



## Request for Proposal

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<b>PROJECT NO:</b>	School District of Onalaska - 001
<b>PROJECT NAME:</b>	Act 32 Qualified Performance Contract
<b>ISSUE DATE:</b>	5/25/2016
<b>DUE DATE:</b>	6/6/2016
<b>DUE TIME:</b>	2:00 pm
<b>OPENING DATE:</b>	6/6/2016
<b>OPENING TIME:</b>	2:00 pm

### Definitions

“Energy Conservation Measure” or “ECM” means a facility alteration or training, service or operations program designed to reduce energy consumption or operating costs.

“Performance Contract” means a contract for the evaluation and recommendation of Energy Conservation Measures, and for the implementation of one or more of these measures.

“Qualified Provider” means a person (individual or organization) who is experienced in the design, implementation and installation of energy conservation and facility improvement measures and who has the ability to provide labor and material payment and performance bonds equal to the maximum amount of any payments due under a Performance Contract entered into by the person.

“Report” means a report containing recommendations concerning the amount the ENTITY should spend on energy conservation and facility improvement measures that contains, at a minimum, the following: estimates of all costs of installation, modifications, or remodeling, including costs of design, engineering, maintenance, repairs and financing and a guarantee specifying a minimum amount by which energy or operating costs of the ENTITY will be reduced, if the installation, modification or remodeling is performed by the Qualified Provider.

### Solicitation

Pursuant to Wis. Stats. §66.0133, this solicitation constitutes a Request for Proposal (RFP) from a Qualified Provider, hereinafter referred to as “RESPONDENT”, to provide a (i) a Report and (ii) a Performance Contract mutually agreeable to the Entity and the Respondent that will be entered into between the parties if the Report is accepted. School District of Onalaska, hereinafter referred to as “ENTITY”, objective in issuing this RFP is to provide a means in which to select a single Qualified Provider to enter into a Performance Contract. The Report and the Performance contract must comply with the requirements of Wis. Stats. §66.0133, §121.91(4)(o) (2011-12) and Wisconsin Department of Public instruction PI Chapter 15, as each may be amended from time to time.

The ENTITY reserves the right to terminate this project prior to proposals being received, to reject any and all proposals and to be the sole judge of the value and merit of the proposals offered. In its

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sole and absolute discretion, the Entity may award the Performance Contract to the Qualified Provider that best meets the needs of the Entity, which need not be the lowest cost provider.

In responding to this solicitation, the RESPONDENT signifies to be fully informed as to the extent and character of the services required and the terms and conditions specified herein. The RESPONDENT represents that the services can be provided satisfactorily and in complete compliance with the specifications. RESPONDENT agrees that this RFP together with its response and subsequent acceptance by the ENTITY shall be incorporated by reference into the Performance Contract ultimately entered into between the ENTITY and RESPONDENT.

Responses to this solicitation shall be submitted in accordance with the instructions provided herein. The ENTITY certifies that the response will not be opened prior to the date and time indicated above.

The ENTITY's contact person for this project is Kent Ellickson. All inquires and questions regarding this solicitation should be directed to the contact person by email to [ellke@onalaskaschools.com](mailto:ellke@onalaskaschools.com)

**1.00 RESPONDENT INFORMATION**

- 1.01 The ENTITY invites any Qualified Provider to respond to this solicitation. RESPONDENT must be responsible, regularly and practically engaged in providing the services requested, and possess ample resources for providing the services identified. In its proposal, the Qualified Provider shall provide information demonstrating its status as a Qualified Provider.
  
- 1.02 A distribution list for this solicitation will be created and maintained by the ENTITY. Qualified individuals or organizations may request to be added to the list. The ENTITY reserves the right to pre-qualify individuals or organizations and to limit the number that may be invited to respond to this solicitation.
  
- 1.03 If this copy of the solicitation is from a source other than by direct and intentional delivery from the ENTITY, contact the Contact Person identified above to be added to the distribution list. Supplements and other correspondence that may be significant in the response and selection process will only be sent to individuals and/or organizations on the distribution list.

## 2.00 GENERAL CONDITIONS

The ENTITY does not discriminate on the basis of religion, sex, race, national origin, age, ancestry, creed, color, political affiliation, membership in the National Guard, state defense force or any reserve component of the United States military or state military forces, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap or other bases prohibited under state or federal law.

