MODEL REQUEST FOR PROPOSAL (“RFP”)
Infrastructure Services

[ENTITY LOGO]

[RFP TITLE]

RFP [NUMBER]

ISSUED BY: [ENTITY NAME}

RELEASE DATE:

PRE-SUBMITTAL CONFERENCE DATE:

QUESTIONS DUE DATE:

SUBMITTAL DUE DATE & TIME:

CONTACT PERSON:
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Tab 1 – RFP Introduction and Requirements

1. Intent and Scope of RFP

[ENTITY MISSION]. [ENTITY LEGAL NAME] ("**[ENTITY]**") is the [ENTITY DESCRIPTION] for [ENTITY JURISDICTION]. [ENTITY]'s mission is to [ENTITY MISSION]. [ENTITY] has experienced value erosion and increased liability of ownership of essential infrastructure assets such as, but not limited to: [TYPES OF INSTFRASTRUCTURE EQUIPMENT AND ASSETS RELEVANT TO ENTITY'S OPERATIONS]. Therefore, [ENTITY] seeks investment into its infrastructure assets that will optimize reliability, safety, and performance. The desired overall outcome is a lower total cost of usage, including the specific outcomes of reduced operating costs, reduced ownership liability, and increased productivity.

Infrastructure Services. Through this Request for Proposal ("**RFP**"), [ENTITY] seeks to establish a partnership with a qualified party ("**Service Provider**") that will support [ENTITY] in achieving its mission by providing [ENTITY] with a turnkey solution for upgrading, replacing and expanding its physical and facility infrastructure, including but not limited to building infrastructure (roofs, HVAC, elevators, windows, etc.), energy and water systems, transportation systems (ports, bridges, tunnels, etc.), lighting, and safety systems. Successful Service Providers will replace unreliable, unsafe, and costly infrastructure with modern solutions, robustly engineered with embedded long-term support. The Service Provider will pay for 100% of design, materials, and installation and will ensure that assets are continually maintained in a state of good repair through a usage-based utility-like fee model. For most projects, the Service Provider will own the respective infrastructure assets ("**Assets**") and will make such Assets available so that [ENTITY] may use them on an "as needed" basis for the provision of services to its constituents.

Usage Fees. It is the intent of [ENTITY] to utilize a monthly fee ("Usage Fee") structure to define charges, fees, and fee-basis associated with services delivered by Service Providers. The Service Provider shall own the Assets and ensure the Assets are not encumbered by third party claims (e.g., liens, UCC financing filings, etc.) and facilitate usage of the Assets by [ENTITY] in exchange for fees based on usage at a pre-determined fee rate ("**Usage Fee Rate**"). Once a Service Provider has been selected and a master contract is executed ("Contract"), each project involving specific Assets, associated services, and the associated Usage Fee Rate shall be established through the issuance of a service addendum ("**Service Addendum**") to the Contract. Usage Fee Rates and unit basis will be at the preference of the Service Provider but shall typically be designated on a per-item basis. The monthly Usage Fee structure shall be similar to usage fees offered by electric, gas, and water utilities and may include cloud-based metering and performance measurements. The Service Provider must present [ENTITY] with Usage Fee Rates or methodology to determine such rates for the services being offered. The Usage Fee Rates shall not adversely impact the bonding capacity or balance sheet of the [ENTITY].

Transparent Rate Structures. To maintain best procurement practices, [ENTITY] intends to partner only

with Service Providers that provide well-defined, transparent rate structures in an arrangement and on a basis that minimizes taxpayer risks and obligations. Rate structures must not include or be premised on the sharing of operational or energy savings. Additionally, all actual costs incurred by the Service Provider, such as costs charged by direct manufacturers, vendors, and other involved parties, must be identified and quantified as part of the contracting process.

Each of the services to be proposed as a Service Addendum are to be priced with a rate structure that identifies any items ineligible for inclusion in the rate structure. One Contract will be awarded but multiple Service Addendums may be issued to the awarded Service Provider.

No Leases. A Service Addendum should have the optionality to be treated as a non-lease service contract (i.e., utility) under current or proposed Government Account Standards Board ("GASB") standards, including Statement 87.

Free and Clear Title. The design, engineering, installation, upgrading, and replacement of the Assets must be paid for by the Service Provider and free from any liens, security interests, encumbrances, pledges, or mortgages. The Assets shall be owned by the Service Provider or a legal affiliate thereof.

