

FLINT COMMUNITY SCHOOLS

REQUEST FOR PROPOSALS/BIDS

for

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

PURSUANT TO MCL 380.1274a



FLINT COMMUNITY SCHOOLS

Expect More. Achieve More.

January 07, 2019

NOTICE IS HEREBY GIVEN THAT THE SUPERINTENDENT OF FLINT COMMUNITY SCHOOLS WILL RECEIVE SEALED BID PROPOSALS UNTIL **FEBRUARY 18, 2019 AT 3:00 p.m EST** AT THE SUPERINTENDENT'S OFFICE OF THE FLINT COMMUNITY SCHOOLS LOCATED AT 923 EAST KEARSLEY ST. FLINT, MICHIGAN 48503.

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

- 1. Brownell STEM Academy K-2**
- 2. Doyle/Ryder Elementary School K-6**
- 3. Eisenhower Elementary School K-6**
- 4. Freeman Elementary School K-6**
- 5. Neithercut Elementary School K-6**
- 6. Pierce Elementary School K-6**
- 7. Holmes STEM Academy 3-8**
- 8. Potter Elementary School K-8**
- 9. Administration**

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 Flint Community Schools or any member of the Board of Education. The bidder, by submission of its bid, releases Flint Community 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 Amanda Senko at (810) 767-6188.

**FLINT COMMUNITY SCHOOLS
REQUEST FOR PROPOSAL**

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

Flint Community 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 Flint Community Schools that may include installation of energy saving capital improvements. The specific nature of the capital improvements is left to the Vendor's professional 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. Flint Community 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 Flint Community 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. Assertion 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 Flint Community 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 **three (3) copies** of their proposal. Proposals shall be sealed and received by **February 18, 2019, no later than 3:00 pm** EST at the following address:

FLINT COMMUNITY SCHOOLS
OFFICE OF SUPERINTENDENT
923 EAST KEARSLEY ST., FLINT, MICHIGAN 48503

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.

Questions regarding this RFP shall be directed to: Amanda Senko, Deputy CFO, at (810) 767-6188 or asenko@flintschools.org.

PROCUREMENT PROCESS

SCHEDULE AND PROCESS

The following chart illustrates the schedule of events to prepare the Contractor’s Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

Date	Event	Details
Tuesday, January 7, 2019	Issuance of RFP	The District will issue Request for Proposal on the District Website www.flintschools.org
Thursday, January 10, 2019	Mandatory Pre-Bid Meeting	All Contractors interested in bidding must attend a mandatory pre-bid meeting commencing at 4:00 pm EST at the Flint Community Schools Administration Building (923 E. Kearsley, Flint, MI) to gather all the information they need to accurately bid on the RFP.
Monday, January 21, 2019	Deadline for submission of written questions by Contractors	All questions must be e-mailed to Amanda Senko at asenko@flintschools.org Questions are due by 5:00 pm EST on this day. Questions will not be accepted by phone.
Monday, January 28, 2019	All answers posted as addenda to the RFP	All answers to questions provided by Contractors will be posted to the District’s Website (www.flintschools.org)
Monday, February 18, 2019	Deadline for Proposal submission	Proposals are due by 3:00 pm EST on this day at the following address: Office of Superintendent, Flint Community Schools, 923 E. Kearsley Flint, Michigan 48503. PLEASE NOTE BIDS WILL BE OPENED IN A PUBLIC MEETING.
To Be Determined	Selection for recommendation to the Board	Bid awards will be announced on this date.
To Be Determined	Expected date for beginning services	This is an expected date when the selected Contractor will start providing services to the District.

INTERPRETATIONS AND ADDENDA

Contractors must request interpretations or clarifications from the District through email to **Amanda Senko** at asenko@flintschools.org. Questions regarding the Proposal must be submitted no later than 5:00 pm EST on or before the date specified above. **When submitting questions, please reference the RFP page and section numbers.**

CONTRACT AWARD

The Board of Education has directed the Superintendent of Schools to contract for previously mentioned Services. The Superintendent through the CFO will notify the successful bidder and negotiate the contract with that bidder.

