

**ECORSE PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS/BIDS**

**for**

**ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS**

**ON AN ENERGY SAVING PERFORMANCE CONTRACTING BASIS**

**PURSUANT TO MCL 380.1274a**

**February 02, 2018**

NOTICE IS HEREBY GIVEN THAT THE SUPERINTENDENT OF ECORSE PUBLIC SCHOOLS WILL RECEIVE SEALED BID PROPOSALS UNTIL MARCH 21, 2018 AT 3:00 p.m EST AT THE SUPERINTENDENT'S OFFICE OF THE ECORSE PUBLIC SCHOOLS LOCATED AT 27225 WEST OUTER DRIVE, ECORSE, MICHIGAN 48229. THE BOARD OR ITS DESIGNEE WILL OPEN AND READ ALOUD EACH RECEIVED BID AT A PUBLIC MEETING AT 6:00 p.m. AT THE:

BOARD OF EDUCATION MEETING  
ECORSE PUBLIC SCHOOLS  
WEST OUTER DRIVE, ECORSE, MICHIGAN 48229

**THE PROPOSAL WILL BE TO FURNISH A ENERGY SAVING CAPITAL IMPROVEMENTS PROGRAM ON AN ENERGY SAVING PERFORMANCE CONTRACTING BASIS PURSUANT TO MCL 380.1274a**

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 Project components by component, group of components, or total Project, 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. Each and every bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the firm submitting the Proposal and the Superintendent of Ecorse Public Schools or any member of the Board of Education. The bidder, by submission of its bid, releases Ecorse Public Schools and its board, officers, employees and agents from any claims arising out of or related to the bid process and the selection of a contractor. Furthermore, the bidder, by submission of its bid, waives the right to contest the award of a bid in any fashion. For a copy of the RFP, to set up a site visiting or for more information call Superintendent at (313) 294-4750.

**ECORSE PUBLIC SCHOOLS  
REQUEST FOR PROPOSAL**

**ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS ON A  
PERFORMANCE CONTRACTING BASIS**

Ecorse Public Schools is requesting proposals for the implementation of energy saving and other capital improvement projects on a performance contracting basis. 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 capital improvements program, which in accordance with MCL 380.1274a, will be paid for by existing budget allocations.

The goals of the Project are:

1. Provide a comprehensive program for Ecorse Public Schools that may include installation of energy saving capital improvements. The specific nature of the capital improvements is left to the Vendor's judgment but must be clearly identified in your proposal.
2. Provide a more functional and comfortable environment for building occupants through implementation of capital improvements on a performance contracting basis. This may include, but are not limited to, repair or modernization of existing heating, ventilation, air conditioning, lighting, and water conservation improvements. The specific nature of repair, and/or modernization is left to the Vendor's judgment but must be clearly identified in your proposal.
3. As required in MCL 388.851, the Vendor shall provide all services identified under 1937 PA 306 that may be performed by an architect or engineer, construction manager/general contractor including supervisory services, provided that the specifications for the Project shall be generic in character and, to the extent possible, shall not include proprietary equipment or technology developed by the Vendor or in which the Vendor has an interest. The architect/engineering services can only be performed by the performance contracting Vendor to the extent that the Vendor is providing capital improvements and services on a performance or guaranteed basis.
4. Ecorse Public Schools will incur no start-up costs. The successful vendor will provide a financial package that will show net benefits to the district over a fifteen year period. It is the intention of Ecorse Public Schools that capital improvement and program funding will come from existing budget allocations. Any applicable training, operational and/or maintenance services as part of the performance contract must come from savings generated from improvements.
5. In accordance with MCL 380.1274a, all energy savings in this project must be guaranteed according to the International Performance Measurement and Verification Protocol (IPMVP), published in January 2001, as amended. Baseline data and assumptions will be agreed upon by the Owner and the successful Proposer. All guarantees are to be provided by the performance contracting Vendor. No third party guarantees will be accepted.
6. Vendor shall provide training programs for Owner's employees and/or personnel that enhance the overall efficiency of energy consuming operations within the Owner's facilities.

