

Benzie County Central Schools

ENERGY CONSERVATION PROGRAM

REQUEST FOR PROPOSALS

Benzie County Central Schools

NOTICE TO BID

COMPREHENSIVE ENERGY CONSERVATION & EFFICIENCY PROGRAM

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION OF BENZIE COUNTY CENTRAL SCHOOLS WILL RECEIVE PROPOSALS TO IMPLEMENT AN ENERGY CONSERVATION PROGRAM. PROJECT SCOPE INCLUDES EQUIPMENT REPLACEMENT OR REPAIR, MODERNIZATION, PREVENTIVE MAINTENANCE AND TRAINING. PROPOSALS ARE TO BE FUNDED THROUGH ANNUAL ENERGY & OPERATING SAVINGS.

BIDS ARE DUE ON **May 1, 2009 AT 3:00 P.M.** LOCAL TIME AT THE BENZIE COUNTY CENTRAL SCHOOLS ADMINISTRATION BUILDING LOCATED AT
9300 Homestead Road
Benzonia, MI 49616

A MANDATORY PRE-BID MEETING AND ON-SITE REVIEW WILL BE HELD ON April 14, 2009 AT 10:00 A.M INTERESTED BIDDERS SHOULD MEET AT THE ADMINISTRATION BUILDING (ADDRESS ABOVE) FOR THIS EVENT

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.

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. **A bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board or the superintendent.** Contact Mike Zielinski, Director of Operations at (231)-882-4498 Ext 2277 for additional information or a copy of the RFP.

REQUEST FOR PROPOSALS
COMPREHENSIVE ENERGY CONSERVATION & EFFICIENCY PROGRAM

Benzie County Central Schools (the "Owner") is requesting proposals for the implementation of a comprehensive energy conservation and efficiency program (the "Program"). Bidders shall be active member of NAESCO (National Association Of Energy Service. The scope of the Program will include equipment replacement, repair, modernization, preventative maintenance, and related support and training programs. The Owner's objective in issuing this Request for Proposals ("RFP") is to provide a competitive basis on which to select one or more vendors (each a "Vendor") to design and manage the implementation of a "turn-key" Program or component(s) thereof.

The goals of the Program are:

A. Provide comprehensive energy services for the Owner that may include installation of energy saving equipment and materials. The specific nature of this equipment and material is left to the bidder's judgment, but must be clearly identified in the Proposal.

B. Provide a more comfortable environment for building occupants. This may include repair or modernization of existing heating, ventilation, air conditioning, insulation or lighting equipment. The specific nature of repair or modernization is left to the Bidder's judgment, but must be clearly identified in the Proposal.

C. Provide training programs for Owner personnel that may enhance the overall efficiency of operations.

D. Guaranteed energy savings of sufficient potential to enable the Owner to determine that Program costs will be offset by energy and/or maintenance savings to the greatest extent possible. Baseline data and assumptions will be agreed upon by the Owner and the successful Bidder.

E. The Owner will incur no start-up costs. Program funding must primarily come from existing budget allocations. The Owner will determine financing of Program installation costs, and at the Owner's discretion, financing may involve an installment purchase contract with the Vendor. If an installment purchase contract is negotiated with the Vendor, it is understood that the cost of the Program will be offset by energy conservation and operating savings to the greatest extent possible. The Owner will consider the recommendations of the successful Bidder as to which financing alternative to utilize.

COMPONENTS OF PROPOSALS

All proposals submitted must contain the following information in the order requested.

1. Executive Summary.
2. Corporate background, name and address of firm. Include Project team and resumes.
3. Identify and adequately describe all proposed energy conservation measures. Potential Scope of Work is listed in Item #4 below. If an energy conservation measure is not included in the Proposal, please provide rationale for its exclusion.
4. A detailed summary of the costs of the energy conservation measures by building and by category. This detailed summary should separately identify spending for new equipment, refurbished equipment, retrofit costs, installation labor, installation materials and supplies, overhead, and profit margin. Individual projects should achieve optimal levels of commonality, uniformity and centralization for the Owner. Project detail should include OEM identification, equipment make and model, and the costs of the work to be performed, such as:
 - (a) Lighting Upgrades
 - (b) Energy Management System
 - (c) HVAC System Modifications
 - (d) Fenestration Improvements and Entrance/Exit Closures
 - (e) Water Conservation
 - (f) Energy audit, design and engineering
 - (g) Other, as recommended by the Bidder
 - (h) The total installation contract price shall separately state any possible state sales taxes and federal excise taxes, and the Bidder 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.
 - (i) All overhead costs incurred by the successful Bidder with respect to the Program are included in its proposed Contract price, unless otherwise specified in its proposal

