

RFP71-04

City of Concord, New Hampshire

Purchasing Division

ENERGY SAVINGS PERFORMANCE CONTRACTING

Prepared for, and in coordination with the

**FINANCE DEPARTMENT
GENERAL SERVICES DEPARTMENT
PUBLIC PROPERTIES DIVISION**

Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: JULY 23, 2004 NOT LATER THAN 2:00 PM
MANDATORY PRE-PROPOSAL MEETING: JULY 8, 2004 AT 10:00 AM**



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET
CONCORD, NH 03301
(603) 225-8530 FAX: (603)230-3656

REQUEST FOR PROPOSALS-NOTICE TO CONTRACTORS

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

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **no later than 2:00 PM on July 23, 2004** from interested firms, to be eligible for consideration by the CITY. Each statement shall be submitted to the **Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP71-04 ENERGY SAVINGS PERFORMANCE CONTRACTING"

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

A mandatory pre-proposal meeting shall be held on **July 8, 2004 at 10:00 AM** at the City of Concord Wastewater Treatment Facility, 125 Hall Street, Concord, NH 03301. ESCOs interested in submitting a proposal must attend as this pre-proposal meeting as this will be the only opportunity for ESCOs have a guided walk-through with CITY representatives.

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.

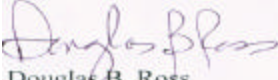
All statements received will be considered confidential and not available for public review until after an ESCO has been selected.

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

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

All proposals are advertised in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing.

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross
Purchasing Agent

Proposal Due Date/Time: **July 23, 2004 not later than 2:00 PM**

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

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

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

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

Unless otherwise stated in this RFP, the ESCO agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Agent (603-230-3656-Fax; dross@onconcord.com) no later than seven (7) calendar days before the Proposal submission date in order to be considered. Any changes to the RFP will be provided to all ESCOs of record in the form of an addendum and will be posted on the City of Concord website. Only questions or inquiries submitted in writing will be considered "official" inquiries. Any verbal communication or comments made by the CITY and/or any consultants hired by the CITY should be considered as guidance and not fact.

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

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

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

SUBMISSION OF PROPOSALS:

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

WITHDRAWAL OF PROPOSALS:

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

ESCOs INTERESTED IN MORE THAN ONE PROPOSAL:

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

RECEIPT AND OPENING OF PROPOSALS:

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

PROPOSAL RESULTS:

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

No Telephone Requests For Results Will Be Accepted Or Given.

TIE PROPOSALS:

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

LIMITATIONS:

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

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

AWARD OF CONTRACT:

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

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

The contract will be awarded to a responsive and responsible ESCO based on the qualifications and experience of the ESCO, the quality of the equipment, products and services to be provided, the ESCO's ability to provide ongoing technical support, the ESCO's timeframe for providing the equipment, products and services and the ESCO's pricing proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated as provided in Appendix D.** The ESCO selected will be the most qualified and not necessarily the ESCO with the lowest price.

The CITY reserves the right to waive any formality, informality, information or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the CITY; or to purchase on the open market if it is considered in the best interest of the CITY to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit

prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

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

CANCELLATION OF AWARD:

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

CONTRACT:

Any Contract between the CITY and the ESCO shall consist of (1) the RFP and any amendments thereto; (2) the ESCO's proposal in response to the RFP and (3) subsequent negotiations between the CITY and the ESCO. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the ESCO, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the ESCO's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The ESCO is cautioned that its proposal shall be subject to acceptance without further clarification.

REQUIREMENTS OF SURETY BONDS:

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

INSURANCE:

The successful ESCO shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the CITY, at the ESCO's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or ESCO's performance hereunder and shall furnish to the CITY certificates of such insurance and renewals thereof signed by the issuing company or agent upon the CITY's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the CITY.

The CITY's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the ESCO's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the CITY, the ESCO shall, or shall cause any carrier engaged by the ESCO, to insure all shipments of goods for full value.

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

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

WORKER'S COMPENSATION:

All ESCOs and subcontractors at every tier under the ESCO will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

EXECUTION OF AGREEMENT:

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

APPROVAL OF AGREEMENT:

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

FAILURE TO EXECUTE AGREEMENT:

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

DISQUALIFICATION:

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

DISAGREEMENTS AND DISPUTES:

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

TERMINATION OF CONTRACT FOR CAUSE:

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

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

TERMINATION ON CONTRACT FOR THE CONVENIENCE OF THE CITY:

The CITY may terminate any contract at any time by giving written notice to the ESCO of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

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

ASSIGNMENT PROVISION:

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

OWNERSHIP OF REPORTS:

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

INVOICING:

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

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

PAYMENT:

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

Any Cash Discount Shall Be Read To Mean City Payday, Cpd.

