

**HEMLOCK PUBLIC SCHOOLS**

**REQUEST FOR PROPOSAL  
(RFP) 2017**

**FOR**

**ENERGY EFFICIENCY**

**REQUEST FOR PROPOSALS SUBMITTAL DEADLINE  
Friday, November 10, 2017**

**SUBMIT TO**

**Hemlock Public Schools  
200 Wilson Street  
Hemlock, MI 48626**

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## SECTION 1

### PURPOSE AND SCOPE OF RFP

#### 1.1 Background

Hemlock Public Schools is a public school district located in Hemlock, MI with 4 school sites and over 1,200 students.

The District proposes to address as many energy efficient, renewable energy opportunities and infrastructure upgrades as practical in its facilities through the implementation of various eligible projects ("the Projects") as part of an Energy Savings Performance Contract ("ESPC").

The intent of the Request for Proposal (RFP) is to solicit qualification proposals from NAESCO and Federal IDIQ accredited Energy Service Companies (ESCOs). For the purpose of this RFP, "ESCO" refers to any company listed by NAESCO that is qualified to provide a turnkey energy conservation program that includes all services needed by Hemlock Public Schools. Responses to this RFQ shall describe the ESCO's capability to identify the need for, design, install, maintain, monitor, and arrange the financing of a large-scale, comprehensive energy-conservation program.

The District's intention is to identify and select a well-qualified ESCO, through competitive means, to perform the scope of work, prepared by the District. Through this Request for Proposal (RFP) the District is seeking proposals from the selected qualified ESCO for implementation of projects at four (4) sites within the Hemlock Public Schools. For the Project, the ESCO will be responsible for ensuring compliance with the revised school code of the State of Michigan. An implementation contract will be negotiated with the selected ESCO of the RFP process for performance of the scope of the Projects. **The firm whose proposal represents the best value to the District will be selected for the implementation of the scope of work for this project.** The Hemlock Public Schools' Board of Education will ultimately approve the award of the contract to the selected ESCO for this project. Hemlock Public Schools reserves the right at its sole discretion to not move forward with the Projects at any time during this process. The list of schools and school maps are included in the attached Exhibit "A" of this RFP.

The final Scope of Work will be negotiated with the successful Proposer and will be determined before a contract is signed.

#### 1.2 RFP Response

Responses to this RFP must be submitted in writing and signed by an authorized representative of the respondent. Hemlock Public Schools reserves the right to deem any proposal as non-responsive and to give it no further consideration. Hemlock Public Schools also reserves the right to request clarification and/or additional information from any respondent. The participating firms in this solicitation shall submit a complete response, on the forms provided in the attached Exhibit "C", by the date and time specified in Section 2, Schedule of Events. The proposals will be publicly opened and the responses will be evaluated by Hemlock Public Schools staff.

**RFP responses shall be submitted in accordance with the instructions and the format contained in this RFP.** Responses or partial responses and modifications thereof received after closure time specified will not be considered.

1.3 Right of Refusal

Hemlock Public School District retains the right to refuse any and all proposals in part or whole.

**SECTION 2  
SCHEDULE OF EVENTS**

<u>Action</u>	<u>Date</u>
Release of RFP	10/11/2017
Mandatory Job Walk @ 9:00 am EST	10/18/2017
Last Day to Submit Written Questions at or before 5:00 pm EST <i>(Questions received after this date and time may not receive a written response).</i>	11/01/2017
District's Written Response to Questions	11/9/2017
RFP Response Due at or before 2:00 pm EST (Bid Opening) <i>(RFP Responses received after this date and time will not be accepted).</i>	11/10/2017

Responses to the RFP are due no later than **2:00 pm EST on Friday, November 10, 2017.**

Responses submitted after this date and time cannot be accepted, and responses that are incomplete or do not conform to the requirements of this RFP will not be considered. Responses shall consist of one (1) signed original and three (3) printed copies of submittals and a PDF file saved on a flash drive. Also, respondents that fail to attend the Mandatory Job Walk shall be ineligible to respond to this RFP. All due dates mentioned above are provided for planning purposes and are subject to change by the district with 24 hours prior notice.

All responses and other materials submitted in response to this RFP shall become the property of the District. A firm may at any time withdraw its response by providing a written request for withdrawal to the District. At any time prior to the deadline for submittal of responses specified in this RFP, a firm may modify its response by submitting the modified response together with a written request to withdraw the original response and replace it with the modified response.

