

RFP 14-26

City of Concord, New Hampshire

Purchasing Department

**BUILDING SYSTEMS COMMISSIONING SERVICES
POLICE DEPARTMENT CONSTRUCTION AND RENOVATION PROJECT**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
PUBLIC PROPERTIES DIVISION
and
COMMUNITY DEVELOPMENT DEPARTMENT**

Proposal Documents
Specifications
Contract Documents

PROPOSAL DUE DATE/TIME: MARCH 18, 2026 NOT LATER THAN 2:00 PM

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City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

603-230-3664 FAX: 603-230-3656

www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The Purchasing Division, located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, will receive sealed proposals for “RFP 14-26, Building Systems Commissioning Services” until 2:00 PM on March 18, 2026. The sealed envelope shall be plainly marked:

“RFP 14-26, Building Systems Commissioning Services”

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

The RFP documents may be downloaded directly from the City’s website at www.concordnh.gov/purchasing

There will be a non-mandatory, Pre-proposal Conference held virtually via Zoom on March 11, 2026 at 11:00 am.

Join Zoom Meeting

<https://us02web.zoom.us/j/5056501305?omn=89870228235>

Meeting ID: 505 650 1305

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

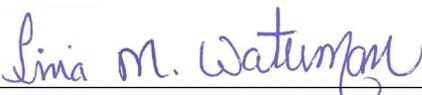
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest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

Failure to submit all information as detailed on the Proposal Submission Checklist on and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

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	311 North State Street, Concord NH 033301	603.230-3664 603.230.3656(fax)	twaterman@concordnh.gov www.concordnh.gov/purchasing
Associated General Commissioning Agent (CxAs)	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org www.agcnh.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
Dodge Data & Analytics	Bid House	300 American Metro Blvd, Suite 185, Hamilton, NJ 08619	607.898.2053	dodge.bidding@construction.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)	ENR.products@bnpmedia.com www.enr.com

APPROVED:


Tina M. Waterman, Purchasing Manager

Date: March 5, 2026

Bid Due Date/Time: March 18, 2026 not later than 2:00 PM

I. Statement of Work

INSTRUCTIONS TO PROPOSERS

Project Name: RFP 14-26, Building Systems Commissioning Services

INTRODUCTION:

The City of Concord, New Hampshire seeks qualified, independent Building Systems Commissioning (Cx) Services for the construction and renovation of a new Police Department Headquarters (New PD).

The project will combine renovation and new construction at 4 Bouton Street. The existing four-story, 38,778 SF structure (built in 1958 and acquired in 2024) is being fully gutted to structural concrete. A new two-story, 31,497 SF slab-on-grade addition will be constructed adjacent to the renovated structure. The completed facility will function as a unified building and meet stringent public safety resiliency standards.

Bonding authority of \$40 million was approved in December 2025. Demolition has begun. Construction is scheduled to begin Spring 2026, with completion in November 2027.

The project team includes:

- Architect: Harriman AE
- Construction Manager: Milestone Construction
- City Technical Staff
- Additional consultants: Building Management Systems (Elliot Controls/Automated Logic), Surveying, Geotechnical, Traffic, and Industrial Hygiene

Detailed design documents are Law Enforcement Sensitive and will not be distributed without City authorization.

SCOPE OF SERVICES:

The Commissioning Agent (CxA) shall provide comprehensive commissioning services during the construction and acceptance phases. The CxA will work collaboratively with the Architect, Construction Manager, and City to ensure systems are installed, tested, and operating in accordance with the design intent and contract documents.

Commissioned systems are included in building contract specifications, but are not limited to:

- Building Envelope
- Emergency Electrical Power, Lighting, and Distribution
- Mechanical Systems and Building Management Systems (BMS)
- Lighting Controls
- Domestic Hot Water Systems
- Security Systems

The CxA shall verify installation compliance with contract documents (including amendments and change orders) and confirm proper functional performance.

Specific commissioning steps are outlined in Appendix A.

