meet specifications

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

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