

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6362

CENTRAL HEATING AND

COOLING PLANT

FOR

WASHTENAW COUNTY CORRECTIONAL FACILITY

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

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Purchasing Manager
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WASHTENAW COUNTY

Finance Department

Purchasing Division

PO Box 8645, 220 N. Main St.; Ann Arbor, MI 48107-8645
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REQUEST FOR PROPOSAL # 6362

September 17, 2007

The Washtenaw County Purchasing Division, on behalf of the Washtenaw County Project Management Director, hereby issues a sealed Request for Proposal RFP #6362 to select an Energy Services Company ("ESCO," "Consultant," or "Contractor") to conduct a comprehensive energy analysis (CEA) that, if results are acceptable, would lead to the construction of a biomass-fueled Central Plant to provide heating and cooling to the Washtenaw County Correctional Facility located at 2201 Hogback Road in Ann Arbor.

Sealed Proposals: Vendor will deliver one (1) original and five (5) copies, clearly marked as such, to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48107**

By 2:00pm on Monday, October 1, 2007.

This submission shall include the entire Request for Proposal document, requested attachments, and any amendments if issued.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please clearly label the envelope "**SEALED RFP # 6362**".
- Please direct purchasing and procedural questions regarding this RFP to Mr. Robert G. Devault at (734) 222-6760 devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Mr. David Shirley, Operations and Maintenance Manager at (734) 222-3793 shirleyd@ewashtenaw.org

Thank you for your interest.

Table of Contents

<u>Section</u>	<u>Page</u>
1.0 OVERVIEW	2-3
2.0 PROPOSAL SPECIFICS	3
3.0 SERVICES REQUESTED	4
4.0 PROCUREMENT PROCESS/BASIS OF AWARD	4-5
5.0 PROPOSAL FORMAT AND CONTENT	5-6
6.0 PROPOSAL TERMS	6
7.0 CONTRACTOR INFORMATION	7
8.0 CONTRACT PROVISIONS	7-11
9.0 SIGNATURE PAGE	12

1.0 OVERVIEW

- 1.1 The County issued a Request for Proposals in November 2003 to select an ESCO to perform energy efficiency improvements in a comprehensive manner throughout County facilities.** An ESCO was selected and completed a wide range of energy efficiency improvements in eighteen County buildings. Improvements included replacement of major mechanical systems (boilers, chillers, air handlers), energy monitoring software implementation, and installation of a 10KW solar photovoltaic array. The project is now in the monitoring phase, and the County is satisfied with the results.
- 1.2 Washtenaw County operates a Correctional Facility (Jail) with a rated capacity of 332 inmates.** As the largest (132,540 sf) and most intensively used facility in Washtenaw County's portfolio, the Jail represents the largest energy consumer.¹
- 1.3 The major mechanical systems of the Jail were excluded from the original performance contract in anticipation of a future project to expand and renovate the facility.** The County recently initiated the architectural and engineering phase of this project, whose goals are threefold: (1) to increase the Jail's capacity from 332 to 428, (2) to update the facility's infrastructure (mechanical and electrical systems as needed), and (3) to incorporate a new District Court function into the building. As part of the original performance contract in 2004, the Jail's lighting systems were upgraded, and energy management and monitoring systems were installed.
- 1.4 At this time, the County would like to explore the energy component of the Jail project.** In contrast to the comprehensive energy efficiency improvements undertaken in the 2004 performance contract described in section 1.1 above, this RFP focuses on the implementation of a Central Plant Project that would provide heating and cooling to one facility. The Jail's major mechanical systems and equipment are at the end of their useful life and require replacement. Additionally, increased outside air will be incorporated in order to bring the renovated facility up to current standards. These two factors combine with other considerations to reduce the opportunity to use energy savings as a vehicle to fund traditional mechanical improvements. However, the County would like to investigate the possibility of constructing a Central Plant that would use biomass feedstock to provide heated and chilled water to mechanical systems that heat and cool the Jail.
- 1.5 The County wishes to explore the design and construction of a Central Plant at the Jail.** The County is interested in contracting with an ESCO to perform a Comprehensive Energy Analysis (CEA) that would generate investment-grade data regarding the design and construction of the Central Plant Project. The CEA would then serve as the base document for the County to enter into a performance contract with the ESCO to design and construct a Central Plant at the Jail. If the County elects not to move forward with the implementation, the County would pay for the cost of the CEA; otherwise, the cost of the CEA would

¹ In 2005, the Jail consumed 2,443,910 kWh (at a cost of \$157,487) and 124,033 therms of natural gas (at a cost of \$123,357); In 2006, the Jail consumed 2,127,345 kWh (at a cost of \$167,788) and 80,753 therms of natural gas (at a cost of \$77,355).

