

REQUEST FOR PROPOSALS – Revised Dates

Central Montcalm Public School requests sealed proposals for ENERGY EFFICIENCY SERVICES INCLUDING EQUIPMENT, INSTALLATION, TRAINING, AND MAINTENANCE OF ENERGY EFFICIENT EQUIPMENT. Proposals will be received at Central Montcalm Public School Administration Office, 1480 S. Sheridan Rd., Stanton, Michigan on **December 10, 2009** at 2:00 p.m.

Upon review of proposals, Central Montcalm Public School will select a single contractor to provide energy efficiency services. It is required that if a contract is entered into as a result of this RFP, it will be a performance-based energy efficiency contract. Negotiations may be undertaken with the contractor whose understanding, qualifications, experience, technical approach, design concept, and financial terms show them to be qualified, responsible and capable of performing the services. The contract that may be entered into will be that most advantageous to Central Montcalm Public School. Central Montcalm Public School reserves the right to reject any and all proposals and to waive any irregularities or informalities.

To qualify to submit a proposal, contractors must attend the mandatory pre-proposal meeting at the Administration Office located within Central Montcalm Middle School at 1480 S. Sheridan Rd., Stanton, Michigan on **Wednesday, November 25** at **9:00** a.m. Instructions to respondents and selection criteria will be distributed at this pre-proposal conference. Note: Proposals from respondents who fail to send a representative to the pre-proposal conference will receive no consideration.

The Project Director is: ***Valerie Palethorpe, Transportation/Facilities Director, 1480 S. Sheridan Rd., Stanton, MI 48888, 989-831-2240.*** All requests for site visits must be coordinated with the Project Director.

To the extent required in this RFP, the successful contractor will be required to execute a payment and performance bond for the installation period with a surety company authorized to do business in the State of Michigan for the full amount of the performance contract. Insurance requirements shall be required as described in the Instructions to Respondents and Selection Criteria.

INSTRUCTIONS TO BIDDERS AND SELECTION CRITERIA

I. THE SELECTION PROCESS

A. Purpose

The purpose of the project is to implement an energy-savings project that will self-fund via forecasted energy savings within 10 years.

B. Timetable

Central Montcalm Public School expects to undertake the selection process described below according to the following schedule:

Respondent's Meeting and Site Visits	November 25, 2009
Submission of Proposals	December 10, 2009
Selection of Contractor	December 14, 2009

Each of these steps in the selection process is described in the sections that follow.

C. Respondent's Meeting and Site Visits

To qualify to submit a proposal, contractors must attend the required pre-proposal meeting at the Administration Office located within the Central Montcalm Middle School at 1480 S. Sheridan Rd. on **November 25, at 9:00**. Proposals from contractors who fail to send representatives to the pre-proposal meeting and site visit will receive no consideration.

Clarifications about the RFP intent and any questions about the RFP may be addressed at the pre-proposal meeting. Answers to questions at the pre-proposal meeting are for discussion only. Answers furnished will not be considered official until verified in writing by Central Montcalm Public School. Answers that change or substantially clarify the RFP will be affirmed in writing. Copies of the questions and answers will be provided to all attendees (eligible contractors) who registered at the pre-proposal conference.

D. Submission of Proposals

Interested contractors will submit proposals as described in Sections II and III below.

E. Selection Criteria

All proposals will be evaluated by a committee composed of representatives of the Central Montcalm Public School. The evaluation committee may conduct interviews with finalists to clarify information provided in the proposals. Following the evaluation the committee will recommend a contractor. Central Montcalm Public School will make a final selection based upon the evaluation committee recommendation and such other factors as Central Montcalm Public School deems to be in its best interests.

Proposals will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses:

1. Technical Approach (25%)

Preference will be given to proposals that provide a detailed and sound technical approach to meeting the Central Montcalm Public School energy efficiency objectives. Proposals should also outline the respondent's specific responsibilities for installation, operation, maintenance and repair of equipment and systems following installation.

2. Experience and Qualifications of the Respondent (20%)

Preference will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in the RFP, and providing authoritative documentation of the respondent's financial condition. Consideration will be given for experience within the existing Central Montcalm Public School facilities.