Right to Purchase. [ENTITY] shall retain the right to purchase the installed Assets at any time, free and clear of all encumbrances, using a pre-agreed upon formula.

Quality, Performance and Risk Standards. As a general matter, [ENTITY] does not intend to specify products, installers or servicers, but [ENTITY] reserves the right to make such determinations on a case-by-case basis. In all circumstances, [ENTITY] shall have approval rights on quality, performance and risk standards and may veto, without contest, any proposed product, service, or Vendor.

Service Provider Qualification. It is the intent of [ENTITY] to solicit only Service Providers that meet the qualifications outlined in the RFP selection criteria.

The successful Service Provider must show the capability to assess [ENTITY]'s needs and consult with [ENTITY] to help ascertain the optimal Assets, Usage Fees, and likely usage volumes.

Public Agency. [ENTITY] is a public agency. As such, this RFP is a solicitation for the provision of services through a government procurement process. All Proposals must conform to all requirements under applicable law for such a process.

Contact Information. The following individual shall be the sole authorized contact for questions and any other communications regarding this RFP: _____.

Offer to Contract. A Proposal in response to this RFP is an offer to contract with [ENTITY] based upon the terms, conditions, and specifications contained in this RFP. No such offer to contract shall become a Contract unless and until it is executed by [ENTITY]'s appropriately authorized officer.

2. Specifications

Contract Specifications. [ENTITY] is seeking proposals from qualified and reputable Service Providers who are experienced in implementing financial programs to provide services, infrastructure, and assets. This may include, but is not limited to, the following:

- Electrical systems such as micro grids, lighting, SCADA, controls, switches, transformers
- HVAC systems such as boilers, RTUs, chillers, cooling towers, air handlers
- Building envelope systems such as insulation, roofs, windows, escalators, elevators, kitchens, bathrooms
- Water systems such as pumps, motors, aeration, pipes, valves, meters, irrigation, fountains, generators, waste systems
- Transportation systems such as vehicles, charging/fueling docks, equipment, runways, parking
- Other right-of-way such as lighting, signage, barriers, signals, bridges, tunnels
- Sports field turf

'Value-Add' Products and Service-Response. [ENTITY] is soliciting value-add services and asks each Service Provider to include with their Proposal, descriptions for each class of item and service listed above on which they provide rates or rate structures, if different from the sealed rates being submitted. Service Provider should include any additional information that [ENTITY] should have when making its decision concerning Contract award(s).

Warranty information. Service Provider must provide information and answers to the following questions from which information will be used if the Service Provider is awarded a Contract:

- Does the Service Provider, either directly or through its Vendors, offer extended parts and labor warranties? If yes, state examples.
- Is warranty coverage dependent on any specific requirements?

Approved Vendor Plan (if applicable). Service Provider shall provide for each project the mutually approved Vendor plans, and any updated Vendor plans prior to commencement of any work. The plan shall explain the mutually approved Vendor procedures, pre-qualification process, assurances, and

Security Policy that the Vendor must meet. This plan must also address how Vendor(s) will implement a safety plan. The plan must address attracting, utilizing, and mentoring disadvantaged or small businesses.

Ability to provide the required product(s) and/or perform the required service(s). Describe capabilities, experience, skills, knowledge, capacities, financial, human and physical resources, and past and present performance, that equip Service Provider to do business with [ENTITY]. Confirm that the proposed materials/services will meet or exceed the [ENTITY] facility specifications.

3. Usage Fee Rates

Service Providers must submit pricing for their products, services, and warranties in Usage Fee Rates. The proposal should provide that the Service Addendum can include additional contractual obligations upon mutual agreement.

Once Service Providers are evaluated for qualification, the determination of the best qualified bidder will be made by considering:

1) Lowest expected Cost of Usage over the useful life of the Assets
2) Simplicity of contract and financial structure
3) Speed of execution
4) Quality of design and engineering
5) Design for reliability, safety, and performance
6) Conformance to [ENTITY] processes and preferences

The Best Value Proposal will be determined in [ENTITY]'s sole discretion, considering the best interests of [ENTITY] over the useful life of the Assets.

