

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

**ADDENDUM #6 TO RFP NO. 2013-157**

\*DATE OF BID OPENING: **4/12/2013**                      TIME OF BID OPENING: 12:00 NOON  
\*Please note change in date and time for bid opening.

FOR: **Performance Contract for Buildings on Hazen Drive, State Office Park East**

\*\*Notice – Site plans are now available online. A password can be obtained by signing and submitting the non-disclosure agreement available in Addendum #1.\*\*

CLARIFY THE FOLLOWING INFORMATION:

- Please note the change in date for the bid opening.
- The State is removing the maintenance component from the total cost of the project and from the payback calculations. The State is still requesting that bidders submit maintenance proposals (and costs) along with their submittals on Form E-3. The State will negotiate with the winning bidder to determine the best way to perform and pay for operations and maintenance. The State is clarifying this in the RFP and in all contract documents as listed below.
- Page 8, Section 1.6 Scope of Work - Please note the following clarification:  
*Provide operations, maintenance, repairs, and training for contractor-installed equipment, or state-owned equipment that has been modified, for the term of the agreement. At a minimum, training is required at or just prior to acceptance and just prior to the end of the contract term. The Contractor, at its sole expense, shall be responsible for periodic inspections, tests, adjustments, and ~~repairs~~ **measurement and verification** required to sustain and/or restore energy systems to as-designed performance and performance requirements of the contract. The Contractor shall provide operations and maintenance training and manuals for the State facility staff.*
- Page 16, Section 2.1.4 Proposal Format – Please note the following addition:  
E. Financial Approach and Guarantees  
E.1 Pricing Approach

- Cost for Detailed Feasibility Study (Form E-1)
  - Proposed Measure Costs (Form E-2)
  - **Proposed Annual Service Agreement (Form E-3)**
  - Responses to Pricing Approach Questions
- Page 29, Section 3.2.4 Technical Approach (20%) – Please note the following addition:

Operation and Maintenance

- **Overall cost (detailed in Form E-3) of proposed Annual Service Agreement**
- Page 49, Section 1. Definitions – Please note the following change:

Total Project Cost. All costs associated with the development and implementation of an energy performance contract, which may include, but are not limited to: the comprehensive energy audit; FFECM design; procurement and installation; financing fees; construction contract bonds; interest charges; training of facility staff; measurement and verification; ~~equipment operation and maintenance~~; project management; the energy performance guarantee and contractor overhead and profit.

- Page 50, Section 3; Delete the first paragraph in its entirety and replace it with the following:

**Contractor shall certify in writing that Contractor has a plan to coordinate all activities involving handling, transport, and disposal of any waste including hazardous materials that result directly from the installation of Measures (i.e. bulbs, ballasts) under this Agreement.**

- Page 59, General Terms and Conditions; Section 14 Insurance, 14.3 - Delete this section in its entirety and replace it with the following:

**14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate (s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, Vendor shall provide the State at least thirty (30) days prior written notice of the cancellation, non-renewal (without replacement) or**

**material reduction of coverage or limits of any policy of insurance referred to herein.**

- Appendix E. Agreement for Guaranteed Energy Savings – Please note the following change:

Total Project Cost. All costs associated with the development and implementation of an Energy Performance Contract, including but not limited to: Detailed Feasibility Study; FFECM design, procurement and installation; construction contract bonds; interest charges; training of facility staff; Measurement and Verification; ~~maintenance and service~~; project management; and contractor overhead and profit.

- Appendix E. Agreement for Guaranteed Energy Savings - clarification

Paragraph 2 Project Financing and Contract Bond; Contract Bond, a 100% Performance and Payment Bond is also acceptable

- Appendix E. Agreement for Guaranteed Energy Savings - please add the following:

Section 2.2:

**Any contract bond or payment and performance bond associated with the contract guarantee shall guarantee Phase 1 or the actual successful completion and complete acceptance of all Fossil Fuel Energy Conservation Measures and shall remain in effect until Project Acceptance Date. The Contract and or Payment and Performance Bonds shall not be construed to guarantee the performance of: 1) Any fossil fuel energy conservation measure savings or guarantees, or 2) any support or maintenance agreement.**

- Appendix E. Agreement for Guaranteed Energy Savings - Paragraph 7.7 Replace Paragraph 7.7 in its entirety and replace it with the following:

**7.7 Upon Project Acceptance by the State, and after payment to Contractor, All right, title and interest in and to all improvements and equipment constructed or installed on the premises and additions, shall vest exclusively in the State at no additional cost, free and clear of all and any liens and encumbrances created or caused by the Contractor.**

- Appendix E. Agreement for Guaranteed Energy Savings – Please note the following change:

8. Operations, Maintenance, Repairs, and Training

8.1 The Contractor's and State's responsibilities for operation, maintenance, and repair of all installed FFECMs are described in Exhibit 4. **The Contractor is**

**responsible for Maintenance** includes, all work and costs associated with periodic inspections, tests, calibrations, and adjustments required to sustain and/or restore energy system operational status to as-designed performance and performance requirements of this agreement. **Maintenance includes all labor, material, equipment, and services required and performed on a periodic basis to maintain proper functionality of equipment.** Repair includes all labor, material, equipment, and services required to replace, rebuild, or restore to as-designed performance systems and equipment that have failed, are in danger of failing, or are inadequate...

