

October 30, 2009

NOTICE IS HEREBY GIVEN THAT THE BOARD OF EDUCATION OF VESTABURG COMMUNITY SCHOOL WILL RECEIVE PROPOSALS UNTIL November 20, 2009 AT 3:00 P.M. AT THE OFFICE OF THE SUPERINTENDENT LOCATED AT 7188 Avenue B, Vestaburg MI48891.

THE BOARD OR ITS DESIGNEE WILL OPEN AND READ ALOUD EACH RECEIVED BID AT A PUBLIC MEETING AT THE VESTABURG HIGH SCHOOL at a special board meeting schedule for Monday, November 23, 2009. The board meeting will begin at 7:00 p.m. in the high school media center.

THE PROPOSAL WILL BE TO FURNISH A ENERGY CONSERVATION PROGRAM

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. 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.

For a copy of the RFP or more information call Don Myers, Superintendent, at 989-268-5353

REQUEST FOR PROPOSALS

COMPREHENSIVE ENERGY CONSERVATION PROGRAM

Vestaburg Community Schools (the "Owner") is requesting Proposals for the implementation of an energy conservation program (the "Program") for the high school heating updates. The scope of the Program will include equipment replacement, repair, modernization, or 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 "turn-key" Program or component(s) thereof. The Owner expects the energy conservation program to work in conjunction with the architects, construction manager, and construction companies to complete the project.

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 Proposer'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 Proposer'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 Proposer.
- E. The Owner will incur no start-up costs. Program funding must primarily come from existing budget allocations. The Owner will determine whether to finance the cost of installation of the Program from the proceeds of bonds issued by the Owner, or as part of an installment purchase contract with the Vendor, under which the cost of the Program will be offset by energy conservation and operating savings (not including staff reductions) to the greatest extent possible. The Owner will consider the recommendations of the successful Proposer as to which alternative to utilize.
- F. The project shall be complete by July 2010. Work shall be coordinated with owners' construction manager.

COMPONENTS OF PROPOSALS

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

1. Name and address of Proposer. Project team members and resumes.
2. Identify and adequately describe all proposed energy conservation measures.

Attached is a potential Scope of Work, including indication of energy conservation measures the Owner prefers to have analyzed and potentially included in the Proposal. If an energy conservation measure is not included in the Proposal, please explain why.

3. A detailed summary of the costs of the energy conservation measures by building and by category, stressing uniformity and centralization, and including the identity of

proposed equipment manufacturers, make and model, and the costs of the work to be performed, such as:

- (a) Energy Management System
- (b) HVAC System Modifications
- (c) Fenestration Improvements and Entrance/Exit Closures
- (d) Water Conservation
- (e) Energy audit, design and engineering
- (f) Other, as recommended by the Proposer
- (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.

- (i) 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

4. 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.

5. Guaranteed energy conservation savings. Proposer must include in its bid the information required by MCL 380. I274a(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.

6. 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 Proposer.

7. 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.

8. Training program outlines and costs.

9. Cash flow analysis.

10. 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.

11. Assurance that all work will be performed in accordance with all applicable codes.

12. The Proposer is encouraged to propose various Program, guarantee, or financing alternatives. Provided, however, the Proposer 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 Proposer propose any alternatives.

13. Provide Program management responsibility and a detailed Program completion schedule.

14. Names and resumes of the persons who will be assigned to the Program.

15. A list of references of similar size programs the Proposer has completed within the last three years. Include contact persons and phone numbers.

16. Credit information and references.

17. Proposal to be signed by an authorized Proposer official.

18. The cost to provide a bond guaranteeing the proposed energy cost savings for the duration of the contract.

19. 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.

20. 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.

21. Any other offerings and/or service.

INSTRUCTIONS AND TERMS FOR SUBMITTING PROPOSALS

The Proposer shall submit one original of its Proposal. Proposals shall be sealed and clearly labeled "Performance Contracting RFP." Proposals are due at 3:00 p.m. local time on Friday, November 20, 2009, at the following address:

Superintendent's Office

Vestaburg Community Schools

7188 Avenue B

Vestaburg, MI 48891

Any Proposal may be withdrawn or modified by written request made by the Proposer, 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.

The cost of preparing a response to this RFP, including site visits, detailed energy analysis and engineering studies, are the Proposer'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.

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The Proposer 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:

Don Myers, Superintendent

989-268-5353

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").

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.

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. The Owner encourages the use of local contractors if appropriate. 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.

ATTACHMENT

POTENTIAL SCOPE OF WORK:

- (a) Energy Management System
- (b) HVAC System Modifications
- (c) Fenestration Improvements and Entrance/Exit Closures
- (d) Water .conservation
- (e) Energy audit, design and engineering
- (f) Other, as recommended by the Proposer
- (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