SCHEDULE:

RFP Issued	March 5, 2026
Non-Mandatory Pre-proposal Conference	March 11, 2026
Proposals Due	March 18, 2026
CxA Interviews	Week of March 30, 2026
Selection of CxA	On or about April 6, 2026
Contract Signing	On or about April 16, 2026
Construction Phase	March 1, 2026 through October 1, 2027
Building Envelope Commissioning	On or about January 1, 2027
Acceptance and Warranty Phase	October 1, 2027 through September 30, 2028
Project Completion	November 1, 2028

COMMISSIONING PHASES:

A. Construction Phase

- Meet with City stakeholders to confirm project goals and operational expectations.
- Review existing HVAC controls and integration requirements.
- Conduct commissioning-focused reviews of construction documents.
- Confirm maintainability, performance, and clarity of commissioning requirements.
- Develop and maintain a Commissioning Plan identifying systems, roles, schedule, and deliverables.
- Conduct a commissioning kickoff meeting.
- Review contractor submittals and shop drawings for commissioned systems.
- Perform periodic site observations and issue commissioning reports. Ensure work is being installed in accordance with building contract documents.
- Verify completion of pre-functional checklists (PFCs) and equipment startup.
- Review Testing, Adjusting, and Balancing (TAB) reports. Witness duct leakage and other construction testing.
- Develop and oversee Functional Performance Testing (FPT).
- Maintain a Commissioning Issues Log and coordinate resolution of deficiencies.
- Review Operations & Maintenance (O&M) manuals for completeness and accuracy.
- Participate in facility staff training and review training materials.
- Complete and submit a Final Commissioning Report.

B. Acceptance & Warranty Phase

- Conduct functional performance testing under real, seasonal, operating conditions.

- Verify system operation across normal, part-load, full-load, and emergency modes.
- Participate in post-occupancy verification.
- Conduct a 9-month warranty review and assist in resolution of deficiencies.

C. Building Envelope Commissioning

- Conduct pre-installation conference.
- Perform construction observation of air barriers, insulation, roofing, waterproofing, and fenestration.
- Conduct infrared (IR) thermal scanning.
- Perform air and water infiltration review as applicable.
- Document findings and coordinate corrective action.

PROPOSAL REQUIREMENTS:

Proposal Statements shall include a table of contents outlining the following sections:

1. Understanding of Work

Description of the firm’s understanding of project scope, system integration, sustainability, energy efficiency, and compliance with applicable codes.

City responsibilities include providing system access, scheduling personnel participation, coordinating work in occupied areas, and advising on occupancy changes.

2. Firm Profile

- Office location
- Services provided
- Relevant municipal government commissioning experience

3. Experience & Expertise

- Building systems integration (renovation and new construction)
- TAB familiarity
- Life safety and code knowledge
- Commissioning for Performance (CxP) proficiency

4. Staff Qualifications

Resumes and certifications (LEED, ASHRAE, etc.) of assigned personnel.

5. Approach

Commissioning methodology, communication protocols, documentation process, and post-occupancy support strategy.

6. Past Projects

Municipal commissioning projects completed within the past five years, including scope and value.

7. References

Contact information for similar municipal clients.

8. Litigation History

Disclosure of past, current, or pending litigation with owners or regulatory agencies.

9. Fee Proposal

- Not-to-exceed fee broken down by phase:
 - Construction
 - Acceptance/Post-Acceptance
- Breakdown of labor, testing, reimbursables, and travel. Include number of anticipated site visits.
- Proposed mechanism for scope change adjustments.

All pricing shall include related expenses and be guaranteed for ninety (90) days.

If the firm participates in municipal consortium agreements, established minimum pricing shall apply.

The City will contract and pay the CxA directly.