4. Amendments

The Service Provider shall acknowledge receipt of any amendment (an “Amendment”) to this RFP by signing and returning such Amendment by the specified due date and time. It is the Service Provider’s responsibility to obtain copies of any Amendment(s) relevant to this RFP. Service Provider’s failure to submit Amendments with its Proposal may be grounds for deeming a submittal non-responsive.

5. Applicable Laws, Codes and Regulations

Upon award of a Contract, the selected Service Provider through its Vendor(s), shall become responsible for obtaining all necessary permits and licenses and for verifying compliance with local authorities having jurisdiction *prior to commencing work*.

6. Transparency Policy

Commencing on the publication date and time of this RFP, all potential Service Providers (including their representatives) shall discuss matters associated with this RFP only with the [ENTITY] personnel identified in the Contact Information section of Tab 1, until either a Contract has been awarded or all Proposals have been rejected and this RFP is cancelled. Service Providers may otherwise continue to conduct business with [ENTITY] and discuss business that is unrelated to this RFP with [ENTITY] staff who are not decision makers in the selection process for this RFP.

7. Confidential Information

[ENTITY] is obligated to abide by all public information laws. If a Service Provider believes that a specific section of its Proposal should be kept confidential, the Service Provider shall mark the applicable pages in its Proposal as confidential in a specific and clear manner. Marking the entire Proposal as confidential is not acceptable.

8. Term of Contract

Contracts are awarded by [ENTITY] through open competition in compliance with all applicable procurement rules and regulations.

Service Addendums for specific services will be structured as month-to-month commitments. Prior to [ENTITY] issuing to Service Provider a notice to proceed with installation ("**NTP**") of a specific Asset, [ENTITY] shall retain the right to cancel any Service Addendum.

Each combination of Contract, Service Addendum, and written confirmation of final acceptance will constitute a unique and standalone service agreement with [ENTITY].

9. Formation of Contract (Execution of Offer)

The Service Provider must complete and submit all required signature forms. The formation of all Contracts shall follow the multiple step process hereinafter described in Tab 2 Section 13.

Tab 2 – Instructions, Evaluation and Definitions

1. Proposal and Submission Procedures

Proposals will be accepted until the deadline indicated in this RFP. Each Proposal must be emailed to _____, with the following:

- Include the full name and address of the responding entity, and the name and telephone number, including the area code, of the person to contact with questions about the bid submission.
- Include the RFP number and title, and submission deadline indicated on the RFP Certification.
- Submit pricing in a password protected PDF with the name and number of this RFQ and your Company Name in the saved file name.
- A representative of the responding entity who is authorized to enter into contracts on behalf of the entity must sign Proposals. The person signing the forms must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
- Service Providers should retain for their files copies of all submitted documents.

Service Providers are responsible to be fully informed as to the terms, conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Service Provider's own risk. The law makes no allowance for errors of omission or commission on the part of the Service Provider; furthermore, the Service Provider cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFP.

[ENTITY] assumes no financial responsibility for any costs incurred by Service Providers in developing and submitting a Proposal or any amendments or addenda, participating in pre-Proposal meetings, participating in any negotiation session or discussions, or any costs incurred by Service Providers pursuant to this RFP.

2. Required Proposal

Each Service Provider must submit Proposals in accordance with the following:

- All Proposals must be signed by an officer of the Service Provider authorized to enter into contracts on behalf of the Service Provider.
- Signed Proposals should be submitted by email in PDF format.

Service Providers failing to organize Proposals in the manner requested may be considered non-responsive and may not be evaluated. Service Provider is responsible for ensuring that [ENTITY] receives its Proposal with the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda, or other critical information.

3. Questions

Written questions will be accepted until _____ at 4:30PM [Eastern/Mountain/Pacific] Time.

4. Certification

By submitting a Proposal to this RFP, Service Provider is certifying that neither its firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any federal or state department or agency. Further, if any of the aforementioned situations occurs during the course of the procurement, Service Provider is required to inform [ENTITY] thereof.

5. Prohibition on Lobbying

No Service Provider shall, directly or indirectly, engage in any conduct (other than the submission of the Proposal or other prescribed submissions and/or presentations) to influence any employee of [ENTITY] or any member of [ENTITY]'s Board concerning the award of a Contract resulting from this RFP. Violation of this prohibition may result in disqualification of the Service Provider from further participation herein or from participation in future [ENTITY] solicitations or contracts. The communication blackout period shall commence from the issue date of this RFP through Contract award. The Contract Administrator identified in the Contact Information section of Tab 1 is the only [ENTITY] representative authorized to communicate with Service Providers or their representatives during the blackout period.

