

## **REQUEST FOR PROPOSALS**

Three Rivers Community Schools requests sealed proposals for ENERGY EFFICIENCY SERVICES INCLUDING EQUIPMENT, INSTALLATION, TRAINING, AND MAINTENANCE OF ENERGY EFFICIENT EQUIPMENT. Proposals will be received at Three Rivers Community Schools Administration Office, 851 Sixth Avenue, Three Rivers, Michigan on December 2, 2009 at 2:00 p.m.

Upon review of proposals, Three Rivers Community Schools 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 Three Rivers Community Schools. Three Rivers Community Schools 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 Building located at 851 Sixth Avenue, Three Rivers, Michigan on Friday, November 13, 2009 at 3:00 p.m. Instructions to respondents and selection criteria will be distributed at this pre-proposal conference.

The Project Director is: **Steve Lucas, Director of Operations, 851 Sixth Avenue, Three Rivers, MI, 269-279-1100**. All requests for information and 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

Three Rivers Community Schools expects to undertake the selection process described below according to the following schedule:

Respondent's Meeting and Site Visits	Nov. 13 – Dec. 2, 2009
Submission of Proposals	December 2, 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 building located at 851 Sixth Av. on November 13, at 3:00 p.m.. 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 Three Rivers Community Schools. 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 meeting.

### 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 Three Rivers Community Schools. The evaluation committee may conduct interviews with finalists to clarify information provided in the proposals. Following the evaluation the committee will recommend a contractor. Three Rivers Community Schools will make a final selection based upon the evaluation committee recommendation and such other factors as Three Rivers Community Schools 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. Experience and Qualifications of the Respondent (25%)

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.

2. Technical Approach (30%)

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

3. Financial Terms (20%)

Preference will be given to proposals that responsibly maximize the net economic benefit to Three Rivers Community Schools 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 Three Rivers Community Schools 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 Three Rivers Community Schools risk in connection with the project. Three Rivers Community Schools will look favorably upon proposals that include a guaranteed level of energy savings or guarantee a positive cash flow.

4. 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.

5. Customer Training (5%)

Preference will be given to proposals that demonstrate an ability to provide training to Three Rivers Community Schools staff related to maximizing energy and operating efficiency and system reliability.

6. Customer Service (10%)

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.

## II. RFP PROCEDURES

A. Point of Contact

Questions concerning this RFP and the procedures for responding to the RFP should be directed to the project director, Steve Lucas, Director of Operations, 851 Sixth Avenue, Three Rivers, MI, 269-279-1100.

B. Submission of Proposals

Respondent should submit an original and eight copies of its proposal. Proposals must be received by the submission deadline of December 2, 2009 at 2:00 p.m. local time at the following address:

Attn: Steve Lucas, Director of Operations  
Administration Office  
Three Rivers Community Schools  
851 Sixth Avenue, Three Rivers, MI 49093

Three Rivers Community Schools 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 Three Rivers Community Schools 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 Three Rivers Community Schools 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 Three Rivers Community Schools. 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 Three Rivers Community Schools.

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.
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 building's (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.

The savings guarantee must be a utility bill comparison guarantee for all energy savings.

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% service escalation
- 4% utility rate escalation
- 4.5% interest rate
- 4% operation/maintenance savings 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 Three Rivers Community Schools by the contractor shall include a clause that shall state that the contractor shall defend, indemnify, and hold Three River Community Schools harmless from any and all claims and judgments to which Three Rivers Community Schools 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. Three Rivers Community Schools 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 Three Rivers Community Schools 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, Three Rivers Community Schools 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 Three Rivers Community Schools. One bond shall be for the faithful performance and fulfillment of the Contract and shall include protection of Three Rivers Community Schools 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 Three Rivers Community Schools 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 Three Rivers Community Schools 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**

Three Rivers Community Schools reserves the right to approve the identity of representatives and employees of all contractors. Three Rivers Community Schools 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.