TAX:

The CITY is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

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

ASSIGNMENT OR SUB-CONTRACTING:

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

EXCLUSIVITY:

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

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel or other surcharges shall be allowed at any time. Pricing shall be provided in accordance with the Pricing Worksheet provided in this RFP and presented in Appendix C.

AUDIT:

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

GUARANTEES & WARRANTY:

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

FORCE MAJEURE:

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

NOTIFICATION:

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

SEVERABILITY:

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

PROVISION REQUIRED BY LAW DEEM INSERTED:

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not

correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

ESCOs shall also mean proposers, vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

Failure To Acknowledge This Proposal May Result In Withdrawal From The Proposal List For This Commodity Or Service.

Failure To Comply With These Requirements Could Result In The Cancellation Of An Order Or Contract.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSALS

RFP71-04

ENERGY SAVINGS PERFORMANCE CONTRACTING SERVICES

CITY OF CONCORD, NEW HAMPSHIRE

1. GENERAL

The City of Concord, New Hampshire (hereinafter referred to as the CITY) is seeking to services of an Energy Services Company (hereinafter referred to as ESCO) to provide energy savings performance contracting services (hereinafter referred to as ESPC) on CITY owned or operated facilities (hereinafter referred to as FACILITIES). See Paragraph 7, SCOPE OF SERVICES REQUESTED.

Interested firms should respond to this request by submitting a Proposal on or before the time due for submission. See Paragraph 8, PROPOSAL PREPARATION.

Emphasis in selecting an ESCO shall be placed on the ESCO'S experience in project similar to that which the CITY anticipates undertaking and the cost proposal to perform those services.

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

2. PROPOSAL SUBMISSION

In order to be considered responsive, **one (1) original and six (6) copies** of the proposal must be submitted to Mr. Douglas Ross, Purchasing Agent, Finance Department, City Hall, 41 Green Street, Concord, NH 03301.

Proposal must be received **no later than 2:00 PM on July 23, 2004** to be eligible for consideration by the CITY. Each statement shall be submitted in a sealed envelope that is clearly marked as follows:

RFP71-04

Proposal for Energy Savings Performance Contracting Services

3. CONSIDERATION OF PROPOSALS

Proposals will be reviewed as soon as possible after the advertised opening date, followed by interviews and selection of an ESCO. It is anticipated that interviews will be held on July 29, 2004 and ESCOs will be notified by July 27, 2004 of such interviews. The CITY further anticipates selecting an ESCO by August 20, 2004.

4. TECHNICAL/FINANCIAL EVALUATION

The CITY has retained an energy consultant to assist in the development and management of this solicitation. At the CITY'S discretion, it may obtain technical, financial or management assistance from the energy consultant in the review of submitted proposals. As part of the Proposal, ESCOs must fully cooperate with the personnel of any energy consultant retained by the CITY.

5. PROGRAM BACKGROUND

The CITY of Concord is the third largest city in New Hampshire with a population of approximately 41,000. The CITY seeks to hire a qualified ESCO to develop and implement an Energy Savings Performance Contract throughout the CITY for its major existing facilities. Recently, the CITY hired an energy consultant to:

- a. Identify and review all relevant energy data
- b. Prepare a Request for Proposals and evaluate ESCO responses for program comprehensiveness, and to define the best economic proposal
- c. Prepare a recommendation for ESCO selection
- d. Assist in the negotiation and development of an ESPC

The energy consultant, in collaboration with the CITY, has developed comprehensive project-related information that will facilitate response to this RFP. Such information is discussed in Paragraph 6 below.

6. AVAILABLE PROJECT RELATED INFORMATION

The CITY and its energy consultant have collected and prepared end-use data for energy sources used by the CITY FACILITIES including electricity, purchased steam, natural gas, fuel oil and propane. FACILITY-specific data has also been collected. A summary of this data is available and provided in:

- a. Appendix A-1 – Master Property Listing
- b. Appendix A-2 – Facility Energy Summary
- c. Appendix B – Estimated Project Savings and Investment Matrix.

ESCOs should reference these data sources when preparing their response.

7. SCOPE OF SERVICES REQUESTED

The selected ESCO will provide the following services as defined in the Tasks below:

Task 1: Conduct a comprehensive Investment Grade, Detailed Energy Audit (DEA) that optimizes the available energy savings from CITY FACILITIES. Such DEA shall include, at a minimum, all FACILITIES listed in Appendix A-1 that have an (X) indication. ESCOs are directed to focus on the (X) indicated FACILITIES, but are not limited to including only those FACILITIES;

Task 2: Develop a financing program that takes advantage of tax-exempt resources. While the CITY anticipates utilizing bond resources, it will consider alternative financing options presented by the ESCO;

Task 3: Identify and quantify all available rebates and incentive programs offered by area utilities;

Task 4: Implement an approved ESPC; and

Task 5: Perform measurement and verification as approved in the ESPC agreement.