6. Statement of Qualifications Requirements

Service Providers must identify all senior team participants and consultants of the Service Provider having experience within the delivery of described available services for [ENTITY].

7. RFP Addendum

Any changes or corrections to this RFP will be made by addendum, and the terms of any updated information contained in any addendum will prevail over the terms contained in the original RFP or any then prior addendum(s).

Each addendum must be acknowledged on the acknowledgment form provided with such addendum. All required acknowledgment forms must be submitted along with the submission of a Proposal.

8. Award

Each Proposal to this RFP will be evaluated on the criteria identified below and assigned points for each criterion on an absolute basis. The Service Provider whose proposal receives the highest aggregate score ("Best Value Proposal") will be recommended for the Contract award. Notwithstanding any other provision of this RFP, [ENTITY] reserves the right to: waive any immaterial defect or informality; reject any or all Proposals or portions thereof; or reissue an RFP.

(500 points) **Standard Terms and Conditions**. Standard contract terms and conditions as proposed by Service Provider are structured such that Usage Fees would not be characterized as a liability (lease or otherwise) under GASB current and proposed accounting standards.

(250 points) **Financial Resources**. An assessment of Service Provider's financial resources and/or access to capital sufficient to allow Service Provider to design, engineer, procure, install, own, and maintain Assets as specified in specific addendums.

(100 points) **Construction/Project/Installation Management Standards.** Service Provider qualifications and demonstrated experience to be used in service addendums:

- Engineering and design
- Procurement
- Installation
- Commissioning
- Monitoring and verification
- Maintenance
- Upgrades
- Substitutes/Replacements
- Ability to adhere to installation schedules and complete all phases of the performance in a timely manner.

(100 points) **Operational Capability.** Service Provider's operational capability to measure and monitor the performance of assets and accurately track usage in a fully transparent and auditable environment with clear integration to billing.

(75 point) **Ease and Simplicity of Contract.** Service Provider's proposed contractual structure and processes for engaging with [ENTITY].

(25 points) **References**. References from Service Provider's current customers with similar service agreements.

(20 points) **Disadvantaged Business or Small Business Goal**. Demonstration of commitment to meet or exceed [ENTITY] participation goal using certified approved vendors acceptable to [ENTITY] to meet target for disadvantaged business or small business participation of 10%.

(50 points) **Local and Domestic Content**. Services and Assets local and domestic content, including supply-chain safety, sustainability, and reliability.

9. Qualifications Evaluation

- [ENTITY] will evaluate each Proposal and award up to the maximum number of points indicated for each of the qualification criteria. The total number of points awarded for each criterion will be summed. The Best Value Proposal (the score representing the committee's determination as that Service Provider being the most qualified) will be selected to enter into a Contract, subject to approval by [ENTITY]'s governance.

- Service Providers should take care in preparing their Proposals and pay attention to every page and form in the RFP. Service Providers should be sure to complete and provide all the information requested, including the criteria listed in all eight (8) evaluation categories.

- The evaluation process may include the participation of one or more selection committees. The participation of the selection committee may occur at the beginning of the evaluation process and may supersede a staff level evaluation all together. Committee members may elect to participate as scoring members or non-scoring observers in any of these committees.

- Service Providers are to respond strictly to the qualification criteria cited in the Qualification sections of this RFP. Examples of similar installations may be submitted as part of the firm's experience.

- Following the evaluation of qualification submittals, [ENTITY] may, in its sole discretion:

    - Invite a short list of qualified Service Providers to participate in oral interviews;
    - Take no further action;
    - Modify (expand or reduce) the attached scope of services and issue an addendum based upon the modified scope;

- Select the successful firm(s) without further discussion; or
- Conduct discussions in writing.

10. Approval of Contract

Award of a Contract resulting from this RFP may be contingent upon the prior receipt of written approval from [ENTITY]'s [DESIGNATED OFFICER, COMMITTEE or BOARD]. No Contract shall be binding on [ENTITY] until this approval has been obtained. All respondents to this RFP hereby acknowledge the contract award requirement enumerated in this Paragraph.