- Appendix E. Agreement for Guaranteed Energy Savings – Paragraph 9.2(b) Measure and Verification Plan; Replace Paragraph 9.2, 9(b) and replace it with the following:

**b) If upon testing, any measurement equipment is found to be inaccurate by more than the agreed upon level of accuracy as specified in the M&V Plan, then previous recordings of or by such equipment shall be considered inaccurate and will be corrected to an agreed upon level of accuracy as specified in the M&V plan. If the period of inaccuracy cannot be accurately determined as a basis for adjustment, then retroactive billing adjustments for errors shall be made for a period equal to one-half of the time elapsed since the previous test, but in no event more than six months. Contractor shall promptly adjust such equipment to record correctly.**

- Appendix E. Agreement for Guaranteed Energy Savings - Paragraph 9.7 Replace Paragraph 9.7 in its entirety and replace it with the following:

**9.7 Within 30 days from receipt of the utility bills from the State directly following each anniversary of the Final Project Completion and Acceptance Date, the Contractor shall submit an Annual Reconciliation of Energy Cost Savings by calculating the Adjusted Energy Cost Savings achieved at the Facility during the period being reconciled. The calculation for reconciliation shall incorporate all adjustments in Energy Cost Savings as provided for in Exhibit 5. The Annual Reconciliation of Energy cost savings shall include a comparison of current period costs to the unadjusted costs of the same month in the base year and each year proceeding the current year of the Agreement. There shall be no allowance or carryover of previous year energy savings in excess of the Contractor's Energy Savings Guarantee.**

- Appendix E. Agreement for Guaranteed Energy Savings - Paragraph 13. Environmental Compliance; Section 13.2, Delete 13.2 in its entirety and replace it with the following:

**13.2 As part of the Study Report submitted to the State by the Contractor, Contractor has certified in writing that Contractor has a plan to coordinate all activities involving handling, transport and disposal of any waste including Hazardous Materials that result directly from the installation of FFECMs (i.e. ballast, bulbs) under this Agreement.**

- Exhibit C, Additional Provisions - Section 8 Event of Default, Section 8.3.2, Delete Section 8.3.2 in its entirety and replace it with the following:

**8.3.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement until the Contractor has cured the Event of Default.**

- Exhibit C, Additional Provisions - Section 8 Event of Default, Section 8.3.6 Liquidated Damages, Delete Section 8.3.6 in its entirety and replace it with the following:

**8.3.6 Liquidated Damages. The Contractor and the State recognize that the State will suffer damages in the event the Contractor fails to complete the project in accordance with the project schedule submitted by the Contractor and attached to the Agreement as Exhibit 6. However it is difficult to determine the actual damages that will result. Therefore, the Contractor and the State agree that if Fossil Fuel Energy Conservation Measure Acceptance has not occurred within thirty days of the date scheduled for the respective Fossil Fuel Energy Conservation Measure Acceptance, as shown in Exhibit 6, then the Contractor shall pay the State, as liquidated damages and not as a penalty, an amount equal to one twelfth of the guaranteed annual energy cost savings for each 30 days that the respective Fossil Fuel Energy Conservation Measure Acceptance has not occurred after the scheduled Fossil Fuel Energy Conservation Measure Acceptance date. Payments for liquidated damages are due within 30 days following each 30 day time period for which the respective Fossil Fuel Energy Conservation Measure Acceptance has exceeded the scheduled Fossil Fuel Energy Conservation Measure Acceptance Date.**

- IT Information – Computer counts by building:

Morton (7 Hazen) = 705  
DMV (23 Hazen) = 236  
27/29 Hazen (DES, DHHS, and DoIT) = 1112  
Safety (33 Hazen) = 551

- Attached Revised Form E-2 Summary of Proposed Energy Efficiency Measures
- Attached New Form E-3 Proposed Annual Service Agreement

BID CONTACT: Karen Rantamaki  
TEL. NO.: 603/271-2698

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE

PREVIOUSLY SUBMITTED BID.

BIDDER \_\_\_\_\_ ADDRESS \_\_\_\_\_

BY \_\_\_\_\_  
(this document must be signed)

\_\_\_\_\_ TEL. NO. \_\_\_\_\_  
(please type or print name)