**SECTION 3  
RFP INSTRUCTIONS AND GENERAL PROVISIONS**

3.1 Questions Regarding RFP and Point of Contact

Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be requested in writing no later than the date indicated in the Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all responding firms. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

Don Killingbeck  
Superintendent  
Hemlock Public School District  
Planning and Facilities



3.2 Errors and Omissions

If, prior to the date fixed for submission of RFP Response, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, or any of its exhibits and/or appendices, or believes that this RFP is unfairly restrictive, the respondent shall immediately notify the District of such error in writing and request a modification or clarification of the document. Modifications will be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice to the firms who have been furnished an RFP. The District will not divulge the source of the request.

3.3 Addenda

The District at its discretion may, at any time, issue one or more addenda to this RFP and the District will post such addenda on the official District website at [www.hemlockps.com](http://www.hemlockps.com) and it will be the responsibility of each firm to obtain this information from the web site. Each firm is solely responsible for and must, in its response, acknowledge each addendum that it has received. The District in no event shall be responsible or liable for any failure of a firm to receive any such addendum.

3.4 Acceptance and/ or Cancellation of the Solicitation

The District will determine which, if any, Proposal is in the District's overall best interest to accept. The District may request any or all respondents to participate in a presentation and/or interviews in regard to their qualifications and or Proposals. This solicitation does not obligate Hemlock Public Schools to enter into an agreement. The District retains the right to cancel this RFP at any time for any reason. The District also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any cost incurred in the preparation or submission of response to this RFP

3.5 Delivery of RFP Response

Each responding firm is responsible for the means of delivering the RFP response to the appropriate District office on time. Delays due to any conditions will be the responsibility of the responding firm. Responding firms must provide a minimum of one (1) original hardcopy (marked as such), three (3) copies and one (1) electronic copy on a flash drive. **LATE, FAXED OR E- MAILED PROPOSALS WILL NOT BE ACCEPTED.**

The RFP Response shall be sealed and received in the Administration office, attention Mr. Don Killingbeck at the following address no later than the time indicated on the date specified in Section 2, Schedule of Events:

**Don Killingbeck  
Hemlock Public Schools  
200 Wilson Street  
Hemlock, MI 48626**

3.6 Withdrawal of RFP Response

An RFP Response may be withdrawn after it is received by the District by written or facsimile request signed by the responding firm or authorized representative, prior to the time and date specified for RFP response submission. An RFP response may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

- 3.7 RFP Responses Become the Property of District  
RFP responses become the property of Hemlock Public Schools and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. The District reserves the right to make use of any information or ideas contained in the RFP response.
- 3.8 Award of Contract  
The District reserves the right to reject any and all RFP Responses and to award a contract to the responding firm, whose RFP Responses best complies with all of the requirements of the RFP documents and any addenda and represents the best value to the District.
- 3.9 Execution of the Agreement  
The planning and construction Agreement shall be signed by the successful firm and returned to the District within **ten (10)** calendar days from receipt of the Agreement. The Agreement is not effective until approved by the appropriate District officials. Any work performed prior to receipt of a fully executed Agreement shall be at the firm's own risk.
- 3.10 Failure to Execute the Agreement  
Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the District may award the Agreement to the next qualified Proposer.
- 3.11 Contract Time  
The program overall schedule is attached to Exhibit "D". It is expected that the successful proposer will submit a master schedule that complies with the attached program overall schedule duration, except for the agency review time that is shown as an allowance. The agency review time's impact on the overall schedule will be evaluated after procurement, and an appropriate time adjustment will be made with no cost impact to the District or the ESCO. It is expected that the successful proposer will commence performance of the scope of the work (as defined in the contract documents attached to Exhibits A, B, C and D) on the date that is stated in the District's Notice to Proceed. The proposer shall achieve Completion of each phase of the work in accordance with the submitted and approved master schedule. Contractor's master schedule shall comply with the program's overall schedule attached to Exhibit "D".
- 3.12 Additional Provisions and Submittals  
Proposers are advised that any subsequent contract executed as a result of this solicitation shall be subject to all applicable statutory, regulatory and policy requirements of the District. The successful Proposer will be expected to complete and submit upon request additional documentation in compliance with the District's policies and regulations. **Proposer to submit proposal by filling out tables presented in Section 6 of the RFP and the Bid Form attached to Exhibit "C".**



## SECTION 4 QUALIFICATION REQUIREMENT

This RFP is the first step in the procurement process. Proposals shall be accepted from the ESCO that are both NAESCO and IDIQ Certified. This is competitively negotiated best value procurement. The District reserves the rights to award a contract without negotiation.

