



Branch District Library
Coldwater Branch

Energy Savings Capital Improvements
Request for Proposals

December 27, 2011

Notice is hereby given that the Branch District Library in coordination with the Coldwater BPU is issuing a Request for Proposals to provide qualified contractors with sufficient information to enable them to prepare and submit proposal for consideration. The design build energy conservation project consists of but is not limited to the following:

- Mechanical Improvements/Upgrades
- Building Controls
- Building Envelope Improvements
- Lighting Controls
- Etc.

The Branch District Library is seeking contractors to identify, design and install energy saving improvements within the areas outlined above. All proposals must include detailed description of the project, the investment cost, engineered energy savings, estimated utility rebate(s), simple payback and ROI calculations. Contractor shall also coordinate and handle submitting all necessary documentation needed for applicable utility rebates associated with the project.

Sealed Proposals: Contractor shall deliver an original copy and (2) additional copies (one copy unbound suitable for photocopying) to the following address:

Coldwater Board
of Public Utilities
Attn: Bob Granger

One Grand Street
Coldwater, MI 49036

By (Time): 2:00 pm

On (date): February 3, 2012

All proposals shall be clearly marked in a sealed envelope “**SEALED RFP – Public Library Energy Project Proposal**”

Please direct all questions regarding this RFP to Bob Granger at 517-279-6910. The mandatory pre-bid meeting and walkthrough will be held at the public library building at 10:00 am January 16, 2012

Thank you for your interest.

The Branch District Library (“BDL”) is requesting proposal for the design and implementation of energy saving capital improvements to the Coldwater Branch Library. The BDL’s objective in issuing this Request for Proposal (“RFP”) is to obtain competitive bids by which it can select a contractor/vendor (“Contractor” or “Vendor”) to design and manage the implementation of a turn-key project.

The goals of this project are the following:

1. Implement a project that helps reduce the ongoing cost of operating the Coldwater Branch Library through energy cost savings and operational savings.
2. Provide a more functional and comfortable environment for the building occupants.
3. Replace and/or retrofit aging equipment throughout much of the building.
4. Utilize rebate dollars that are available from the utility companies to help with the upfront capital investment of the project.
5. Provide a safe, comfortable and controllable environment for the future of the Coldwater Branch Library.

I. Desired Scope of Work

HVAC System – Air Handler Replacement

Desired System:

TBD

HVAC System – Boiler Replacement

Desired System:

Efficiency: 95% Nominal or higher modular boiler

HVAC System – VFD Drives on Condenser fans

Energy Management Control System

Desired System:

Non-proprietary web based front end

Direct Digital Controls (DDC) System

3D Color graphics

User interface compatible with mobile devices (I-phone, I-pad, Android, etc)

Lighting Occupancy Controls

Desired System:

Sensors: Passive infrared occupancy sensors when certain areas are vacant

Building Envelope – Window Seals

Desired System:

Professional 1/4” bead of silicon

II. Components of Proposals

Proposals are sought from firms with recognized expertise in energy saving capital improvements should include the following:

1. Contractors name, address and primary contact person.
2. Statement/description of qualifications and experience with public sector work especially around energy saving design build projects.
3. Recent projects that serve as examples of experience and expertise necessary for this project.
4. Detailed summary, including savings of work to be performed:
 - a. HVAC system modifications
 - b. Energy management control system
 - c. Lighting controls
 - d. Windows/ Building envelope improvements
5. Proposal fee/cost breakdown of the work to be performed.
6. Location and availability of intended subcontractors.
7. Statement of all warranties on products and services associated with the project.

III. Instructions for Submitting Bids

Respondents shall submit one (1) original and two (2) copies of their proposal. Proposals shall be sealed and clearly labeled "SEALED BDL RFP – Coldwater Branch Library Energy Project Proposal". Proposals are due at 2:00pm EST on February 3, 2012.

Respondents shall submit a bid bond or other 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 contractor, providing such request is received by the Owner prior to the date and time established for the receipt of proposals. Any proposal received shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The contractor by its submission of its proposal releases the Owner from and claims arising out of and/or related to the RFP process and selection of vendor.

The cost of preparing a response to this RFP, including site visits, energy analysis and engineering are the contractors 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 the lowest qualified bidder (as determined by the owner), to accept/reject any or all alternatives, to waive irregularities and/or informalities and, in general, to award the project in a manner deemed to be in the best interest of the Owner.

Please direct all questions regarding this RFP to Bob Granger at 517-279-6910 or bgranger@coldwater.org. All questions and responses shall be forward to all bidders.

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IV. Contract Requirements

References to "Contract" in this RFP means the Contract with a Vendor for installation/implementation of the Program by the Vendor resulting from the Owner's formal 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: 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. 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.

INDEMNIFICATION BY VENDOR

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;
- 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;
- e. Vendor shall not be responsible for indemnifying the Owner for any damage or claim arising from the sole negligence of the Owner.

By submission of its bid, Vendor acknowledges that any limitation of liability terms and conditions are only enforceable to the extent permitted by law and Vendor specifically acknowledges that such terms are contrary to Michigan law and may be unenforceable. For the duration of work performance, Vendor shall take all necessary precautions to insure the safety of employees and the public. Vendor shall use reasonable care of Owner's building, site and equipment. Vendor shall be responsible for damages caused to facilities at no cost to the Owner.

BONDS

In compliance with Act 213, Public Acts of Michigan of 1963, as amended, the successful vendor shall execute surety 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 RFP or in the Contract 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 monies due or to become due and payable under this Contract, without previous written consent of the Owner.

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.

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.

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 thirty percent (25%) of the total contract price shall be required prior to commencement of work as a mobilization fee or otherwise. The contract shall require a ten percent (10%) retainage to be paid upon final completion of the project as evidence by Owner's execution of a certificate of final completion.