11. Public Notice of RFP Results

Anticipated meeting notices are posted on [ENTITY]'s [website / portal / etc.]. The anticipated [ENTITY] meeting for approval of a contract resulting from this RFP will be forthcoming. It is the responsibility of each respondent to check [ENTITY]'s [website / portal / etc.] for process information, award notices, and notices on the specific dates for [ENTITY] meetings. Each respondent to this RFP and [ENTITY] hereby agrees that this provision shall serve as the minimum required action by each respondent toward exercising due diligence in obtaining the results of this RFP. The requirement of approval by the [ENTITY] for any particular solicitation is dependent upon several factors.

12. Evaluations

This RFP will have a two (2) step evaluation process for the purpose of identifying the best value to [ENTITY] ("Best Value Proposal"): (1) Qualifications and (2) Usage Pricing. [ENTITY] will first review and evaluate all Proposals based on Service Provider qualifications, with the usage pricing (i.e., Usage Fee Rates) remaining sealed in the password protected PDF file. Only after a Service Provider is deemed qualified will its pricing example be evaluated.

Identification of qualified Service Providers. Submitted qualifications will be reviewed by [ENTITY] which may select a short-list of the most qualified Service Providers based on the selection criteria described in the RFP. Specifically, [ENTITY] will first select the most highly qualified service provider(s) on the basis of demonstrated competence and qualifications.

Pricing Evaluation. The example pricing submitted in the Proposal will then be evaluated for Completeness, Reasonableness, and Realism. Pricing submitted is for evaluation purposes only.

It is not the intent of [ENTITY] to award a contract based on "low bid" Usage Fee Rates. All Proposals are subject to evaluation and approval. In evaluating Proposals received and determining the Best Value Proposal [ENTITY] may consider any combination of the following criteria:

- Service Provider's experience as a provider of infrastructure services;
- Service Provider's availability of or access to investment capital;
- Quality of the Service Provider's goods and/or services;
- Extent to which the goods/services meet the needs of [ENTITY];
- Remote monitoring of usage and product performance;
- Upgradability, flexibility, reliability, and durability of goods;
- Length, scope of coverage, reputation, ability to deliver manufacturer's warranty;
- Impact on the ability of Service Provider to comply with any applicable laws or rules, including those relating to the utilization of historically underutilized businesses;
- Total long-term cost to [ENTITY] of using the Service Provider's goods/services;
- Usage Fee Rate structure and methodology; and
- Any other relevant factor that an entity could consider in selecting a Service Provider.

Unless otherwise indicated in this RFP, "all or nothing" Proposals are not acceptable and will be rejected. The Service Provider must be willing to accept an award for any combination of the items and/or services bid.

Service Provider must be willing to accept a Contract Award for any combination of the items and/or services contemplated by this RFP.

The successful Service Provider(s) will be notified with a "Notice of Award" issued by [ENTITY].

13. Multiple-Step Contract Engagement Process

This RFP contemplates a multiple-step contracting process:

i. Identification of the Best Value Proposal per Section 12 above.

ii. [ENTITY] and Service Provider enter into a master service agreement ("Contract").

iii. [ENTITY] then identifies specific projects (installations of assets) to be completed pursuant to the terms of the Contract.

iv. Service Provider then provides [ENTITY] with a calculation of the reasonably expected Usage Fee Rate and the projected cost for use of the Service Provider's equipment or materials over their useful life, with such calculation specifying the cost of the equipment, installation, service, and warranty.

v. Upon acceptance of the proposed Usage Fee Rate by [ENTITY], Service Provider will engage a qualified vendor.

vi. Service Provider then provides a confirmed Usage Fee Rate to [ENTITY] based on available costs and pursuant to the terms proposed in its response to this RFP and enter into a Service Addendum with [ENTITY] including such rates and terms.

vii. Upon approval by [ENTITY], the Service Provider then proceeds with the installation of equipment/materials pursuant to the Service Addendum.

14. Definitions

For purposes of this RFP, any associated Service Addendums and the Contract, the following terms shall have the following meanings:

"Contract" shall mean the entire agreement between the parties, including, but not limited to, the general terms and conditions document and all attachments and amendments.

"Days" shall mean calendar days, unless specified as business days.

"Procurement" means buying, purchasing, renting, leasing or otherwise acquiring any materials, services, or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

"RFP" refers to Request for Proposal, a type of solicitation document.

"Scope of Work" shall mean the specific work agreed to be undertaken and accomplished by Service Provider through its vendors for [ENTITY] via the delivery order process.