3. Customer Service (20%)

Preference will be given to proposals that clearly articulate and demonstrate the ability to provide customer service related to maintaining the performance of the installed measures throughout the term of the agreement and extending to the life of all installed systems. Proposals detailing system monitoring and service by local (within 70 miles) offices and local (within 70 miles) parts facilities will be given preference. Consideration will be given for current service relationships within Central Montcalm Public School facilities.

4. Financial Terms (15%)

Preference will be given to proposals that responsibly maximize the net economic benefit to Central Montcalm Public School and responsibly minimize the risk to the district through the proposed project. Factors that will be considered include the proposed term (length) of the agreement, the net dollar benefit to Central Montcalm Public School from implementing the project, the level of energy savings achieved in the buildings, the respondent's source(s) of financing, and the degree to which the respondent has minimized Central Montcalm Public School risk in connection with the project. Central Montcalm Public School will look favorably upon proposals that include a guaranteed level of energy savings or guarantee a positive cash flow.

5. Project Schedule - Ability to Implement Project Promptly (10%)

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including project management and the procurement of any necessary financing, in a prompt and efficient manner.

6. Customer Training (10%)

Preference will be given to proposals that demonstrate an ability to provide training to Central Montcalm Public School staff related to maximizing energy and operating efficiency and system reliability.

II. RFP PROCEDURES

A. Point of Contact

Questions concerning this RFP and the procedures for responding to the RFP should be directed to the Chief School Business Officer: ***Jill Folsom, CSBO, 1480 S. Sheridan Rd., Stanton, MI 48888, 989-831-2001***

B. Submission of Proposals

Respondent should submit an original and NINE copies of its proposal. Proposals must be received by the submission deadline of December 10, at 2:00 p.m. local time at the following address:

Administration Office
Central Montcalm Public School
1480 S. Sheridan Rd.
Stanton, MI 48888

Central Montcalm Public School will disqualify from consideration proposals received after the time and date specified above.

C. Proprietary Information

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by Central Montcalm Public School solely for the purposes of evaluating proposals and conducting contract negotiations and will not be disclosed to the public.

D. Right to Reject

In submitting this proposal, it is understood by the respondent that the right is reserved by Central Montcalm Public School to accept any proposal, to reject any and all proposals as non-responsive and to waive any irregularities or formalities when to do so is in the best interest of Central Montcalm Public School. Proposals must be submitted in the format outlined in this section, with each of the described forms and sections completed in full (excepting those sections described as optional). Respondents not utilizing this format will be considered non-responsive. Each proposal will be reviewed to determine if it is complete prior to actual evaluation.

- E. Cost of Proposal Preparation
The cost of preparing a response to this RFP, including site visits and preliminary engineering analyses, will not be reimbursed by Central Montcalm Public School.
- F. Technical Requirements
Facility analysis and savings calculations shall be performed in accordance with generally accepted engineering practices and professional judgment. All direct engineering and design work related to the installation or modification of facilities, and all installation and construction work, shall be performed by engineers and contractors respectively licensed in the State of Michigan.

III. PROPOSAL FORMAT AND CONTENTS

- A. Respondent Background and Qualifications
Section A of the proposal should contain the following information about the respondent.
1. Company Background/Qualifications. Include project team members and resumes. (Include company's current annual report)
 2. A list of references of energy conservation projects. Include contact persons and phone numbers.
 3. Outline other value-added services your corporation can provide.
- B. Technical Aspects of the Proposal
A detailed summary about the specific measures the respondent proposes to implement in the buildings (scope of work). The following are examples of type of work;
- Lighting Upgrades
 - Energy Management Modifications
 - HVAC System Upgrades
 - Water Conservation
 - Building Envelope Improvements
 - Energy audit, design and engineering
 - Other, as recommended by the Proposer
 - The total installation contract price shall separately state any possible state sales taxes and federal excise taxes, and the Proposer's representations as to whether, such state sales taxes or federal excise tax are applicable. The Owner, upon request, will provide the contractor with tax exemption numbers, but the Owner makes nor representation that this project is exempt from sales or use taxes. All taxes required by law shall be paid by the contractor.
 - 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.