5. Owner requests Project bids on the basis of performance contracting. Performance contracting bids should include a detailed breakdown of the energy performance savings to be derived each year and for the duration of the energy savings performance contract, including at least all of the following: (A) A description of the guaranteed energy use savings and tasks to be performed under the energy saving performance contract, (B) The combined total net cost of all of the energy conservation measures in the project. (C) The projected energy savings and operating and maintenance cost savings resulting from the project, (D) The useful life of each energy conservation measure, and (E) the simple payback period.
6. Guaranteed energy conservation savings. Bidder must include in its bid the information required by MCL 380.1274a (3). 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.
7. Predicted savings resulting from operational efficiencies under the Program. 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 predicted by the Bidder.
8. The annual or monthly cost of any proposed service contract for monitoring the energy savings and for preventative maintenance, expressly stating separately any cost for the guarantee of energy savings. Indicate the length of any proposed service contracts, if such contract is prerequisite to any guarantee of energy savings, and the minimum length of the proposed service contract in order to obtain the guarantee. Also indicate what services will be provided as part of the preventative maintenance program.
9. Training program outlines and costs.
10. Cash flow analysis.
11. In addition to a minimum one year guarantee of materials and workmanship, indicate the extended time periods of all warranties on specific products included in the Proposal which by the terms of such warranties pass to the Owner.
12. Assurance that all work will be performed in accordance with all applicable codes.
13. The Bidder is encouraged to propose various Program, guarantee, or

financing alternatives. Provided, however, the Bidder must submit a base Proposal which either (i) includes all energy conservation measures listed in the potential Scope of Work, and the costs and predicted savings from implementing such energy conservation measures, or (ii) explains why certain potential energy conservation measures have not been included in the Proposal. Only upon submitting such base Proposal may a Bidder propose any alternatives.

14. Provide project management plan, including Program management responsibility and a detailed Program completion schedule.
15. Names and resumes of the persons who will be assigned to the Program.
16. A list of at least five (5) references of similar size programs the Bidder has completed within the last three years. Include contact persons and phone numbers.
17. Credit information and references.
18. Proposal to be signed by an authorized Bidder official.
19. The cost to provide a bond guaranteeing the proposed energy cost savings for the duration of the contract.
20. A sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board of education or the superintendent of the school district.
21. A certification that measurement and verification techniques for determining cost savings will be performed in accordance with protocols published in January 2001 by the international performance measurement and verification protocol Inc.
22. Any other offerings and/or service.

INSTRUCTIONS AND TERMS FOR SUBMITTING PROPOSALS

The Bidder shall submit one original and ten (10) copies of its Proposal. Proposals shall include, in three pages or less, an Executive Summary of the Proposal. The Proposals shall be sealed and clearly labeled "**Energy Conservation & Efficiency Program RFP.**" Proposals are due at May 1, 2009 3:00 p.m. local time on Friday, May 1, 2009, at the following address:

*Benzie County Central Schools
Attn: Mike Zielinski
Administration Building
9300 Homestead Road
Benzonia, MI 49616*

Any Proposal may be withdrawn or modified by written request made by the Bidder, 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 work contained therein and shall remain firm for acceptance for sixty (60) days.

Every bid shall be accompanied by either a certified check on a solvent bank or by a bond executed by a surety company authorized to do business in the State of Michigan. A 5% Bid Bond shall be required. Such check or bond shall name Benzie County Central Schools as recipient. The amount of such bid bond or certified check shall be forfeited as liquidated damages, costs and expenses incurred by the Owner if the vendor, after given an award as successful vendor, shall fail within thirty (30) days after the notice of such award to enter into appropriate contract with the Owner.

The cost of preparing a response to this RFP, including site visits, detailed energy analysis and engineering studies, are the Bidder'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 award Program components by component, group of components, or total Program, 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 and in compliance with law.

The Bidder by its submission of its Proposal releases the Owner and its Board, officers and employees from any claims arising out of, and related to, the RFP process and selection of a Vendor.

Questions regarding this RFP shall be directed to:

Mike Zielinski
(231)-882-4498 ext 2277

TIMETABLE

The bid process shall be conducted in accordance with the following timeline:

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| ▪ Date of Issue of RFP | May 1, 2009 |
| ▪ Mandatory Pre-Bid Meeting / On-Site Review | April 14, 2009 (10:00 a.m.) |
| ▪ Proposals due | May 1, 2009 (3:00 p.m.) |
| ▪ Oral Presentations | <i>TBD</i> |
| ▪ Board Approval | <i>TBD</i> |
| ▪ Project Commencement | <i>TBD</i> |

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 Bidder (the “Vendor”).

Insurance

The Vendor shall procure and maintain at its expense during the life of the Contract the following insurance 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 Vendor will procure and maintain an Umbrella Liability insurance policy in the amount of \$2,000,000. Such insurance will protect the Vendor and shall name the Owner and each project site as additional or co-insured.

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 or in the amount of said limit on a claims-made basis, provided that if the latter form (claims-made) is procured and/or maintained in compliance herewith, it shall be maintained for a period of no less than four (4) years subsequent to the termination of the Contract, and shall also survive completion of

installation under, or any prior termination of, the Contract.

