

CITY OF OCALA
151 SE Osceola Avenue, 3rd Floor, Ocala, FL 34471
Phone: (352)629-8364 Fax: (352)629-8391

NOTICE OF REQUEST OF QUALIFICATIONS

ROQ NO: **10-003**
TITLE: **Energy Performance Contracting Services**
Due Date: **2:00 P.M., , June 2, 2010**

Location: **City Hall/Purchasing Agent**
 151 SE Osceola Avenue, 3rd Floor, Ocala FL 34471

Proposals will be received by the Purchasing Agent at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposer is to submit one (1) original of a signed and completed submittal package (original must be unbound and marked "original") and five (5) copies for evaluation use. Proposals must be submitted in a **sealed** envelope or box with the Request of Qualifications number, title, and the proposer's name, address, and telephone number clearly indicated on the package. All proposals must be completed in blue ink or typewritten, or a computer printout with written signature returned by the time and date cited above.

Proposers are strongly encouraged to carefully read the entire Request of Qualifications.

Contact: Tami Rapier, Purchasing Agent for technical questions at (352) 629-8364.

CITY OF OCALA

Tami Rapier, Purchasing Agent

Issue Date: April 30, 2010

REQUEST OF QUALIFICATIONS

ROQ 10-003

ENERGY PERFORMANCE CONTRACTING SERVICES

SECTION 1 – Intent and General Information

1.1 ISSUING OFFICE

This Request of Qualifications is issued for the City of Ocala by the Support Services Purchasing Agent. All contacts regarding this ROQ are to be directed to:

Tami Rapier, Purchasing Agent
City of Ocala
Support Services
151 SE Osceola Avenue – 3rd Floor
Ocala, FL 34471
Phone: 352-629-8364 Fax: 352-629-8391
Email – trapier@ocalafl.org

1.2 PURPOSE

The purpose of this Request of Qualifications (ROQ) is to obtain proposals from qualified firms or individuals capable of providing Energy Performance Contracting Services Investment grade Energy Performance Audit and comprehensive energy management and energy-related capital improvement services for City Hall and Citizens Service Center.

This ROQ provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the City of Ocala to satisfy the needs as outlined in the scope of services. Proposers are strongly encouraged to carefully read the entire Request of Qualifications.

1.3 PROPOSAL SUBMISSION

All proposals must be received by the City of Ocala, Support Services/Purchasing Agent, 151 SE Osceola Avenue, 3rd Floor, Ocala, FL 34471 no later than the date and time shown in the Notice of Request of Qualifications. Each proposal shall consist of one (1) original and five (5) copies. The original must be unbound and marked “original”. It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Division prior to the deadline. Proposers should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the above date and time will not be accepted. All proposals must be completed in blue ink or typewritten. All required signatures must be in blue ink.

Proposals must be clearly identified as a proposal for the City of Ocala and shall show the ROQ number, the title of ROQ, and the proposer’s name and address on the outside of the sealed proposal package. **Proposals will not be accepted by facsimile transmittal.**

Submission requirements are identified in SECTION 3 entitled “SUBMITTAL REQUIREMENTS”.

1.4 **INQUIRIES**

Prospective proposers may make written inquiries concerning this ROQ to obtain clarification of requirements. No inquiries will be accepted after **3:00 P.M., May 24, 2010**. Questions must be submitted in writing via email (preferred method), mail, or fax to:

Tami Rapier, Purchasing Agent
City of Ocala
Support Services/Purchasing Agent
151 SE Osceola Avenue – 3rd Floor
Ocala, FL 34471
Phone: 352-629-8364 Fax: 352-629-8391
Email – trapier@ocalafl.org

All envelopes containing questions must be clearly marked Inquiry for ROQ 10-003 Energy Performance Contracting Services to facilitate handling and distribution.