8. PROPOSAL PREPARATION

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

PART A: ORGANIZATIONAL INFORMATION

ESCOS shall indicate:

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

Table B: ESCO ESPC Technology Experience

TECHNOLOGY	PROJECT 1 (Insert project information)	PROJECT 2 (Insert project information)	PROJECT 3 (Insert project information)	PROJECT 4 (Insert project information)	PROJECT 5 (Insert project information)
Primary Heating					
Fuel Conversion (Electric – fossil fuel)					
Burner Replacement					
Boiler Replacement					
Hydronic Heating Replacement					
Reconfigure Pumping Systems/VSD					
Hydronic/Steam System Controls					
Steam Traps					
Installation/Expansion of EMS					
Domestic Hot Water					
Water Conservation					
Installation of Domestic HW Systems					
Installation of Summer Boilers					
Building Air Conditioning & Ventilation					
Ventilation Control/VSD on Air Side					
Installation/Expansion of EMS					
Laboratory Fumehood Replacement					
Chilled Water Plants					
Chiller Replacement with High Eff. Unit					
Cooling Tower Replacement					
Replacement of DX Equipment					
Reconfigure Pumping Systems/VSD					
Alternate Energy					
Consolidation of Elec. Service & Metering					
Other					
Indoor Air Quality					
Cogeneration					
Fuel Cells					
Renewables					
Heat Recovery					
Lighting System Design					

ESCOS shall:

5. Provide an organizational chart indicating key managerial, professional and technical personnel. Identify principals, partners and other key officers, managers, and professional and technical employees involved in or responsible for providing design and construction services, and the respective roles and responsibilities for each. Provide resumes for staff that will be contractually committed to perform the services for this contract. Please provide a matrix of other employees that are available to the CITY in support of this project.
6. Indicate current and projected work assignments of key personnel identified in response to item 5 above, and for each key personnel, identify permanent office location, location of each individual's current work assignment by city and state, and a brief description of the work assignment, including its approximate dollar value, current percentage of completion and expected completion date.
7. Submit the name of and qualification information for the entity which shall perform Professional Services and shall be known as the Engineer of Record, as described below. Such Engineer of Record shall:
 - a. Be a legal entity, corporation, professional corporation or partnership authorized and licensed to do business and perform engineering services in the State of New Hampshire, pursuant to the laws of the State of New Hampshire.
8. Name all subcontractors that will be used for services at the site. If your organization utilizes full-service specialty firms, such as water conservation or lighting specialists that provide auditing and implementation expertise, please indicate how your organization will integrate these subcontractors in the ESPC program and avoid margin pan-caking. Specifically, please indicate how your organization will avoid double mark ups on labor and materials.

PART B: FINANCIAL INFORMATION

1. Provide copies of your organization's most recent annual report and if your firm is a public organization please include a copy of your organization's most recent 10-K. Indicate your organization's Federal Employer Identification Number (for tax purposes), Dun and Bradstreet Number, if any, and the name, address and telephone number of any other credit service to which your organization has furnished credit information within the past three years.
2. Provide certified financial statements for your organization for the three year period immediately preceding January 1, 2004 including a balance sheet showing net worth of the organization as of a date not earlier than 45 days prior to the submission of this RFP, or, in lieu thereof, a balance sheet showing net worth of the organization as of a date not earlier than the end of the preceding fiscal year of the organization, together with a statement signed by a duly authorized representative of the organization that the present financial condition of the organization is at least as good as that shown on the balance sheet submitted. The balance sheet or statement shall also note the name and address of your organization's bank or banks.

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

PART C: TECHNICAL AND SITE-SPECIFIC INFORMATION

1. Provide an example of a comprehensive DEA developed by your organization for a project where the specific project team completed similar work as contemplated for this project. A bound copy of a sample DEA must be provided as an attachment.
2. Provide a listing of technical personnel in your organization's local office that will be dedicated to the CITY with demonstrated construction management expertise. In each case, please provide reference projects to illustrate their professional experience.
 - a. Describe staff experience in the construction management of energy related projects, including large-scale ESPC, distributed generation, cogeneration, heating and chilled water plants. Provide staff references to the specific projects listed in Part A above
 - b. Describe full-time staffing with specialization in mechanical and engineering disciplines, instrumentation and controls specialization, and in startup and commissioning of energy consuming equipment of the type described in the Estimated Project Savings and Investment Matrix presented in Appendix B.
3. Provide a detailed overview describing the organization's assessment of the opportunities that exist in the CITY FACILITIES. Such overview shall be limited to no greater than five (5) pages. ESCOS shall also provide a detailed assessment of two (2) sample buildings that will be included in the DEA that will be representative of the level of technical depth that the ESCO will conduct at all CITY FACILITIES.