RFP # 6362 Central Heating and Cooling Plant

be rolled into the total project cost of implementation. Please note that in order to dovetail effectively with the other elements of the Jail project's design, the CEA must be completed within 60 days of this RFP's award, unless otherwise negotiated to the mutual satisfaction of the ESCO and the County.

1.6 Objectives of the biomass-fueled Central Plant Project include:

- Reduced demand for natural gas (and/or electricity, if co-generation proves possible) at the Jail, resulting in cost savings, operational efficiencies, and associated benefits;
- Quantifiable environmental benefits that may include reduced dependence on non-renewable energy, reduced greenhouse gas emissions, or related benefits;
- Reliable, effective, efficient heating and cooling operations for the Jail.

2.0 PROPOSAL SPECIFICS

2.1 Responses to this RFP should illustrate ESCOs' ability to complete an investment-grade Comprehensive Energy Analysis that would provide the basis for a performance contract to design and construct a biomass-fueled Central Plant at the Jail. Proposals need not engage in cost considerations other than (1) as part of a representative case-study portfolio that would enable understanding of comparable projects' financing strategies, and/or (2) to describe any up-front or ESCO-specific costs for which the County would be liable – for instance, the projected cost of the CEA should the County not move forward with implementation of the Central Plant Project.

2.2 Proposals will be evaluated by a panel of reviewers, including but not necessarily limited to Washtenaw County staff. Evaluation criteria may include, but are not limited to: completeness and quality of response; ability to provide brand-neutral equipment installation and support; compatibility of all equipment with existing County standards (energy management and monitoring systems currently in place include Automated Logic and Utility Vision); overall methodology; project management approach; experience; and willingness of ESCO to guarantee savings to be achieved through implementation.

2.3 Following the proposal evaluations, all submitting ESCOs will be contacted to apprise them of their status.

2.4 Schedule of Events. The County anticipates the following schedule, though dates are subject to change:

- | | |
|---|--------------------|
| • Release of RFP | September 17, 2007 |
| • Proposals Due from ESCOs | October 1, 2007 |
| • ESCO Selection and Notification | October 3, 2007 |
| • Delivery of Comprehensive Energy Analysis | December 3, 2007 |

RFP # 6362 Central Heating and Cooling Plant

3.0 SERVICES REQUESTED

- 3.1 Washtenaw County is interested in services resulting in the engineering, design, equipment installation and commissioning, staff training, measurement and verification procedures, and ongoing operations/maintenance options of a biomass-fueled Central Plant at the Jail. All work is to be completed following execution of a contract between Washtenaw County and the selected ESCO. A boilerplate contract is attached (Section 8.0).
- 3.2 The ESCO will be required to provide cash flow projections in regard to the financing this project as part of the CEA.

4.0 PROCUREMENT PROCESS / BASIS OF AWARD

The Central Plant Project will proceed in four phases:

4.1 Phase I: Selection of Energy Service Company

Interested ESCOs should respond with a Proposal that follows the Proposal Format and Content described in Section 5.0 of this RFP. Washtenaw County will select the ESCO determined to be in the County's best interest.

4.2 Phase II: Comprehensive Energy Analysis and Report Production

The selected ESCO will conduct a detailed Comprehensive Energy Analysis (CEA) that provides investment-grade data on the design and construction of a biomass-fueled Central Plant at the Jail. The CEA should include a cash flow projection for the project, as well as options for the Central Plant's ongoing operation and maintenance. Washtenaw County will provide the selected ESCO access to the Jail on a schedule convenient to the County as well as all available additional energy data and other information that may assist in the ESCO's completion of the CEA. The CEA must be completed within 60 days of contract execution, unless otherwise negotiated to the mutual satisfaction of all parties. The results of the CEA will be submitted to the County in written form and elaborated upon during oral interviews.

The CEA report will serve as the "proposal," or base document for the project's implementation. In the event Washtenaw County does not proceed with implementing the project, or in the event a contractual agreement(s) cannot be reached, the ESCO that provided the CEA will be paid the previously agreed-upon cost. The CEA will become the property of Washtenaw County.

4.3 Phase III: Implementation

The selected ESCO will be responsible for the design and construction of the Central Plant upon approval of the project by the Washtenaw County Board of Commissioners. ESCO will also provide training for staff responsible for the ongoing operations and maintenance of the Plant. The selected ESCO will be required to competitively bid all elements of the Central Plant Project that will be performed by subcontractors in accordance with the County's procurement policy (available by contacting the Purchasing Department). It is important to note that the County's procurement policy requires that the ESCO use local union labor to the greatest practicable degree. Where union labor is not available, a Construction Unity Board agreement may be required.

