

OVID-ELSIE AREA SCHOOLS

REQUEST for PROPOSALS

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS

On a

PERFORMANCE CONTRACTING BASIS

September 19, 2011

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION OF OVID ELSIE AREA SCHOOLS WILL RECEIVE SEALED BID PROPOSALS UNTIL OCTOBER 17, 2011 AT 2:00 P.M. AT THE SUPERINTENDENT'S OFFICE OF THE OVID-ELSIE AREA SCHOOLS ADMINISTRATION BUILDING LOCATED AT 8989 COLONY ROAD, ELSIE, MI 48831.

**THE PROPOSAL WILL BE TO FURNISH A ENERGY SAVING
CAPITAL IMPROVEMENTS PROGRAM ON A PERFORMANCE CONTRACTING BASIS**

The Board of Education will not consider or accept a proposal received by the Board after the above-specified date and time for Proposal submission.

At the above-specified time and place for receiving proposals the Board of Education, acting by its designee, will publicly open and read all timely-received Proposals. The Board of Education reserves the rights to waive any irregularity or informality in its Request for Proposals ("RFP") process, to reject any or all Proposals, to award Program components by component, group of components, or total Program, and to accept the Proposal or Proposals which the Board determines will perform in the Owner's best interests, and not the lowest or any other Proposal. Proposals are to be presented in accordance with the RFP specifications. For a copy of the RFP or more information call Craig Coleman at 989-834-2271 ext. 1964.

OVID-ELSIE AREA SCHOOLS

REQUEST FOR PROPOSAL

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS ON A PERFORMANCE CONTRACTING BASIS

Ovid- Elsie Area Schools is requesting proposals for the implementation of energy saving capital improvement projects on a performance contracting basis. The Owner's objective in issuing this Request for Proposal (RFP) is to provide a competitive means in which to select a single vendor (Vendor) to design and manage the implementation of a comprehensive turn-key energy saving capital improvements program, that in accordance with MCL 380.1274a, will be paid for by existing budget allocations.

The goals of the project are:

- 1. Provide a comprehensive program for the Ovid-Elsie Area Schools that may include installation of energy saving capital improvements. The specific nature of the capital improvements is left to the Vendor's judgment but must be clearly identified in your proposal.*
- 2. Provide a more functional and comfortable environment for building occupants through implementation of capital improvements on a performance contracting basis. This may include, but are not limited to, repair or modernization of existing heating, ventilation, air conditioning, lighting, and water conservation improvements. The specific nature of repair, and/or modernization is left to the Vendor's judgment but must be clearly identified in your proposal.*
- 3. As required in MCL 388.851, the performance contracting vendor shall provide all services identified under 1937 PA 306 that may be performed by an architect or engineer, construction manager/general contractor including supervisory services. The architect/ engineering services can only be performed by the performance contracting vendor to the extent that the vendor is providing energy conservation measures on a guaranteed basis.*
- 4. Ovid-Elsie Area Schools will incur no start-up costs. The successful vendor will provide a financial package that will show net benefits to the district over a ten year period. It is the intention of Ovid-Elsie Area Schools that capital improvement and program funding will come from existing budget allocations. Any applicable training, operational and/or maintenance services as part of the performance contract must come from savings generated from improvements.*
- 5. In accordance with MCL 380.1274a, all energy savings in this project must be guaranteed according to the 2001 International Performance Measurement and Verification Protocol (IPMVP). Baseline data and assumptions will be agreed upon by the Owner and the successful Proposer. All guarantees are to be provided by the performance contracting vendor. No third party guarantees will be accepted*
- 6. The proposer's scope of work shall meet or exceed ASHRAE 90.1 energy efficiency requirements for any new equipment or systems which are installed.*

7. *If the Proposers scope of work includes modifications to any existing schedules, temperature setpoints, humidity setpoints, or equipment run times, both the existing conditions and the proposed conditions shall be clearly denoted in the response. For night setback / setup control, Proposer shall identify, at minimum, occupied hours, occupied temperature setpoints, and minimum / maximum space conditions which shall be maintained during scheduled unoccupied hours.*