PLEASE NOTE: IF YOUR PROPOSAL EXCEEDS \$125,000 YOU WILL NEED TO PROVIDE PERFORMANCE AND PAYMENT BONDS FOR 100% OF THE CONTRACT VALUE AT THE TIME OF CONTRACT EXECUTION

EVALUATION CRITERIA:

Proposals will be evaluated based on:

- | | |
|---|----------|
| • Understanding of commissioning requirements | 150 pts. |
| • Relevant municipal government experience | 100 pts. |
| • Staff qualifications | 100 pts. |
| • Quality and completeness of proposal | 75 pts. |
| • Cost | 100 pts. |
| • Interview/presentation (if requested) | 125 pts. |

Upon completion of the review of all proposals, the City may desire to hold interviews with one or more CxA's.

EXPLANATION TO PROPOSERS:

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing with sufficient allowance of time for receipt of reply before the time of the bid opening, i.e. at least **seven (7) calendar days**. Any such explanations or interpretations shall be made in the form of an addendum to the documents and shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be addressed to:

Tina Waterman, Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
(603) 230-3664
(603) 230-3656 (Fax)
twaterman@concordnh.gov

PROPOSERS UNDERSTANDING:

The City of Concord shall make available to all prospective proposers, previous to the receipt of proposals, information that it may have as to the extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Commissioning Agent (CxA) might draw there from.

INSPECTION FEES:

The Commissioning Agent (CxA) shall not be assessed fees for layout or inspection of work by City of Concord personnel, when such layout and/or inspection is required as part of the Specifications for the project. If, however, additional layout and/or re-establishment of bench marks, etc. is required due to negligence or failure of the Commissioning Agent (CxA) to conform to the Specifications and Standards, then charges shall be made to him, and shall not be reimbursable by the City. The Commissioning Agent (CxA) may be assessed the additional expense for inspection work during overtime or weekend hours should these hours be solely at the convenience of the Commissioning Agent (CxA).

INTEREST OF THE COMMISSIONING AGENT (CXA):

The Commissioning Agent (CxA) hereby covenants that he has at the time of execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to this Agreement. The Commissioning Agent (CxA) further covenants that in the performance of this work, no person having any such interest shall be employed.

EXTRAS:

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the City.

OPPORTUNITIES FOR RESIDENTS:

The Commissioning Agent (CxA) covenants and agrees that in the work to be performed under this Contract, the Commissioning Agent (CxA) will take affirmative action to ensure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

The City may request, in which case the Commissioning Agent (CxA) shall provide, such information as the Owner shall determine is necessary to ascertain the Commissioning Agent (CxA)'s conformance with the provisions of this section.

EXTRA WORK:

The Commissioning Agent (CxA) shall do any work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the City. The amount of compensation to be paid to the Commissioning Agent (CxA) for extra work as so ordered, shall be determined by the City to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the City and the Commissioning Agent (CxA); or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Commissioning Agent (CxA) as approved by the City of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically ordered as such by the City in writing.

In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the City, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent -10%) will be paid to the Commissioning Agent (CxA) for his work in directing the operations of the subcontractor and for any overhead involved.

QUALIFICATIONS:

The City of Concord may make such investigations as it deems necessary to determine the ability of the Commissioning Agent (CxA) to perform the work, and the Commissioning Agent (CxA) shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such Commissioning Agent (CxA) is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

PROJECT MANAGERS TO DECIDE:

The Project Managers (“PMs”) or one of their designees, shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Commissioning Agent (CxA) and as to defects in the Commissioning Agent (CxA)’s work. The order, progress and services provided shall at all times be satisfactory to the PM’s or their designees. The Commissioning Agent (CxA) shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

GENERAL PROVISIONS:

Whenever the Commissioning Agent (CxA) is not present on any part of the work where it may be desired to give directions, orders may be given by the PM, or their designee, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

INVOICES:

On not later than the last day of every month, the Commissioning Agent (CxA) shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

ALL WORK TO BE INSPECTED:

Proper notice shall be given the PM's, or their designee, by the Commissioning Agent (CxA) of the times and places he intends to do work. All work is subject to inspection by the PM, or their designee. Any work which is done contrary to the direction of the PM, or their designee, shall be considered unauthorized. If such unauthorized work is not accepted by the PM, or their designee, the Commissioning Agent (CxA) shall agree to remove and replace such unauthorized work at his own expense to the satisfaction of the PM, or their designee, when directed to do so.

