

BIG RAPIDS PUBLIC SCHOOLS
REQUEST for PROPOSAL
ENERGY EFFICIENCY PROJECTS
on a
PERFORMANCE CONTRACTING BASIS

DATE 11/21/2006

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REQUEST FOR PROPOSAL

ENERGY EFFICIENCY PROJECTS ON A PERFORMANCE CONTRACTING BASIS

Big Rapids Public Schools is requesting proposals for the implementation of energy efficiency projects on a performance contracting basis. The scope of the project will include equipment replacement or repair, modernization, preventive maintenance and training. 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 management program.

The goals of the project are:

1. Provide comprehensive energy services for the Big Rapids Public Schools that may include installation of energy saving equipment and materials. The specific nature of this equipment and material is left to the Vendor's judgment but must be clearly identified in your proposal.
2. Provide a more comfortable environment for building occupants. This may include, but are not limited to, repair or modernization of existing heating, ventilation, air conditioning, lighting or HVAC services. The specific nature of repair or modernization is left to the Vendor's judgment but must be clearly identified in your proposal.
3. Provide training programs for district personnel that may enhance the overall efficiency of operations.
4. Big Rapids Public Schools will incur no start-up costs. The successful vendor will provide a financial package that will allow monthly payments over a specified term. Program funding must come, to the greatest extent possible, from existing budget allocations.
5. Guaranteed savings that will assure the Owner that program costs will be offset by utility and/or operational savings.

COMPONENTS OF PROPOSALS

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

1. Name and address of firm.
2. Project team and resumes.
3. Performance Contracting and Project Management Plan.
4. A detailed summary, including costs and savings, of the work to be performed by category:
 - A. Lighting Upgrades
 - B. Energy Management System
 - C. HVAC System Modifications
 - D. Fenestration Improvements
 - E. Water Conservation
 - F. Other Improvements
5. Preventative Maintenance Program.
6. Training program
7. Cash flow analysis.

8. Guaranteed savings and methodologies.
9. A list of five references of similar size projects your firm has completed within the last five years in the Michigan K12 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.
12. Other offerings and services.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Respondents shall submit an original and ten (10) copies of their proposal. Proposals shall be sealed and clearly labeled "Performance Contracting RFP". Proposals are due at 9:00 A.M. local time on Wednesday, December 6, 2006 at the following address:

***Big Rapids Public Schools
Mark R. Klumpp – Assistant Superintendent
Administration Office
21034 15 Mile Road
Big Rapids, Michigan 49307***

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.

Respondents shall submit a bid bond in the amount of 5% of the total costs associated with the project.

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.

Questions regarding this RFP shall be directed to: Mark R. Klumpp – Assistant Superintendent.

INSURANCES

The successful vendor shall procure and maintain during the life of the agreement the following insurance coverages 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-insureds, 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.

LIMITATION OF LIABILITY

Vendor shall not be liable under this Agreement in an excess of its primary general comprehensive policy limits. Neither Vendor nor the Owner will be responsible to the other for any special, indirect, or consequential damages arising in any manner from the Work or Services. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party.

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.

FAMILIAL RELATIONSHIP

All bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the bidder and any member of the Board of Education of the School District or the Superintendent of the School District. The Board of Education shall not accept a bid that does not include a sworn and notarized familial relationship disclosure statement.

VENDOR ACKNOWLEDGMENT OF RFP REQUIREMENTS

The undersigned declares that he/she has carefully examined the instructions and specifications contained herein and will furnish said items for the price set forth in your sealed proposal.

Name of Company: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Representative/Title: _____

Signature: _____

Date: _____