8. *Modifications to lighting systems shall result in minimum illuminance levels as defined in Figure 10-9 of the IES Handbook, 9th Edition.*

A mandatory pre-bid meeting will be held September 26, 2011 at 10 AM in the High School Community room, located at 8989 East Colony Rd. Elsie, MI 48831

*Questions regarding this RFP shall be directed to: Craig Coleman, Director of Maintenance, Building and Grounds at (989) 834-2271 ext. 1964.
All questions should be submitted in writing. Responses will be sent to all respondents.*

COMPONENTS OF PROPOSALS

All proposals submitted must contain the following information in the order requested. All of the following are being delivered for the prices noted. Other capabilities and services are to be listed last, under Point 13.

1. Corporate background, name and address of firm.
2. Project team and resumes.
3. Project management plan and corresponding schedule and responsibilities.
4. A detailed summary of the work to be performed by category:
 - A. Lighting Upgrades
 - B. Energy Management System
 - C. HVAC System Modifications
 - D. Building Envelope/Fenestration Improvements
 - E. Water Conservation
 - F. Other Improvements
 - G. The total installation contract price shall separately state any possible state sales taxes and federal excise taxes, and the Proposer's representation as to whether, or to what extent, such state sales taxes or federal excise tax are applicable. The Owner, upon request, will provide the Vendor with properly executed tax exemption certificates or tax exemption numbers, but the Owner makes no representation that this project is exempt from sales or use taxes. All taxes required by law shall be paid by the Vendor.
 - H. All overhead costs incurred by the successful Proposer with respect to the Program are included in its proposed Contract price, unless otherwise specified in its proposal
5. Preventive maintenance program
6. Training program
7. Cash flow analysis.
8. Guaranteed energy conservation savings. Proposer must include in its bid the information required by MCL 380.1274a. Provide information, in sufficient detail to allow for informed analysis, as to the amount of energy savings predicted to result from the Program. Provide measurement in energy units and dollars. Provide methodologies for calculating guaranteed energy savings. Provide a certification that measurement and verification techniques for determining cost savings will be performed in accordance with protocols published in January 2001 International Performance Measurement and Verification Protocol or equivalent (DOE/GO-102001-1187).
9. A list of five references of similar size projects your firm has completed within the last five years in the K-12 market. Include contact persons and phone numbers, scope of work, services provided and savings guaranteed.
10. Credit information and references including primary bank, two large suppliers, and the latest audited annual financial report.
11. Proposal to be signed by an authorized company official and must contain sworn and notarized testimony that there is not a familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or superintendent of the Ovid Elsie Area Schools.
12. Proposer must have energy service industry certification by NAESCO (National Association of Energy Service Companies) and be a qualified vendor to the United States Department of Energy.
13. Other offerings and capabilities.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Respondents shall submit an original and three (3) copies of their proposal. Proposals shall be sealed and delivered by 2:00 PM, October 17, 2011 at the following address:

**Ovid Elsie Area Schools
Ryan Cunningham – Superintendent
8989 Colony Rd.
Elsie, Michigan 48831**

The bid price shall not include an allowance for State Sales Taxes or Federal Excise Tax. The Owner, upon request, will provide the successful bidder with properly executed tax exemption certificates or tax exemption numbers. All other taxes required by law shall be paid by the successful vendor.

Any proposal may be withdrawn or modified by written request made by the vendor, provided such request is received by the Owner at the above address prior to the date and time established for receipt of proposals. Proposals not so withdrawn shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The cost of preparing a response to this RFP, including site visits, detailed energy analysis and engineering studies, are the Vendor's sole responsibility and will not be reimbursed by the Owner.

The Owner reserves the right to reject any or all proposals, to award the contract to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or informalities and, in general, to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the owner.

CONTRACT REQUIREMENTS

References to "Contract" in this RFP mean the Contract with a Vendor for installation/implementation of the Program by the Vendor resulting from the Owner's formal, Board-authorized acceptance of the Proposal of the successful Proposer (the "Vendor").