ACT OR FAILURE TO ACT ON PART OF THE PM DOES NOT REDUCE LIABILITY OF COMMISSIONING AGENT (CXA):

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the PM, or their designee; or any questions as to the adequacy of the notice by the PM, or their designee, or of his acts or those of the City as provided in those sections shall not in any way relieve the Commissioning Agent (CxA) from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Commissioning Agent (CxA) is obligated to perform or assume.

OSHA REGULATIONS:

The Commissioning Agent (CxA) shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The General Services Department Director, or his designee, shall require strict adherence to all safety rules and regulations. The Federal Register Number for Commissioning Agent (CxA) reference is Vol. 37, Part 262.

TIME OF COMPLETION:

The successful Commissioning Agent (CxA) agrees to commence work within a set amount of time after the written Notice to Proceed.

TERMS AND CONDITIONS:

The City of Concord's General Terms and Conditions in their entirety can be found at <https://concordnh.gov/DocumentCenter/View/15424/RFP-General-Terms-and-Conditions?bidId=>

All Respondents are required to review the full terms and conditions prior to submitting a proposal in response to this RFP.

Unless any exceptions to the City's General Terms and Conditions are expressly stated on the enclosed Specifications Exception Form, the Respondent accepts and agrees to be bound by the City's General Terms and Conditions as written.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each Proposer must submit the following documents, in **two (2) hardcopies, and one (1) electronic copy on a thumb/flash drive** as part of their bid:

1. Proposal Statement (See Proposal Requirements)
2. Price Proposal
3. Specifications Exception Form
4. Form W-9
5. City of Concord Indemnification Agreement
6. Acknowledgement of the City's Insurance Requirements

The successful Commissioning Agent (CxA) must submit, prior to contract signing, the following documentation:

1. Insurance Certificate that meets the minimum requirements for types and levels of coverage and names the City of Concord, NH as additional insured, on a primary and non-contributory basis, with respect to general and automobile liability.
2. Surety bonds if the contract value exceeds \$125,000

II. City Required Forms

PRICE PROPOSAL

Project Name: “RFP 14-26, Building Systems Commissioning Services”

Description of Work to be Performed: Refer to all CONTRACT DOCUMENTS

SEND TO: Tina M. Waterman
Purchasing Manager
City of Concord
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301

In compliance with your Request for Proposals dated _____ for the above captioned project, the undersigned hereby proposes to furnish all labor, equipment and materials and perform all work for said project for the Not-To-Exceed **Lump Sum Price** of:

_____ Dollars \$ _____
Written Figures

EXTRA WORK:

Additional work outside the project scope. (\$ per hour) \$ _____

Incidentals, percentage mark-up of actual cost. _____ %

All pricing shall include related expenses and must be guaranteed for ninety (90) days

Said work to be done in strict accordance with the plans, specifications and all Contract Documents; and the undersigned agrees that upon written acceptance of this bid, he/she will within ten (10) calendar days of receipt of such notice, execute a formal Contract Agreement with the City of Concord, and that he/she will provide the necessary certificates of Insurance. The undersigned further agrees that, if awarded the Contract, he/she will commence the work within **ten (10) calendar days** after the written Notice to Proceed and that he/she will complete the work within ninety days of project completion.

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE COMMISSIONING AGENT (CXA) SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING
ADDENDA
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY CITY OF CONCORD, STATE OF NEW HAMPSHIRE OR FEDERAL GOVERNMENT CONTRACT WITHIN THE PAST FIVE YEARS.
4. ACCEPTANCE OF THE CITY'S GENERAL TERMS AND CONDITIONS

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

MOBILE PHONE NUMBER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: Net 30 Days unless otherwise noted and agreed upon with the City.