1.5 **AMENDMENTS TO ROQ**

If it becomes necessary to revise or amend any part of this Request of Qualifications, the Purchasing Agent will furnish the revision by written Addendum. It is the proposer’s responsibility to inquire if any Addenda have been issued. Any addenda will be posted to Demandstar www.demandstar.com and on the City’s website www.ocalafl.org/purchasing, “Bid Processing Page” link. Any addenda must be acknowledged on the Affidavit of Compliance form.

1.6 **RESPONSE MATERIAL OWNERSHIP**

All proposals become the property of the City of Ocala upon receipt and will only be returned to the proposer at the City’s option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas contained in any proposal received in response to this ROQ. Disqualification of a proposal does not eliminate this right.

1.7 **REJECTION OF PROPOSALS**

The City of Ocala reserves the right to reject any or all proposals, to waive informalities and minor irregularities and to accept any portion of the proposal or all items proposed in response to this ROQ. In addition, the City reserves the right to cancel this ROQ if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this ROQ may disqualify the proposal. Any exceptions to the Scope of Services or any requirement of this ROQ must be identified in the proposal on the Affidavit of Compliance Form.

1.8 **ROQ SELECTION COMMITTEE**

The selection committee will meet approximately two weeks after the closing date for receiving proposals. The committee may consist of representatives of City Staff and other appropriate representatives. The City reserves the right to adjust the makeup of the selection committee. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement.

1.9 **SELECTION PROCESS**

The Selection Committee will evaluate and rank the written submittals and may require oral presentations or interviews with the top firm(s) or individual(s). Presentations/interviews will provide an opportunity for the proposer to clarify qualifications, approach to the project, and ability to furnish the required services. Presentations would be to the Selection Committee and other City officials as deemed appropriate by the City.

The selection process may involve background checks and on-site visits to proposer's place of business. The selection criteria are included in the ROQ package.

The proposers shall furnish such additional information as the City of Ocala may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the consultant(s) as it deems appropriate.

1.10 **AWARD**

The City anticipates award to the proposer(s) who submits the proposal judged by the City to be the most advantageous. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement.

The proposer understands that this ROQ does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the City, and executed by the parties.

The City will negotiate prices, payment terms, and contract with the selected consultant(s). Should the City and the selected consultant not reach an acceptable arrangement, the City will begin negotiations with the next ranked consultant.

1.11 **INCURRING COSTS**

The City of Ocala shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation and any appearance at any required presentations/interviews shall be borne by the proposer.

1.12 **ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful proposer will become contractual obligations if acquisition action ensues. Failure of the successful proposer to accept these

obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

1.13 **VENDOR SELECTION**

It is the City's intent to select a vendor(s) within sixty (60) calendar days of the deadline for receipt of proposals. However, proposals must be firm and valid for award for at least one hundred and twenty (120) calendar days after the deadline for receipt of proposals.

1.14 **COMMUNICATION WITH CITY STAFF/OFFICIALS**

To ensure fair consideration for all proposers, the City prohibits communication relative to this Request of Qualifications to or with any department, bureau, or employee during the submission process, except as provided in Section 1.1 and 1.4 above. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

1.15 **SITE VISITS**

The City reserves the right to visit any proposer's site at any time.

1.16 **SUBCONTRACTING/ASSIGNMENT**

The use of subcontractors will be allowed to address specific needs that are identified in the scope of services. Contractor shall not assign/subcontract any work without the prior written approval of the City of Ocala. The City of Ocala reserves the right to decline any assignments/subcontracting.

1.17 **TAXES**

The City, as purchaser of services, is exempt from Federal, State, and Local government taxes. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number 85-8012621655C-9, Federal Tax Number is 59-6000392.

1.18 **VENUE**

The laws of the City of Ocala and Marion County shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

1.19 **SUBMISSION OF MULTIPLE BIDS**

No proposer may submit multiple bids. Only one (1) submittal will be accepted per individual owner(s)/partners.