C. Project Savings/Guarantee

Provide detail of the energy and operational savings derived from the project. Preference will be given to proposals that responsibly maximize the net economic benefit and that responsibly minimize the risk to the District.

Provide a complete explanation for any operational savings included in the proposal, including the overall financial effect of any operational savings.

D. Maintenance Services/Training

A description of the respondent's approach to operations and maintenance and the type of maintenance services to be included in this project. Outline training program to support the project. Also include the annual cost of any proposed service contract for preventative maintenance and for monitoring the energy savings guarantee.

E. Cash Flow Analysis

Respondents must use the following assumptions;

- 10 year term
- 4.0% financing interest rate
- 4% service escalation
- 4% utility rate escalation

Performance Bond: The qualified provider must submit to the District a performance bond in the amount of 100% of the project cost.

F. Schedule for Completion of the Project

The respondent's projected schedule for completion of the tasks and responsibilities.

G. Official Statement by Respondent

Proposal to be signed by an authorized Proposer official.

Attachment 1: Financial Information

Include your firm's most recent annual report.

Attachment II:

Include a sample contract for an energy conservation project.

IV. PROJECT TERMS AND CONDITIONS

Indemnification

All certificates of Insurance forwarded to Central Montcalm Public School by the contractor shall include a clause that shall state that the contractor shall defend, indemnify, and hold Central Montcalm Public School harmless from any and all claims and judgments to which Central Montcalm Public School may be subjected or which it may suffer or incur by reason there of.

The contractor agrees to indemnify, defend the District, its Board Members, employees, students, volunteers and agents from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, arising out of, or resulting from the negligence or misconduct of this agreement, insofar as any such loss or claim is not covered by available insurance proceeds. Central Montcalm Public School agrees to indemnify, defend, and hold the contractor harmless from any and all claims, actions, or fees, arising out of, or resulting from the negligence or misconduct of Central Montcalm Public School or its employees or other agents in connection with its activities within the scope of this agreement, insofar as any such loss or claim is not covered by available insurance proceeds. In addition, Central Montcalm Public School shall indemnify, defend, and hold the contractor harmless from any claims of its creditors to any right, title, or interest in the equipment. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities resulting from the negligence or misconduct of the other party. With respect to each party, the duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this agreement with respect to any claims based on facts or conditions that occurred prior to termination.

Bonds & Insurance

The successful bidder will be required to execute bonds with sureties acceptable to Central Montcalm Public School. One bond shall be for the faithful performance and fulfillment of the Contract and shall include protection of Central Montcalm Public School 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 Central Montcalm Public School from all liens and damages arising therefrom. Each of the bonds will be in the amount of one hundred percent (100%) of the total amount of the Contract price, through satisfactory completions of installation.

The contractor shall procure and maintain at its expense during the life the following insurance: 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 contractor will procure and maintain an Umbrella Liability insurance policy in the amount of \$2,000,000. Such insurance will protect the Contractor and shall name the District 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 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.

Standard of Service

The contractor will maintain and operate the equipment in a manner that will provide the standards of service and comfort (i.e. heating, cooling, hot water, lighting, and so forth) as described in the Technical Aspects of the Proposal.

Equal Employment Opportunity

The contractor 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.

Compliance with Law and Standard Practices

The contractor shall perform its obligations there under in compliance with any and all applicable federal, state, and local laws, rules, and regulations, including applicable licensing requirements, in accordance with all sound engineering and safety practices, and in compliance with any and all reasonable rules of Central Montcalm Public School relative to the premises. The contractor shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations there under.

Approval of Employees

Central Montcalm Public School reserves the right to approve the identity of representatives and employees of all contractors. Central Montcalm Public School shall retain the right to have any employee of the contractors removed from the project at the District's discretion.

One Year Warranty

The successful contractor shall warranty all materials and workmanship against defects for a minimum period of one (1) year from the date of completion and acceptance.