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.

Indemnification and Hold Harmless

Subject to the availability of any proceeds from any available Owner insurance and the subrogation provisions, if any, therein provided, the Vendor shall indemnify, hold harmless and defend the Owner, its Board Members, officers, employees, students, volunteers and agents against all suits, actions, legal proceedings, claims of any nature and kind, demands, and all damages, loss, costs, expense, taxes, penalties, fines, liens and actual attorney's fees incurred, caused by or arising from or attributable, whether in whole or in part, directly or indirectly, to:

- a) Any negligent or willful or intentional or criminal acts or omissions of or a breach of contract by the Vendor or its principals, shareholders, employees, agents, attorneys, accountants or subcontractors;
- b) Any claims by any employees or former employees of the Vendor or its agents or subcontractors, regarding any matter relating to their employment;
- c) Any matter for which the Owner may be held strictly liable, but which is the result of, in whole or in part, the negligent or willful or sole acts or omissions of the Vendor or its principals, shareholders, employees, agents, attorneys, accountants and/or subcontractors; and
- d) Any tax or levy imposed upon or charged to the Owner as a result of compensation or any other amount paid to the Vendor under or pursuant to the Contract.

Bonds

In compliance with Act 213, Public Acts of Michigan of 1963, as amended, the Vendor shall execute surety bonds acceptable to the Owner. One bond shall be for the faithful performance and fulfillment of the Contract and shall include protection of the Owner from all liens and damages arising out of the work. The other bond shall be for the payment of all 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 installation Contract price, through satisfactory completion of installation.

Subcontracting

In the performance of the Contract it may be necessary for the Vendor to sublet part of the work to others. The Vendor will inform the Owner as to which subcontractors will be used. Subcontractor use shall be subject to the approval of the Owner. 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 RFP or the Contract shall create any contractual relationship between any subcontractor and the Owner. The Vendor shall not assign, transfer, convey, or otherwise dispose of the Contract, or any part thereof, or the Vendor's right, title or interest in the same or any part thereof, without the prior written consent of the Owner. The Vendor shall not assign any of the moneys due or to become due and payable under the Contract without prior 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 Program 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. Further, the Owner shall be deemed the Owner of any and all documents, drawings, specifications or other instruments of service produced by the Vendor or its subcontractors pursuant to the Contract and shall have the full right to access and use the same in its discretion.

Equal Employment Opportunity

The Vendor shall warrant and represent that it is an equal opportunity employer and that it does not unlawfully discriminate against anyone on the basis of race, creed, color, age, sex, national origin, disability, handicap or any other protected class identified in either Michigan or Federal law.

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 to have any employee of the prime contractor or any subcontractor removed from the Program at the Owner's discretion.

One Year Guarantee

The successful Vendor shall guarantee all materials and workmanship against defects 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 perform the work properly, or should refuse to remedy any defects in the work due to inferior quality or workmanship or material, or should in any manner fail to perform any provision of the Contract, the Owner, after 72 hours written notice to the Vendor, may correct such deficiencies and may deduct the cost thereof from payment due 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.

Form of Contract

The form of contract between the Owner and the successful bidder shall be based on the document attached hereto as Exhibit A. Accordingly, the bidder submits its bid based on the terms included in that document and, if the bidder desires any revisions thereto, those revisions must be attached to its proposal. The Owner may reasonably negotiate those provisions or any other provision of the document prior to contract execution.

Confidential Information

As a public entity, the owner is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

Rights of District

The District reserves, holds and may exercise, at its sole discretion, the following rights and options with regards to the RFP and the development process:

- To reject, for any reason, including non-compliance with RFP, any and all responses and components thereof, and elimination of any and all respondents to the RFP from further consideration for the selection.
- To supplement, amend or otherwise modify the RFP.

- To waive any technicality or non-conformance of the proposals, whether material or otherwise.
- To change or alter the schedule for any events called for in the anticipated selection schedule set forth herein.
- To conduct investigations of any or all of the respondents and/or their responses as the District deems necessary and convenient.
- To clarify the information provided as part of the response, including discussions with contact persons, prior clients or regulatory agencies and visits to any projects referenced in the response.
- To request additional information to support the information included in any response.
- To decline to select any respondent for any purpose.
- To decline to enter into an agreement for any purpose.
- To abandon this selection process at the District's convenience at any time and for any reason.
- To select a qualified respondent and negotiate an agreement and other documents based upon a response, that in the District's sole judgment, best serves the interest of the District, the residents of the District, or the region in general.
- To designate or consult with another agency, group, consultant, individual or public body to act in its place or on its behalf at any time during the term of the selection process, as is consistent with applicable law.
- To enter into an agreement with a respondent, subject to final adoption of all necessary authorizations.

Cost of Preparation

Each response and all required information pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the District, its staff, Board of Education or consultants for reimbursement for payment of costs or expenses incurred in the preparation of a response or other information related in any way to this RFP.