1.20 **ADDITIONAL INFORMATION**

- A. The City of Ocala is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered.
- B All materials submitted as response to this Request of Qualifications shall become the property of the City of Ocala.
- C. Costs for developing proposals (including travel for presentations and interviews) in response to this Request of Qualifications are entirely the obligation of the proposer(s) and shall not be chargeable in any manner to the City of Ocala.
- D. The City reserves the right to use any and all information presented in any response to the Request of Qualifications. Acceptance or rejection of the proposal does not affect this right.
- E. The names of the organizations submitting the proposals will be recorded at the time of opening.

SECTION 2 – SCOPE OF SERVICES

2.1 BACKGROUND

Authorized through FS 489.145, Performance Contracting is an energy savings based capital improvement process by which projects are funded through guaranteed energy savings.

The selected ESCO will enter into a contract to provide investment-grade energy performance audits for the facilities below and provide comprehensive energy efficiency and guaranteed savings report(s). Upon review and acceptance by the City, the City may negotiate a Guaranteed Energy Performance contract with the ESCO for the proposed energy-saving improvements. The ESCO must provide a guarantee that annual energy cost savings will meet or exceed the amortized costs of the energy-saving capital improvements. Improvements must result in a guaranteed minimum energy savings.

- City Hall
- Citizens Service Center

The City of Ocala has been granted an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$635,500 with the City contributing \$2,963 for a total of \$638,463. The grant was written for a chiller plant, HVAC enhancements at both locations, EMS enhancements at Citizens Service Center, and Domestic hot water heater enhancements located at Citizens Service Center.

2.2 ASSIGNMENTS

A. The City of Ocala is seeking a highly qualified ESCO with pertinent experience in energy savings, energy audits, and grant reporting, which shall primarily include but not be limited to: the following:

1. No equipment of energy conservation measure will be installed or implemented that will require the hiring of additional personnel by the City.
3. The ESCO shall warrant that none of the energy conservation measures it implements will cause the deterioration of indoor air quality in any City buildings.
4. The ESCO shall provide training to municipal employees that will be necessary to implement operations and maintenance of equipment and buildings.

Contractor shall not assign/subcontract any work without the prior written approval of the City of Ocala. The City of Ocala reserves the right to decline any assignments/subcontracting.

SECTION 3 – Submittal Requirements

3.1 TITLE PAGE

All proposers shall provide a title page showing the ROQ number, the title of services being provided, name and address of firm, telephone and fax number, point of contact

and date. The title page must be signed by a representative who is authorized to contractually bind the proposer. The signature block shall show the typewritten name of the individual signing. Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of the ROQ. The emphasis in each proposal must be on completeness and clarity of content. All information under this section must be submitted with the proposal in order for it to be responsive.

3.2 **PROPOSAL FORMAT**

The written proposal must be submitted on 8 ½" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The City will accept maps and diagrams on 11" x 17" paper folded in the document.

The proposal must be divided into four (4) sections with references to parts of this ROQ done on a section number/paragraph number basis. The four (4) sections shall be named:

- A. Required Submittals**
- B. Qualifications/Experience/Workload**
- C. Project Understanding, Proposed Approach and Methodology**
- D. Additional Data to Support Proposal (optional)**

3.3 **REQUIRED SUBMITTALS (to be included in Section A of your proposal)**

The proposer shall submit the required information at the time of submittal of Request of Qualifications. Failure to provide the required information will affect the evaluation of the proposal.

- A. Letter of transmittal:** This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of services and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the company. The Letter of Transmittal shall be signed by a representative who is authorized to contractually bind the company and include the agent's title or authority. The letter should not exceed two pages in length.
- B. Type of Business:** The proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. FEIN:** Provide the Federal Employer Identification Number of the proposer.
- D. Principals:** The proposer must name all persons or entities serving, or intending to serve as principals in the proposer's firm.
- E. Corporate Information:** If a proposer is a corporation, provide a copy of the

certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.