## COMPONENTS OF PROPOSALS

All proposals submitted must contain the following information in the order requested. All of the following shall be included in the stated price for the Project as identified in the Vendor's response:

1. Corporate background, name and address of firm.
2. Project team and resumes.
3. Project management plan and corresponding schedule and responsibilities.
4. A detailed summary of the work to be performed by building in the following categories:
  - A. Lighting Upgrades
  - B. Energy Management System
  - C. HVAC System Modifications
  - D. Building Envelope/Fenestration Improvements
  - E. Water Conservation
  - F. Energy audit, design and engineering
  - G. Other Improvements
  - H. 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 Project are included in its proposed Contract price, unless otherwise specified in its proposal
5. Preventive maintenance program description
6. Training program description
7. Business case analysis
8. Guaranteed energy conservation savings. Proposer must include in its bid the information required by MCL 380.1274a. Provide information, in sufficient detail to allow for informed analysis, as to the amount of energy savings predicted to result from the Project. Provide measurement in energy units and dollars. Provide methodologies for calculating guaranteed energy savings. 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. Such information required under this section shall include:
  - A detailed breakdown of the energy performance savings to be derived each year and for the duration of the energy saving performance contract (the "Contract")
  - A description of the guaranteed energy use savings and tasks to be performed under the Contract

- The combined total net cost of all of the energy conservation measures in the project.
  - The projected energy savings and operating and maintenance cost savings resulting from the Project. The Proposal shall specifically identify non-measured savings and measured savings and state each as a percentage of the total guaranteed savings.
  - The useful life of each energy conservation measure
  - The simple payback period
9. Certification that measurement and verification techniques for determining cost savings will be performed in accordance with the protocols promulgated by the International Performance Measurement and Verification Protocol, Inc., now known as Efficiency Value Organization.
  10. A detailed description of how your firm would plan for, and the cost methodology for, the removal of asbestos or other material injurious to health for school facilities and whether that cost for doing so is excepted from the pricing otherwise submitted in the bid. The detailed description should also include your firm's plan to determine whether any such removal will be necessary to the extent not already know.
  11. A proposal of one or methodologies to be used to finance the proposed energy saving capital improvement projects.
  12. A summary and explanation regarding whether your firm's bid includes work necessary for the District to comply with either of the following statutory requirements:
    - a. [MCL 380.1274a(7)] If energy conservation and operational improvements to school facilities are made by a school district or intermediate school district as provided in this section, the school board or intermediate school board shall determine the following information and shall report the following information to the state treasurer within 60 days after the completion of the improvements:
      - (i) Name of each facility to which an improvement was made and a description of the energy conservation and operational improvements to school facilities.
      - (ii) Actual energy consumption during the 12-month period before commencement of the improvement.
      - (iii) Project costs and expenditures, including the total of all lease payments over the duration of the lease-purchase agreement.
      - (iv) Estimated annual energy savings, including projected savings over the duration of the installment contract.
    - b. [MCL 380.1274a(8)] If energy conservation and operational improvements to school facilities are made as provided in this section, the school board or intermediate school board shall report to the state treasurer by July 1 of each of the 5 years after the improvements are completed the actual annual energy consumption of each facility to which improvements were made. The forms for the reports required by this section shall be furnished by the state treasurer.
  13. If you are proposing to perform the work pursuant to an installment contract, provide the format for such installment contract and any corresponding required documents, such as, a security interest, payment schedule. If the bidder is proposing the work be performed to some other contractual

arrangement please provide the form for same and any corresponding requirement documents, such as a payment schedule.

14. Describe whether your bid is based on (a) a guarantee and if so describe the guarantee and whether it is bonded or not or (b) a performance basis and if so describe it.
15. Information regarding whether there is a deadline by which your bid must be accepted by the District or else your bid will no longer be valid.
16. 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.
17. Assurances that all work will be performed in accordance with applicable laws, codes and regulations.
18. Credit information and references including primary bank, two large suppliers, and the latest audited annual financial report. Financial information provided is required to be for the firm who is responding to the RFP and thus the firm that will hold the contract with the school district. Information for affiliates, partners, subcontractors or others' financials will not be accepted.
19. Proposal to be signed by an authorized company official and must contain sworn and notarized testimony that there is not a familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or Superintendent of Ecorse Public Schools.
20. Provide information and/or documentation listing any additional qualifications or certifications held by the Vendor, including qualifications of the State of Michigan, United States Department of Energy certifications including whether the contractor is NAESCO Accredited, and LEED Certification.
21. Other offerings and capabilities.