The required sample buildings are the Combined Operations and Maintenance Facility (COMF) Administration and Operations Buildings located at 311 North State Street, Concord, NH. ESCOs are reminded that the walk-through assessment conducted by the energy consultant highlighted key investment opportunities. ESCOs must consider all identified Energy Conservation Measures (ECM), and are not limited to only those ECMs indicated in the Estimated Project Savings and Investment Matrix presented in Appendix B.

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

PART D: CONTRACT PRICING INFORMATION

1. Indicate your organization's project mark up and cost elements for a typical project. ESCOs are required to complete the spreadsheet provided in Appendix C – Pricing Matrix to fully respond to this requirement. Partial submissions will be considered non-responsive.

2. Please provide a firm fixed price (if any), along with a full description of scope and schedule to provide the DEA. It is anticipated that the DEA will include, at minimum, all of the buildings indicated with an (X) on the Master Property Listing provided in Appendix A.

PART E: SIGNATURE

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

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective ESCO must submit the following documents, in **one (1) original and six (6) identical copies** as part of its proposal:

1. Proposal Statement (See Instructions to Proposers, Paragraph 8, Proposal Preparation, Parts A-E inclusive.
2. Specifications Exception Form
3. Business and Taxpayer Identification Information Form
4. City of Concord Indemnification Agreement

The successful ESCO must submit, prior to contract signing for the Investment Grade, Detailed Energy Audit:

1. **Its certificate(s) of insurance, meeting the minimum required levels of coverage that name the CITY as additional insured.**

The successful ESCO must submit, prior to contract signing for the ESPC-construction project:

2. **100% Payment Bond**
3. **100% Performance Bond**

**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 solicitation documents.

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.

CITY OF CONCORD, NEW HAMPSHIRE

BUSINESS AND TAXPAYER IDENTIFICATION INFORMATION (T I N)

1. THIS BUSINESS IS A: (Please check one)

- Individual
- Sole Proprietorship
- Partnership
- Non-Profit Entity
- Corporation
- Other, Please Describe: _____

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

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

OR

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

LEGALLY ISSUED IN THE NAME OF: _____

DOING BUSINESS AS (D/B/A): _____

ADDRESS: _____

CITY/TOWN, STATE, ZIP: _____

NOTE:

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

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

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

CITY OF CONCORD, NEW HAMPSHIRE

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

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

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

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

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

CITY OF CONCORD, NEW HAMPSHIRE
RFP XX-04, ENERGY SAVINGS PERFORMANCE CONTRACTING
Insurance Requirements for All ESCOS

<i>Additional Coverage is Required if Checked</i>	<i>Minimum Limits Required</i>
<u>Commercial General Liability</u>	
General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	
Additional Coverage to Include	
<input type="checkbox"/> Owners & Contractors' Protective – Limit	\$ _____
<input type="checkbox"/> Underground/Explosion and Collapse	
<u>Commercial Automobile Liability</u>	
Combined Single Limit	\$1,000,000
	Other \$ _____
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	
Additional Coverage to include:	
<input type="checkbox"/> Garage Liability	\$ _____
<input type="checkbox"/> Garage Keepers Legal Liability	\$ _____
<u>Workers Compensation</u>	
NH Statutory including Employers Liability	
- Each Accident/Disease/Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
Other	\$ _____
<u>Commercial Umbrella</u>	
May be substituted for higher limits required above	\$2,000,000 _____
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	
<u>Other</u>	
<input checked="" type="checkbox"/> 1. Professional/Errors & Omissions	\$1,000,000 _____
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	\$ _____
Sublimit for Soft Cost Coverage	\$ _____
<input type="checkbox"/> 3. Installation Floater (Equipment)	\$ _____
<input type="checkbox"/> 4. Riggers Liability	\$ _____
<input type="checkbox"/> 5. Environmental – Pollution Liability	\$ _____
<input type="checkbox"/> 6. Aviation Liability	\$ _____
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	\$ _____
(X) <u>The City of Concord must be named as Additional Insured</u>	

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET
Concord, NH 03301
(603)225-8530 FAX(603)230-3656

Reference: RFP71-04

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 Notice to Proposers for RFP71-04 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)

APPENDIX A-1

Please refer to www.onconcord.com/Purchasing for an electronic copy of:

1. Master Property Listing

APPENDIX A-2

Please refer to www.onconcord.com/Purchasing for an electronic copy of:

1. Facility Energy Summary

APPENDIX B

Please refer to www.onconcord.com/Purchasing for an electronic copy of:

1. Estimated Project Savings and Investment Matrix

APPENDIX C

Please refer to **www.onconcord.com/Purchasing** for an electronic copy of:

1. Pricing Matrix

APPENDIX D

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

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