SUBMISSION OF PROPOSALS

Submit the Proposal, along with any other documents required to be submitted with the Proposal, to the District, and deliver to the address below on or before the day and hour set for receipt of the Proposals:

Office of Superintendent
Flint Community Schools
923 E. Kearsley Flint, MI 48503

1. Enclose each Proposal in a sealed opaque envelope bearing the title of the work “Flint Community Schools – Energy Saving Capital Improvement Projects”, the name of the Contractor, and the date and hour of the Proposal opening, with the notation “SEALED BID ENCLOSED”.
2. Do not change the wording of the Bid Sheet, and do not add or delete words from the Bid Sheet.
3. Unauthorized conditions, limitations, or provisions attached to the Proposal will be cause for rejection of the Proposal.
4. Submit three (3) duplicate signed copies of the Proposal. Clearly distinguish the original Proposal from the duplicated copies.
5. It is the sole responsibility of the Contractor to see that the Proposal is received on time.
6. Telephonic, facsimile (fax), or emailed Proposal or modifications to a Proposal will not be considered.
7. Proposals received after the time fixed for receiving them will not be considered and will be returned to the Contractor unopened.
8. Properly identified Proposals received on time will be opened and read aloud. A bid tabulation summary will be available.

All Proposals must be submitted by mail or hand delivered on or before the date specified above and must include the following parts:

- a. Signed cover letter
- b. Proposal Submission Form (Section 5.1)
- c. RFP Certification Form (Section 5.2)
- d. Addenda Receipt Confirmation (Section 5.3)
- e. Certification of Compliance with American Disabilities Act (Section 5.4)
- f. Certification of Compliance with Non-discrimination in Employment (Section 5.5)
- g. Iran Economic Sanctions Act (Section 5.6)
- h. Company Information (Section 5.7)
- i. Bid Sheet (Section 5.8)
- j. Certificate of Insurance executed by bidder's insurance agent or carrier

EVALUATION

As part of the evaluation process, the District may engage in discussions with any Contractor. Discussions might be held with individual Contractors to determine in greater detail the Contractor's qualifications, to explore with the Contractor the scope and nature of the required contractual Services, to learn the Contractor's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the District.

The District may in its discretion require one or more Contractors to make presentations or appear before the District and/or its representatives for an interview. During such interview, the Contractor may be required to orally and otherwise present its Proposal and to respond in detail to any questions. The District will notify the Contractors in advance of such meetings and coordinate with the Contractor for an interview date within a week. Additional meetings may be held to clarify issues or to address comments, as the District deems appropriate. Contractors will be notified in advance of the time and format of such meetings.

PROPOSAL EVALUATION CRITERIA

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the District based on, but not limited to, the criteria below. The District desires to reduce cost through competitively bidding a large amount of work at once and expects to gain significant savings and determine the best approach. The District will use the following criteria to determine bid awards. **NOTE: The District reserves the right to modify the evaluation criteria or waive portions thereof.**

Proposals will be evaluated on the following factors:

Qualifications, Experience and Approach

Contractors will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The information provided by the Contractor through answers to questions in Section 5.5 (Company/Individual Information) will be the primary basis for understanding the qualifications, experience and approach of the Contractor and how it serves the interest of the District.

Resourcefulness

Contractors will be evaluated on a demonstrated willingness and ability to find cost savings for its clients. The evaluation will take into account what the references provided by the Contractor have to convey on this point, as well as the Contractor's own policies and its "culture" with regard to cost savings.

Cost Effectiveness and Value

Under this criterion, proposals will be compared in terms of the most reasonable, and/or most effective pricing option. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

Acceptance of the Terms of the Contract

The District will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP. Regardless of exceptions taken, Contractors will provide pricing based on the requirements and terms set forth in this RFP.

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.