RFP # 6362 Central Heating and Cooling Plant

Note that the ESCO shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely, in accordance with all State and federal guidelines. All work by the ESCO and/or their subcontractors shall comply with local and State building codes as well as manufacturers' instructions and accepted industry installation standards.

Meetings between the County and the ESCO will be held as necessary, and/or at the request of the County's Project Management Director. All work objectives, work schedules, terms of the contract, and any other related issues will be discussed and any problems resolved.

4.4 Phase IV: Monitoring and Verification

Upon completion of the Central Plant project, measurement and verification of the energy and operational savings accrued will be conducted on a schedule and in a way mutually agreed upon by the ESCO and the County. The chosen monitoring and verification plan will also come into effect.

5.0 PROPOSAL FORMAT AND CONTENT

- 5.1 Provide concise but complete responses to all of the questions below. Answer on 8.5 x 11" sheets. Number and title each answer and answer questions in the order given. Submit one original and five (5) copies of the Proposal document to the address listed on the cover page of this RFP.
- 5.2 Enter the name of the company and the individual principally responsible for preparing the response on the cover sheet of the Proposal.
- 5.3 Product literature and information, other than responses to questions listed below are *not appropriate* for inclusion in the Proposal.
- 5.4 **The following topics must be covered in the Proposal.**
 - (A) Management Plan. Describe your company's organization and project management approach. Include information and/or resumes for key personnel who will interact with Washtenaw County staff through the project, and what percentage of their time will be allocated to the Central Plant Project. Describe the way tasks and accountabilities will be assigned, and who will be responsible for project tracking. Describe the elements and priorities that will influence project scheduling.
 - (B) Energy Management Services. Describe the range of energy management services provided by your company.
 - (C) Comprehensive Energy Analysis (CEA). Give the estimated cost for performing the CEA for the Central Plant Project at the Washtenaw County Jail. Describe the depth of the study, methods used, and resources employed. Provide one copy of a CEA report created for a project of similar type and scope. The CEA should include information on up-front costs associated with the Central Plant, projected ongoing operation and maintenance costs including biomass procurement and sourcing, and how these costs are balanced with the natural gas and other savings achieved.

RFP # 6362 Central Heating and Cooling Plant

- (D) Computation of Energy Savings. Describe the method of computing energy and any other projected savings and how adjustments will be made.
- (E) Experience. Give a brief overview of your company's history in regard to alternative fuel projects and/or Central Plant projects. Provide a description of three (3) projects, including information on the project scope, location, cost, and duration, and success. Provide contact information for at least one reference involved in each project.²

6.0 PROPOSAL TERMS

- 6.1 The County reserves the right to award the bid to a single contractor or a combination of contractors whichever is in the County's best interest.
- 6.2 Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors that Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal. The County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- 6.3 The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- 6.4 Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- 6.5 In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- 6.6 Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.
- 6.7 Proposals must be structured in the following framework on computer type (8.5 x 11") pages, double-spaced, 12 point or larger. If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.
- 6.8 **To be considered, the original proposal and five (5) copies must be at the Washtenaw County Purchasing Office on or before the date and time specified on the front cover of this RFP.**

² References must include a contact name, phone number and/or email address, and brief description of the referenced party's involvement with the project.

RFP # 6362 Central Heating and Cooling Plant

7.0 CONTRACTOR INFORMATION

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

Proposal

Provide concise and complete responses to items A through E listed in Section 5.4 above. Number and title each answer and answer questions in the order given. Submit one original and five (5) copies of the Proposal document to the address listed on the cover page of this RFP. Enter the name of the company and the individual principally responsible for preparing the response on the cover sheet of the Proposal.

Addendum A

Provide a one page Program Abstract of the proposal, highlighting key elements regarding services proposed, implementation plans and organizational capability.

Addendum B

Review the Proposal Terms, Section 6.0, and concur that these provisions will be met.

Addendum C

Review the boilerplate Contract Provisions (Section 8.0) and concur that these provisions will be met.

Addendum D

Provide the Signature Page (Section 9.0) completed and signed by an official authorized to bind the ESCO to its provisions for at least a period of 90 days.

8.0 CONTRACT PROVISIONS

If a contract is awarded, the selected vendor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 2007, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and (**Name of Consultant**) located at (**Address**) ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (**SPELL OUT SCOPE OF SERVICE**)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (**SPELL OUT DOLLAR AMOUNT**).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to (**CONTRACT ADMINISTRATOR**) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract will begin on (**DATE**) and end on (**DATE**).

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

RFP # 6362 Central Heating and Cooling Plant

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or

pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City State Zip
_____ Telephone #	_____ Fax #
_____ Email Address	
_____ Federal Tax ID #	<u>CHECK ONE</u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.