INSURANCES

The successful vendor shall procure and maintain during the life of the agreement the following insurance coverage from a company or companies licensed to sell insurance in Michigan with an A+ A.M. Best rating, or equivalent: Workers Compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability. In addition, the successful vendor will procure and maintain an Umbrella Liability policy in the amount of \$2,000,000. Such insurance will protect the Vendor and shall name the Owner and the Project site as additional or co-insured's, but only to the extent of any negligence of vendors and consistent with the terms and conditions of vendors' insurance policies.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of \$1,000,000 per occurrence on an occurrence basis coverage shall be maintained without interruption from date of commencement of operations under the Agreement until the date herein specified that coverage is no longer required.

All certificates of insurance must be forwarded to the Owner prior to commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to the Owner.

BONDS

The successful vendor shall execute bonds acceptable to the Owner. One bond will be for the faithful performance and fulfillment of the Contract and to include protection of the Owner from all liens and damages arising out of the work. The other bond will be conditioned for the payment of labor and materials used in the work and for the protection of the Owner from all liens and damages arising there from. Each of the bonds will be in the amount of one hundred percent (100%) of the total amount of the vendor's initial investment in the premises as calculated at the time the proposals are received.

SUBCONTRACTING

In the execution of the contract it may be necessary for the Vendor to sublet part of the work to others. The Vendor will be fully responsible to the Owner for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Vendor. Nothing in this agreement shall create any contractual relationship between any subcontractor and the Owner. The Vendor shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part thereof, or the firm's right, title, or interest in the same or any part thereof, without the previous written consent of the Owner. The Vendor shall not assign any, of the moneys due or to become due and payable under this Contract, without previous written consent of the Owner.

ACCESS TO INFORMATION

The Vendor shall provide the Owner constant access to any computer system hardware and software used to develop and/or store Project data, no matter where or by whom produced or operated and Vendor shall facilitate placing the Owner on line with same by modem, station or other method of connection, if such connection is possible.

All Vendor overhead necessary for its performance hereof is included, unless otherwise specified herein.

EQUAL EMPLOYMENT OPPORTUNITY

The Vendor shall warrant and represent that it is an equal opportunity employer and that it does not unlawfully discriminate or discriminate against anyone due to race, creed, color, age, sex, national origin, disability or handicap.

APPROVAL OF EMPLOYEES

The Owner reserves the right to approve the identity of representatives and employees of the prime contractor or any subcontractors. The Owner shall retain the right, in its reasonable discretion, to have any employee of the prime contractor or any subcontractor removed from the project.

ONE YEAR GUARANTEE

The successful vendor shall guarantee all materials and workmanship against defects arising from normal usage for a minimum period of one (1) year from the date of completion and acceptance.

OWNER'S RIGHT TO CORRECT DEFICIENCIES

If the Vendor shall neglect to execute the work properly, or should refuse to remedy any defects in the work due to inferior quality of workmanship or material, or should in any manner fail to perform any provision of this contract, the Owner, after ten (10) days written notice to the Vendor, may correct such deficiencies and may deduct the cost thereof from payment due the Vendor.

STAFFING

The Vendor shall not recommend that Owner reduce or eliminate any employees or positions as a result of any changes implemented under the Agreement. Reduction, elimination or absorption of employees or positions by the Owner will not be considered nor shall it be included as part of any savings projected by the Vendor.

COMPLIANCE WITH LAW AND STANDARD PRACTICES

The Law means each and every Federal, State and Local law, statute, act, rule, regulation, and ordinance. The Vendor shall perform its obligations hereunder in compliance with each and every Federal, State and Local law, statute, act, rule, regulation and ordinance, including applicable licensing requirements. The Vendor shall comply with sound engineering and safety practices and any and all Owner and/or Owner Board of Education policies, practices, procedures and rules, past, present and future. The Vendor shall be responsible for obtaining

all governmental permits, consents, and authorizations, as may be required, to perform its obligations.