## SECTION 5 EVALUATION AND SELECTION CRITERIA

### 5.1 Introduction

Responses to this RFP will be reviewed and evaluated by an evaluation committee comprised of District's employees and/or consultants selected by District, at its sole discretion. All submittals shall be reviewed to verify that Proposer has met the requirement set forth in Section 4 and other requirements of this RFP. RFP responses that do not meet these requirements will be rejected and removed from further evaluation.

### 5.2 Evaluation Criteria

The evaluation committee will assign points up to the values indicated for each evaluation criteria noted below with maximum of 100 points overall. The intent is to select that contractor that represents the best value to the District.

#### 5.2.1 Compliance with this RFP (25 Points)

Structure the Proposal to comply with the requirements of this RFP. **Score between 0 to 25 points will be given to the proposers for this category.**

#### 5.2.2 Pricing and required certifications (25 points)

Points will be assigned based on respondents having the required certifications. Pricing and suggested scope will be reviewed and District reserves the right to award points, as they feel necessary. **A score up to 25 points will be given to proposers for this category.**

#### 5.2.3 Proposed Program Team's Experience (25 Points)

This includes positions included in section 6.4. In addition to the information previously submitted in the RFQ, include resumes for the actual team members who will be working with the District on this project. List the experience of each team member and examples of each member successfully completing construction projects for K-12 energy projects. List the work to be self-performed and list any sub-contractors to be used. Points will be assigned on the strength of the proposed team. **A score up to 25 points will be given to proposers for this category.**

#### 5.2.4 Design and Construction Approach and Philosophy (25 points)

Points will be awarded on the District's evaluation of the previously submitted RFQ Section 6 and submitted information not previously considered contained in Section 6 of this RFP. In addition to the response given in the RFQ Section 6.2 list any additions or subtractions you would suggest from the Scope of Work defined in the Audits along with rationales for each. **A score up to 25 points will be given to proposers for this category.**

## SECTION 6

### CONTENT AND FORMAT OF RESPONSE TO RFP

#### 6.1 Introduction

To be considered responsive to this RFP, Proposer shall submit a response in the format identified in this section and in accordance to the documents provided in the attached exhibits. All requirements and questions in the RFP shall be addressed and all requested data should be supplied. The District reserves the right to request additional information which, in the District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

#### 6.2 Delivery of RFP Responses

RFP response must be received in the Administration offices no later than the date and time indicated in Section 2, Schedule of Events, of this RFP. The Proposer is responsible for the means of delivering the RFP Response to the appropriate office on time. Delays due to any and all reasons will be the responsibility of the Proposer.

**LATE RFP RESPONSES WILL NOT BE ACCEPTED.**

#### 6.3 Preparation

**RFP Responses** should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on completeness and clarity of content.

#### 6.4 RFP Response Format

RFP Responses shall adhere to this required format for organization and content. The Response must be minimally divided into the individual sections listed below, indexed, and tabbed. Responses may contain additional sections or subsections as necessary to present response content in a concise and logical manner. The Section Tabs and Table of Contents, bid form, and other contract documents included in the attached exhibits will not be included in the page count. **No Appendix, just content presented in the following sections will be evaluated:**

##### 6.4.1 Section 1: Cover Letter (maximum of 2 pages)

The cover letter should provide a summary of the information presented in the proposal, names and telephone numbers of persons authorized to provide any clarification required, and a statement accepting the terms of this solicitation or noting specific exceptions taken. The cover letter should also be signed by an authorized representative of the ESCO.

##### 6.4.2 Section 2: Introduction

###### **Table of Contents**

The ESCO's proposal should include a Table of Contents referencing each section of this RFP.

###### **Executive Summary**

The ESCO will provide an Executive Summary highlighting the ESCO's unique qualifications and capabilities for this project as well as any pertinent corporate information. Please also state in your executive summary if your firm is an accredited member of NAESCO and IDIQ.

##### 6.4.3 Section 3: Scope of Work

6.4.3.1 Confirm your ability to perform the work in delivering the project for the Scope of



Work attached to Exhibit "A" under A-1.

- 6.4.3.2 Describe any exceptions taken with the Scope of Work or other section of this document attached in Exhibit A, B, C and D of RFP.

Final Scope of Work will be negotiated with the successful Proposer and will be finalized before a contract is signed.

6.4.4 Section 4 – Project Approach

- 6.4.4.1 Describe ESCO approach to project management including: coordination with subcontractors, division of responsibility among project staff, and interaction with District representatives.