- F. License Sanctions:** List any regulatory or license agency sanctions.
- G. Acknowledgment of Addenda/Affidavit of Compliance:** If you take any exceptions to any portion of this ROQ, you must so indicate on the Affidavit of Compliance form included in this document. In addition, if any addenda are issued, you must acknowledge addenda, on the Affidavit of Compliance form.
- H. Drug-Free Workplace Affidavit Form:** Pursuant to Section 287.087, Florida Statutes, each proposer shall complete this form.
- I. Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the proposer in the past five (5) years, which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If no litigation, provide a statement to this effect.
- J. Licenses/Registration:** Provide a copy of your City of Ocala Occupational License and/or any other applicable licenses (if applicable).
- K. Vendor Registration Form and W-9:** Submit a completed City of Ocala "Vendor Registration Form" and "Department of the Treasury Internal Revenue Service Form W-9". Forms may be downloaded at www.ocalafl.org/purchasing "Download Vendor Registration Form" link.

3.4 **QUALIFICATIONS/EXPERIENCE/WORKLOAD** (to be included in Section B of your proposal)

A. The proposer shall include qualifications and experience of the firm/individual(s) who will provide the services. The submission must include:

1. Provide a narrative describing the typical approach to projects similar to this one, including the nature of the public process and intended extent of public involvement.
2. Provide a description of general qualifications, the multi-disciplinary nature of the team assembled for this project, specific evidence of relevant experience, and a listing of key personnel that would be available to work on this project.
3. The proposer shall address the priority of the project regarding staff availability and indicate ability and commitment in ensuring the project or services will be performed in a timely fashion and completed on time. Provide a

listing of current and projected workload.

4. Summary of plans or codes in progress or completed, with the following information for each:

- a. Current contact information
- b. Client type
- c. Status of project
- e. Provide the total dollar value or energy performance contracts the Firm has entered into for each year, for the past five years.
- f. Indicate the number of all energy performance contracting projects implemented by and currently under contract with your Firm
- g. Nature of the proposed plan.

5. The proposer must provide financial information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract such as latest audited financial statement or other pertinent information.

6. Bonding Capabilities - must be able to provide Performance & Payment Bond Capabilities, Guaranteed Energy Savings Bond Capabilities, and 3rd party provided guarantee savings bond to offer the city extra protection and security will be required.

3.5 **PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY** (to be included in Section C of your proposal)

Describe your approach to performing the contracted work. This should include, but not be limited to, the following points:

- A. Define what services your company is proposing to best serve the City of Ocala's needs. State your project plan, your firm's interpretation of scope and method of approach. You should also include a level of effort plan, which will show the estimated man hours associated with proposed planned tasks.
- B. Identify the desired outcome of the project(s) based on the identified scope of services.
- C. Include a draft chronology of the tasks/events.
- D. Identify any tasks that proposer is expecting City to perform.

3.6 **STATEMENT OF NO PROPOSAL**

If you do not intend to submit a proposal, fill out and return this form only.

SECTION 4 – Evaluation Criteria

All proposals will be evaluated and ranked in accordance with the below listed evaluation criteria. Award will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

CRITERIA	WEIGHT
REQUIRED SUBMITTALS & COMPLETENESS OF PROPOSAL (Section 3.2..... thru 3.6)	5%
❖ Has proposer submitted a complete proposal with required information ❖ Is material submitted in required format ❖ Has proposer presented adequate material to support proposal	
QUALIFICATIONS/EXPERIENCE/WORKLOAD (Section 3.4).....	30%
❖ Experience in serving similar municipalities ❖ Staff availability & experience of assigned staff ❖ Relevant references ❖ Current workload of the firm ❖ Ability to perform in a timely manner ❖ Financial Stability	
SUCCESS IN SIMILAR WORK (Section 3.4).....	25%
❖ Accomplishments on behalf of similar Clients	
PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY (Section 3.5).....	40%
❖ Proven understanding of services required ❖ Presented detailed services to be provided and method to provide ❖ Ability to provide full service capabilities	
.....TOTAL	100%

SECTION 5

INSURANCE REQUIREMENTS FOR THE CITY OF OCALA

5.1. INDEMNIFICATION CLAUSE:

The Contractor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

5.2. SAFETY/ENVIRONMENTAL:

The Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property.

The Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City of Ocala and appropriate emergency officials.

5.3. ADDITIONAL INSURED:

The City of Ocala shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

5.4. MISCELLANEOUS PROVISIONS:

A. SEVERABILITY OF INTERESTS:

"The Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the City of Ocala (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits."

B. INSURANCE REQUIREMENTS:

These insurance requirements shall not relieve or limit the liability of the Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums." No insurance is provided by the City under this contract to cover the Contractor/Subcontractors."

C. DUPLICATE COVERAGE:

1. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance or self-insurance of the City shall be

considered excess, as may be applicable to claims against the City which arise out of this contract.

2. Insurance written on a "Claims Made" form is not acceptable without Risk Management Department consultation.
3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

D. DEDUCTIBLES:

The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention."

E. CERTIFICATES:

The Contractor shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating* of at least B+, showing the City of Ocala as an Additional Insured. The City of Ocala should be shown as the Certificate Holder, and providing for 30 day cancellation notice.

***Non-rated insurers must be approved by the City Risk Manager.**

5.5. LIABILITY INSURANCE:

"General liability insurance, with combined single limits of not less than \$200,000 per occurrence* shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal)".

If the Commercial General Liability form is used:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverages.

Coverage B - shall include personal injury.

Coverage C - medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

5.6. BUSINESS AUTO LIABILITY:

Business Auto Liability insurance shall be provided by the Contractor with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

5.7. WORKERS' COMPENSATION:

The Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease and shall be responsible for ensuring that any subcontractor has statutory coverage. The City need not be named as an Additional Insured, but a "subrogation waiver endorsement is required".

5.8 ERRORS AND OMISSIONS:

The responding Consultant will provide proof of Errors and Omissions Insurance, which covers the company and their agents with limits of at least \$1,000,000. This insurance must be written by an insurer who possesses an A.M. Best rating of at least an "A".

5.9 PROFESSIONAL LIABILITY

Professional Liability insurance with an occurrence limit of not less than \$1,000,000 shall be required from the Consultant on all contracts. It is recognized that this type of insurance is only available on a Claims Made basis and Additional Insured endorsements are not available. All contracts for such services shall require the other party maintains this insurance for at least five (5) years beyond the end of the contract.

ROQ 10-003
Affidavit of Compliance

To be submitted with vendor's response

_____ We **DO NOT** take exception to the Proposal Documents/Specifications.

_____ We **TAKE** exception to the Proposal Documents/Specifications as follows:

Company Name _____

ADDENDA

By _____ Proposer acknowledges receipt of the following
(Authorized Person's Signature) addenda:

Addendum No. _____ Date _____

_____ Addendum No. _____ Date _____

(Print or type name and title of signer) Addendum No. _____ Date _____

Company Address _____ Addendum No. _____ Date _____

Telephone Number _____ Toll Free Number _____

FAX: _____ Date _____

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, **pleas of** guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to submit a proposal, please return this form only.

ROQ 10-003 – Energy Performance Contracting Services

City of Ocala – Support Services/Purchasing Agent
151 SE Osceola Avenue – 3rd Floor Ocala, FL 34471

We, the undersigned, have declined to respond on the above noted proposal for the following reason(s).

_____ Insufficient time to respond to the Proposal.

_____ Do not offer this service.

_____ Our schedule will not permit us to perform.

_____ Remove us from you Mailing List.

_____ Unable to meet insurance requirements.

Other (please specify below).

REMARKS: _____

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____ PHONE NO.: _____