REGISTERED SEX OFFENDERS

The Contractor acknowledges that the District's Policy prohibits anyone registered or required to register as a sex offender from being present on any District Property for any reason, whether before, during or after school hours, or on or off of District Property. The Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from District Property by the District and/or law enforcement officials and may also be subject to criminal prosecution. "District Property" includes all property owned or operated by the District, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by the District.

If The Contractor, any of Contractor's employees, or any of the Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then the Contractor or the subcontractor must (i) on an annual basis conduct a check of the MI Sex Offender and Public Protection Registration Program, the MI Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on District Property.

BACKGROUND CHECKS

At the request of the District's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to the District criminal background check and drug testing procedures.

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.

REJECTION

All Services rendered shall be subject to the District's inspection. Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected. The District may require Contractor to promptly replace or correct any rejected Services and, if Contractor fails to do so, the District may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.

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.

MONITORING AND EVALUATION

Contractor shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit the District to evaluate all activities conducted under the Contract. The District has the right at its sole discretion to require that Contractor remove any employee of Contractor from District property and from performing services under the Contract following provision of notice to Contractor of the reasons for the District's dissatisfaction with the services of Contractor's employee.

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.

STRICT COMPLIANCE

The District may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless the District, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of the District in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless the District, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

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.

IMPROPER PAYMENTS

Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to the District any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after the District notifies Contractor in writing that a payment has been determined to be improper.

FINANCIAL RESPONSIBILITY

Contractor is financially solvent and able to perform under the Contract. If requested by the District, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the District's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then the District shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

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.

TERMINATION FOR DEFAULT

The District may terminate the Contract, in whole or in part, upon expiration of the contracted term or immediately upon written notice to Contractor. In addition to any other remedies available to the District law or equity, the District may procure upon such terms as the District shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to the District for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

CONTRACT TRANSFER

Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the District.

CONTRACT MODIFICATION

The Contract may be amended only by written amendment duly executed by both the District and Contractor. However, minor modifications may be made by the District to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the District without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the District and Contractor, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

RELATIONSHIP OF PARTIES

Contractor is an independent contractor and not an employee of the District. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and the District. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

ADVERTISEMENT

The Contract will not be used in connection with any advertising by Contractor without prior written approval by the District.

CONFLICT OF INTEREST

Contractor represents and warrants that no member of the District or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

GRATUITIES TO THE DISTRICT

The right of Contractor to proceed may be terminated by written notice if the District determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the District in violation of policies of the District.

KICKBACKS TO CONTRACTOR

Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a District Contract or in connection with a subcontract relating to a District Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to the District in writing the possible violation.

CONFIDENTIAL INFORMATION

Student Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to the students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of the District's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. **Other Confidential Information:** (a) Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of the District, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder.

INTELLECTUAL PROPERTY

Contractor agrees, at its own expense, to indemnify, defend and save the District harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that the District's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

NO PRE-JUDGEMENT OR POST-JUDGEMENT INTEREST

In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

MEDIATION

If a dispute arises out of, or relates to, the Contract (or the breach of the Contract) and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute through mediation. In the event that the parties cannot reach an agreement through medication, the parties agree to binding arbitration. All arbitration proceedings will take place in Flint, Michigan, or at a place mutually agreed upon by both parties. Each party will agree to propose the names of three arbitrators and attempt to agree on one of the six names provided. In the event that the parties cannot agree upon an arbitrator, the parties will request the Genesee County Circuit Court to select an arbitrator.

FORCE MAJEURE

If the District is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by the District or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the District.

5.1 Proposal Submission

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS
FLINT COMMUNITY SCHOOLS

This Proposal is submitted by:

Contractor Name:

Representative (printed):

Representative (signed):

Address:

City/State/Zip:

Telephone:

(Area Code) Telephone Number

Facsimile:

(Area Code) Fax Number

It is understood by the Contractor that the District reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the District, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days.