Please note that Proposals must be submitted in hard copy. Proposals that are faxed or emailed will not be accepted.

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 proposal 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 proposal; exceptions are in the space provided.

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

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
2	Business name/disregarded entity name, if different from above.	
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF CONCORD, NEW HAMPSHIRE
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT

Commissioning Agent (CxA) shall defend, indemnify, and hold harmless the City and its officials, agents, and employees (collectively, the “Indemnified Parties”) from and against all demands, claims, suits and actions seeking damages, penalties, attorney’s fees, costs, expenses, equitable relief, statutory relief or any other relief on account of bodily injury, death, personal injury, property damage, economic injury and any other injury or loss, (collectively, “Liabilities”) arising from or relating to this contract, unless the Indemnified Parties were solely negligent.

In addition, Commissioning Agent (CxA) shall defend, indemnify and hold harmless the City for any costs, expenses and liabilities arising out of a claim, charge or determination that Commissioning Agent (CxA)’s officers, employees, Commissioning Agent (CxA)s, subcontractors or agents are employees of the City, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The indemnification obligations set forth herein shall survive the term of the contract. Commissioning Agent (CxA) must choose defense counsel acceptable to the City and obtain the City’s consent to any proposed settlement.

COMPANY _____

TAX PAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

DATE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Insurance Requirements

<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)	\$ 5,000
<input checked="" type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	
Additional Coverage to Include	
<input type="checkbox"/> Owners & Commissioning Agent (CxAs)' Protective – Limit	
<input type="checkbox"/> Underground/Explosion and Collapse	
<u>Commercial Automobile Liability</u>	
Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	
Additional Coverage to include:	
<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA
<u>Workers Compensation</u>	
NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
<u>Commercial Umbrella</u>	
May be substituted for higher limits required above	NA
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

(X) **The City of Concord must be named as Additional Insured on a primary non-contributory basis with a waiver of subrogation in favor of the City, with respect to general and automobile liability**

The above listed insurance and coverage limits are acknowledged and will be provided.

Proposer's Signature

III. Exhibits

NOTICE OF AWARD

Dated _____, 2026

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: RFP 14-26

PROJECT: Building Systems Commissioning Services

CITY'S CONTRACT NO.: RFP 14-26

CONTRACT FOR: Building Systems Commissioning Services

You are notified that your Bid dated _____, 2026 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to provide the Building Systems Commissioning Services. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, RFP 14-26 and all addenda, and the COMMISSIONING AGENT (CXA)'S proposal opened on _____, 2026.

The Contract Price of your contract shall be the Not-to-Exceed Price of:

_____ Dollars (\$ _____)

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____, 2026. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. The Insurance Certificate(s) as specified in the RFP and General Terms & Conditions.
3. (List other conditions precedent)

Failure to comply with these conditions within the time specified will entitle the CITY to consider your proposal abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, issue a Notice to Proceed and purchase order and return your bid bond security.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY

(AUTHORIZED SIGNATURE)

Tina M. Waterman, Purchasing Manager
(NAME/TITLE)

Copy to: General Services Dept.
Community Development Dept.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2026 by and

between The City of Concord, New Hampshire, hereinafter called “**CITY**” and

_____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called “**COMMISSIONING AGENT (CXA)**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **COMMISSIONING AGENT (CXA)** will commence and complete the required Building Systems Commissioning Services. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** bid documents RFP 14-26 and all addenda) and the **COMMISSIONING AGENT (CXA)’S** bid opened and publicly read on _____, 2026.
2. The **COMMISSIONING AGENT (CXA)** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **PROJECT** as detailed by RFP 14-26 and all addenda.
3. The **COMMISSIONING AGENT (CXA)** will commence the work required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED**.
4. Completion time for this Agreement shall be not later than November 1, 2028.
5. The **COMMISSIONING AGENT (CXA)** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the not-to-exceed sum of