## **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

Respondents shall submit an original and seven (7) copies of their proposal. Proposals shall be sealed and received by March 21, 2018, no later than 3:00 pm EST at the following address:

Ecorse Board of Education  
Attn: April Ackerman-Miller  
27225 W. Outer Drive  
Ecorse, MI 48229

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, however the Owner makes no representation that the winning bidder may utilize such information to avoid Michigan sales tax. All other taxes required by law shall be paid by the successful Vendor.

Respondents shall submit a bid security 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 120 days. Submittal of an un-withdrawn bid shall constitute a presumption that all aspects of the Scope of Work are included in that bid.

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

The Owner reserves the right to reject any or all proposals, to award the contract to other than the lowest responsible bidder (determined in the sole discretion of the Owner), 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.

Acceptance of any bid or the award of any bid does not constitute a contract. Any bid is subject to a final contract acceptable to the Owner.

By submitting the bid the bidder is warranting and representing the bidder is willing to be bound by the terms and conditions specified herein.

Questions regarding this RFP shall be directed to: Superintendent at (313) 294-4750.

## **CONTRACT REQUIREMENTS**

References to “Contract” in this RFP mean the Contract with a Vendor for installation/implementation of the Project by the Vendor resulting from the Owner’s formal, Board-authorized acceptance of the Proposal of the successful Proposer (the “Vendor”).

### **INSURANCES**

The successful Vendor shall procure and maintain during the life of the agreement the following insurance coverage 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 \$5,000,000 each occurrence. Such insurance will protect the Vendor and shall name the Owner and the Project site as additional or co-insured’s.

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 \$5,000,000 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. The successful bidder shall also have a minimum of \$1,000,000 aggregate on company vehicles.

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. The successful bidder shall provide evidence of insurance coverage within ten (10) days of award. In no event shall a successful bidder commence work on the Project without having provided an applicable certificate of insurance.

### **BONDS**

In compliance with Act 213, Public Acts of Michigan, 1963, as amended, 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 Contract price, through satisfactory completion of installation.

### **SUBCONTRACTING**

In the execution of the contract it may be necessary for the Vendor to sublet part of the work to others. The Vendor shall inform the Owner as to which subcontractors will be used. Subcontractors used 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 agreement shall create any contractual relationship between any subcontractor and the Owner. The Vendor shall not assign, transfer, convey, or otherwise dispose of this RFP and the contract entered into between Owner and the successful Vendor, 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. 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, whether directly or through a third party. The Vendor also shall secure on behalf of the Owner an irrevocable license to use any and all software necessary to operate the improvements provided through the Project as designed and intended.

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 WARRANTY**

The successful Vendor shall warranty all materials and workmanship shall be free from defects arising from normal usage for a minimum period of one (1) year from the date of final completion and acceptance. The successful Vendor shall assign all third party warranties to the Owner.

### **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.

#### **FINANCING, CONTRACT PRICE AND PAYMENT TERMS**

The contract price shall be paid to the successful Vendor based upon percentage completion and not a fixed monthly payment schedule. No more than forty percent (40%) of the total contract price shall be required prior to commencement of work as a mobilization fee or otherwise. The contract shall require a five percent (5%) retainage to be paid upon final completion of the project as evidenced by Owner's execution of a certificate of final completion.

#### **OTHER TERMS AND CONDITIONS**

Vendor agrees that the terms of this RFP shall constitute terms of the final contract, but not all of the terms of the final contract, subject to the review and acceptance of the Owner. Any changes to the terms of this RFP or to a response to this RFP must be made upon mutual agreement between the Vendor and the Owner. The Owner shall not be bound by any terms and conditions of agreement with Vendor until Owner has accepted all terms and conditions of a final contract acceptable to Owner.