6.4.5 Section 5 – Project Personnel

- 6.4.5.1 Provide resumes for all individuals who have a role in this project. Also provide an organizational chart of the ESCO participants listed in the proposal and their responsibilities in the program. This chart should show the company and personnel responsible for each phase of the project, lines of authority and relationship of subcontractors.

6.4.6 Section 6 – Safety Record and Ability to Safely Work on K-12 School Sites

- 6.4.6.1 Summarize your firm's safety program and OSHA practices.  
6.4.6.2 Describe your firm's safety practices for working on K-12 school sites.

6.4.7 Section 7 – Equipment and Training

- 6.4.7.1 Describe any relationships with manufacturers of energy equipment, including those manufactured by the respondent or listed subcontractors.  
6.4.7.2 Outline any training proposed as part of the project including the subject, duration and location of training.  
6.4.7.3 Describe any customer support programs provided in the project including the availability, duration and services provided. If the ESCO proposes a maintenance program, information must be provided detailing services provided and terms of contract, if any.

6.4.8 Section 8 – References

- 6.4.8.1 Provide information on three (3) performance contracts installed within the past 5 years.  
6.4.8.2 Provide information on three (3) additional performance contracts with at least three (3) years of Option C savings.

References shall include:

- Customer Name
- Name and Telephone Number of Contact
- Brief Description of the Project
- Project Beginning and Ending Dates
- Specific ECMs installed
- Project Cost and Savings

6.4.9 Section 9 – Project Non-Performance

6.4.9.1 Provide a complete list of all projects that in the last 15 years:

- Have canceled or non-appropriated a performance contract with the respondent (list reason); or
- Have past or pending lawsuits or litigation regarding a performance contract with a customer (list reasons); or
- Have been reimbursed for non-performance on guaranteed savings; or
- Have past "out of court" settlements regarding a performance contract (list reasons).

6.4.9.2 In addition to litigation, please provide a complete list of all projects nationwide where there was either a criminal indictment or a conviction relating to the conduct of a performance contract. This includes officers and representatives of the company, as well as public officials connected with the project.

6.4.9.3 If any of the above does not apply, provide an acknowledgment letter stating each that does not apply, signed by an officer of the respondent company. (Please include title of company officer). Failure to provide accurate and complete information as requested is grounds for disqualification.

6.4.10 Section 10 – Energy Savings

6.4.10.1 Provide a textual and numerical description of the normal method used to establish baseline energy use in individual buildings and facility-wide. Describe the method used to justify variances between the baseline consumption and actual annual consumption. Variances between baseline energy consumption/cost and actual energy consumption/cost can be attributed to changes in the unit price of energy, rate schedules, weather, occupancy, building utilization and building size, etc. Please also include examples of savings for 3 customers each with 3 years of whole meter Option C guaranteed savings reports include a sample guarantee contract in the Appendix to this response. Failure to include a sample contract and Option C reports will be viewed as unresponsive. Respondents must show calculations and formulas in this section **and** document where those calculations are to be found in the sample contract.

6.4.11 Section 11 – ESCO Financial Information

6.4.11.1 The ESCO shall include the company's annual report, audited financial statements or equivalent from the most recent, complete year.

6.4.11.2 ESCOs shall also provide information documenting source(s) and levels of financing (e.g. a letter from a financial institution describing a relationship with the ESCO, a statement of public holdings, etc.)

The District may, during the course of the evaluation process, request additional financial information to supplement and clarify the information provided in this response.

**6.5     Cost and Pricing**

**6.5.1     Section 1: Pricing for the Scope of Work**

Please refer to the scope of work and the school site maps in the attached Exhibit "A" for preparation of the proposed cost that to be inserted in the following table and the grand total to be inserted in the attached Bid Form in Exhibit "C": (The proposed cost shall include all cost associated with this project including but not limited to Design, Installation, O&P, Insurances, Bond, etc.)

Project/ School sites	Proposed Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Grand Total	\$

**END OF SECTIONS**



EXHIBIT "A"

A-1. LIST OF PROJECT SITE

A-2. SCHOOL MAP

EXHIBIT "B"

B-1. CERTIFICATE AND MEMORANDUM OF INSURANCE

EXHIBIT "C"

C-1. SAMPLE AGREEMENT



**EXHIBIT "D"**

**D-1. PROGRAM OVERALL SCHEDULE**

Activity	Duration (days)
Notice to Proceed to ESCO (D-B C)	1
Design Development (DD) by D-B C	30
District review of DD	10
Construction Documents (CD) by D-B C	30
Constructability review/District review of CD	10
Construction Notice to Proceed	1
Construction by D-B C	70
Close out	30