Dollars (\$ _____)
Written _____ Figures

6. The term “**CONTRACT DOCUMENTS**” means and includes the following:

- (A) REQUEST FOR PROPOSALS
- (B) GENERAL TERMS AND CONDITIONS
- (C) INSTRUCTIONS TO PROPOSERS
- (D) SCOPE OF SERVICES
- (E) PROPOSAL SUBMISSION CHECKLIST
- (F) PRICE PROPOSAL FORM
- (G) FORM W-9
- (H) INDEMNIFICATION AGREEMENT
- (I) INSURANCE CERTIFICATE
- (J) QUALIFICATIONS STATEMENT
- (K) NOTICE OF AWARD
- (L) AGREEMENT
- (M) NOTICE TO PROCEED
- (N) CITY PURCHASE ORDER

(O) ADDENDA:

No. _____, dated _____, 2026

No. _____, dated _____, 2026

The contract between the **CITY** and the **COMMISSIONING AGENT (CXA)** shall consist of (1) the bid documents and any amendments there to and (2) the **COMMISSIONING AGENT (CXA)**'S bid. 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 bid documents shall govern. However, the **CITY** reserves the right to clarify any contractual relationship in writing with the concurrence of the **COMMISSIONING AGENT (CXA)** and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the **COMMISSIONING AGENT (CXA)**'S bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern.

6. The **CITY** will pay to the **COMMISSIONING AGENT (CXA)** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Tina M. Waterman, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

COMMISSIONING AGENT:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S CONTRACT NO.: RFP 14-26

CONTRACT FOR: Building Systems Commissioning Services

(Name of Commissioning Agent (CxA))

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. You are to start performing your obligations under the Contract Documents within ten (10) calendar days of the date of this Notice to Proceed. In accordance with the Agreement, the date of completion is to be not later than November 1, 2028 from the date of this Notice to Proceed.

Before you may start any Work at the site the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

Tina M. Waterman, Purchasing Manager
(NAME/TITLE)

Copy to: General Services Department
Community Development Department



Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY 311

NORTH STATE STREET

CONCORD, NH 03301

(603)230-3664; FAX (603)230-3656

www.concordnh.gov/Purchasing

Reference: RFP 14-26

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

* * * * No Bid Questionnaire * * * *

A no bid is submitted in reply to the City of Concord Invitation for Bids (RFP 14-26, Building Systems Commissioning Services) for the following reasons:

- _____ Item not supplied by our company.
- _____ Bid specification (give reason(s), e.g., too restricted, not clear, etc.): _____
- _____ Profit margin on municipal bids too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc.) _____
- _____ Insufficient time allowed to prepare and respond to bid request.
- _____ Bid 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 bid specifications.
- _____ Other reason(s), please specify: _____
- _____
- _____

.....

Company Name and Address: _____

Phone: (_____) _____

_____ (Signature) _____ (Typed/Printed Name & Title)

IV. Appendix A -

Functional Testing Requirements

All systems must be tested under all operational modes, including normal and emergency conditions. Document approved operational changes at the conclusion of the testing.

The final commissioning report shall include testing results for, at minimum:

- Air Handling Units
- Boilers
- Pumps
- Fans
- VAV Boxes
- Fan Coil Units
- Unit Heaters
- Reheat Coils
- Control Dampers & Valves
- Electric Heat Trace Systems
- Domestic Tankless Water Heaters
- Humidification Systems
- Thermostats/Temperature and CO₂ Sensors
- Plumbing Systems
- Lighting Controls

Additionally, the CxA shall:

- Fan and pump rotation.
- Verify filter, strainer, and suction diffuser replacement after startup testing.
- Test emergency generator response.
- Confirm VFD response and parameter documentation.
- Test control sequences under all modes.
- Verify life safety integration including emergency lighting and fire alarm inputs.
- Prove operation of access control systems.
- Confirm calibration of sensors.
- Validate remote monitoring readings (air temp, water temp, CFM, damper positions, valve positions).