Contractor

Date

Authorized Signature

Please type or print name

5.2 RFP Certification

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS
FLINT COMMUNITY SCHOOLS

Please acknowledge agreement and/or disagreement with the terms contained in the Request for Proposal posted to www.flintschools.org. This form must be included with your Proposal.

My signature certifies that the Proposal as submitted complies with all of the terms and conditions set forth in the Request for Proposal.

Contractor Name:

Representative (printed):

Representative (signed):

Title:

Date:

5.3 Addenda Receipt Confirmation

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS
FLINT COMMUNITY SCHOOLS

Please acknowledge receipt of each addendum posted to www.flintschools.org. This form, acknowledging all addenda, must be included with your Proposal.

Addendum #	Date Addendum Posted
_____	_____
_____	_____

My signature certifies that the Proposal as submitted complies with all of the terms and conditions set forth in the Addenda to the Request for Proposal, except for those exceptions specifically and clearly enumerated within our Proposal.

Contractor Name: _____

Representative (printed): _____

Representative (signed): _____

Title: _____

Date: _____

5.4 Certification of Compliance with Americans with Disabilities Act

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS
FLINT COMMUNITY SCHOOLS

I/we, being a licensed Contractor in Michigan, do hereby agree to comply with all applicable requirements of the Americans with Disabilities Act throughout the duration of this contract.

Contractor Name: _____

Representative (printed): _____

Representative (signed): _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____ (Area Code) Telephone Number

Date _____

5.5 Certification of Non-Discrimination in Employment

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS
FLINT COMMUNITY SCHOOLS

We, being a licensed Contractor in Michigan, do hereby certify that we will not discriminate against employee or applicant for employment because of race, color, religion, sex, or national origin. We will take affirmative action to ensure that applicants are employed, and that employees are treated equal during employment without regard to race, color, or religion, or handicap. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer' recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation' and selection for training, including apprenticeship. We will agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.

Contractor Name: _____

Representative (printed): _____

Representative (signed): _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____ (Area Code) Telephone Number

Date _____

5.6 Iran Economic Sanctions Act

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS
FLINT COMMUNITY SCHOOLS

The undersigned, the owner, or authorized officer of the below-named company (the “Company”), pursuant to the compliance certification requirement provided in the Flint Community School’s (District) Request For Proposal (the “RFP”), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by the District as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Contractor Name: _____

Representative (printed): _____

Representative (signed): _____

Title: _____

Date _____

5.8 Bid Sheet

ENERGY SAVING CAPITAL IMPROVEMENT PROJECTS
FLINT COMMUNITY SCHOOLS

The District is accepting proposals from a qualified vendor that include the costs and pricing quotes to provide Energy Saving Capital Improvement Projects on an Energy Saving Performance Contracting Basis pursuant to MCL 380.1274a.

The Contractor may present the bid in its own format, provided that the above information is clearly indicated.

Signature

Date

FAMILIAL RELATIONSHIP DISCLOSURE

(MUST return completed and notarized with bid)

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of Flint Community Schools’ Board or Flint Community Schools’ Superintendent must be accompanied with the bid. *Failure to return this notarized statement/signature with the bid will result in bid disqualification.* The members of Flint Community Schools’ Board are: **Harold Woodson, Diana Wright, Betty Ramsdell, Vera Perry, Carol McIntosh, Kenyetta Dotson, Danielle Green, Antoinette Lockett, and Blake Strozier,** and Flint Community Schools’ Superintendent is **Derrick Lopez.**

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

There is no familial relationship that exists between the owner or any employee of the bidder and any member of The School District of the City of Pontiac Board, or The School District of the City of Pontiac’s Superintendent.

The undersigned, the owner or authorized representative of bidder (insert name)
_____ does hereby Represent and warrant that the disclosure statements herein contained are true.

Print Name

Signature of Bidder Representative

Title

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, _____,

By _____.

Notary Public

_____ County, Michigan

My commission expires: ____/____/____
Acting in the County of: _____