"Security Policy" shall mean the document designed to help implement a culture of security, while also inserting a metric to which an entity can point all employees, tenants, students, and vendors as a model of behavior structured to protect their assets.

"Service" shall mean the specific service, at a specific location, such as roofing, irrigation, boilers, HVAC, lighting, insulation, energy systems, infrastructure, etc. that is provided by Service Provider.

"Service Addendum" shall mean a supplementary, additional agreement entered between [ENTITY] and Service Provider to define, without limitation, a specific service at a specific location and its associated rates, special terms, insurance, maintenance, certifications, performance levels, buyout, invoice requirements, ordering requirements, on-site service, and related details for a project under the Contract.

“Service Provider” shall mean the person, company, firm, corporation, partnership, or other organization who submits a Proposal which conforms in all material respects to the RFP requirements.

“Vendor” shall mean the parties with whom the Service Provider has contracted to accomplish installation/commissioning/maintenance/upgrades/design/engineering required to accomplish a particular Service Addendum.

Tab 3 – Statement of Qualifications

Service Providers should organize their Statement of Qualifications submission in the order detailed below.

1. Corporate Background and Experience

- Describe your firm's organizational structure, including any limited partnerships and how they are applied to this proposed contract.
- Indicate all other names by which your firm has been known and length of time known by each name.
- Include the address of your firm's website, if applicable.
- List past or present litigation in which your company is a defendant pertaining to similar installations in [ENTITY]'s state.
- List any contracts in [ENTITY]'s state in the last ten (10) years that were terminated by the owner prior to completion due to non-performance.
- List any contracts in [ENTITY]'s state in the last ten (10) years that were terminated by the owner prior to end of term for default or non-performance.
- List above information related to any previous business names.
- Identify and describe business associations with equipment manufacturers or suppliers used in the past 24 months for Service Addendums.

2. Key Project Personnel

Provide information regarding capabilities and experience of personnel directly assigned to this installation. Include the following:

- Professional resumes for key personnel and their responsibilities for the duration of the contract.
- Indicate the education and professional licensing of each person as it relates to this installation. Include a list of previous installations, similar in size and complexity, in which each team member has played a significant role.
- Clearly identify who will have primary technical responsibility for utility analysis, engineering and design work, contract negotiations, construction management, training, and performance monitoring.
- Provide an organizational chart that clearly describes your firm's installation organization.

3. Service Experience in Upgrading Infrastructure

- How many years has your firm provided infrastructure services?

- Describe the complete range of upgrade services and capabilities your firm offers such as engineering, design, auditing, energy/water product selection and installation, operation and maintenance, commissioning, monitoring and verification, and training.
- Describe manufacturers and installers your firm has utilized in an infrastructure service model.
- Describe the process of Vendor selection.

4. Service Addendums

- Describe how Service Addendums pricing for rates is calculated.
- What are the options and implications for terminating a Service Addendum prior to contract term?
- How do rebates and grants affect Service Addendum rates?
- What is the process for determining benefits [ENTITY] should expect from a Service Addendum?
- How are benefits from using a service monitored?

5. Define Benefits

Define Benefits of Service Provider Ownership vs. [ENTITY] Ownership:

- Deferred Maintenance, Emergency Funds, Budgeting
- Financial Ratings, Bond Capacity, Debt Covenants
- Procurement Frequency, Complexity, Speed
- Product Costs, Warranty, Quality, Maintenance
- Installation Costs, Quality, Change Orders
- Technology Obsolescence, Product Performance and Reliability
- Insurance, Indemnification, Product Liability
- Fixed Costs, Changes in Usage
- Workload Reduction from Owning, Procuring, Financing, Maintaining, Contracting

6. References

Discuss your team's experience and capabilities to successfully deliver a Service Addendum. List at least three (3) references within the past three (3) years evidencing experience in conducting Service Addendum programs of a similar nature to this installation. Include the following specific information for each installation:

- Date
- Project title and location
- Scope of work including type of equipment used

Tab 4 – Service Provider's Proposed Contract

Service Provider shall provide its proposed Contract that achieves the goals and requirements set forth in this RFP.

TAB 5 – Form W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See *Specific Instructions* on page 3.

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.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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)

(Applies to accounts maintained outside the United States.)

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 . . . . . ☐

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

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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