*(This section lists conditions generally applicable for all solicitations for the ENTITY and can be superseded by specifications, special instruction or addendum.)*

- 2.01 This solicitation is to assist the ENTITY in the selection of a qualified individual or organization (RESPONDENT) to provide services as described herein.
- 2.02 RESPONDENT shall submit their responses on the forms and in the manner specified and shall respond to each specification.
- 2.03 The ENTITY reserves the right to amend the contents of this solicitation. The intent of such amendments is directed toward finding the best solution available at the associated cost. If it becomes necessary to amend any part of this specification an addendum will be provided to all parties on the distribution list. Each addendum will be numbered (i.e. Addendum #). RESPONDENT's shall acknowledge receipt of said addendums in their response.
- 2.04 If additional data is necessary to provide clarification of provisions in this solicitation, a supplement will be provided to all parties on the distribution list. Each supplement will be numbered (i.e. Supplement #). RESPONDENT's shall acknowledge receipt of said supplements in their response.
- 2.05 Responses should be prepared simply and economically, providing a straightforward and concise explanation of the RESPONDENT's capabilities that will satisfy the identified requirements.
- 2.06 RESPONDENT may include additional information and data that is believed to be helpful to the ENTITY in the evaluation of the services identified herein as an appendix to the response.
- 2.07 All costs for preparing and submitting responses, including the Report, is entirely the responsibility of the RESPONDENT and will not be chargeable in any manner to the ENTITY.
- 2.08 The ENTITY reserves the right to accept, negotiate changes to, or reject any or all responses or portions thereof and to accept any responses or portions thereof that may be the most advantageous, and reserves the right to waive technicalities to the fullest extent permitted by law.
- 2.09 Any RESPONDENT that contacts any member of the ENTITY's staff, Board or other member of the selection team, other than the designated contact or with the consent of the designated contact, with the intent to influence selection decisions, will be disqualified from further consideration.

2.10 Questions and Interpretations

- a. Refer questions concerning this solicitation to Kent Ellickson. Any request for clarification or interpretation of provisions of this solicitation must be received at least 3 business days prior to the Opening Date identified on the cover.
- b. Responses to the questions may result in a supplement or addenda. All supplements and addenda so issued shall become part of the specifications.
- c. RESPONDENT's shall carefully examine the contents of this solicitation and any subsequent addenda or supplements. Failure to do so shall not relieve RESPONDENT of the obligation to fulfill the terms of the project herein identified.
- d. The ENTITY shall not be responsible for oral interpretations given by any ENTITY employee, representative or other individual; including the ENTITY's contact person. The issuance of a written addendum or supplement is the only official method whereby interpretations, clarifications or additional information can be given that would change the terms and conditions of this solicitation.

2.11 Quality Control

- a. RESPONDENT shall note any deviations or exceptions from the specifications on the submitted response. If proposing an alternative other than specified, it must be clearly labeled as such.
- b. RESPONDENT's shall specifically identify any requirement, term or condition, whether contained in the main body of the RFP or an Addendum, Exhibit or Supplement, with which the RESPONDENT'S takes exception in the "Exceptions" section of the RESPONDENT'S proposal. If the RESPONDENT does not specifically identify such exception in this section of their proposal, it will be assumed that the RESPONDENT accepts and agrees to all of these requirements, terms and conditions. In the "Exceptions" proposal section, the RESPONDENT must explain why they are taking exception to each term or condition and offer revised language for each term or condition that is acceptable to the RESPONDENT. Exceptions to terms or conditions may result in rejection or reconsideration of the entire Proposal. The RESPONDENT can choose to make a written request for a change in a requirement, term or condition to the Representative. The Representative may respond to this request by issuing an Addendum modifying a requirement, term or condition for all RESPONDENTS.

2.12 Responses to Solicitation

- a. All Proposals shall be submitted to Kent Ellickson no later than the date and time shown on the cover page. It is the responsibility of the respondent to ensure that Proposal arrive to the specified location by the deadline.
- b. Proposals will be opened and recorded on June 6, 2016 at 2 pm. The opening and recording is not open to the public or bidders.
- c. An individual with authority to bind the RESPONDENT must sign the Proposal.

- d. RESPONDENT shall submit the following documents / information in their Proposal:
  - i. Proposal in the format and containing the information as specified within this RFP including all Exhibits, Supplement and Addenda. 3 copies of the Proposal shall be submitted. An electronic copy of the proposal shall be submitted on a flash drive delivered with the proposal.
  - ii. Acknowledgement of receipt of all Exhibits, Supplements and Addenda.
  - iii. Any and all exceptions to Requirements, Terms or Conditions shall be specifically identified in writing in the Exceptions section of the Proposal.

2.13 Proprietary Information

- a. RESPONDENT is advised that most records and documents in the possession of the ENTITY may be subject to access by the public. Trade secrets or proprietary information submitted in response to this solicitation will be protected by the ENTITY to the extent permitted by law; however, the ENTITY prefers that proprietary information not be included in the Proposal nor in any appendix to the Proposal.
- b. RESPONDENT must provide a statement that identifies any data or other material that is requested to be protected and the reasons why protection is necessary. Such trade secrets or proprietary information should be submitted in a separate, sealed, envelope clearly marked **PROPRIETARY**.
- c. A statement by RESPONDENT that the entire Proposal is proprietary and/or a statement that pricing/costs are to be protected cannot be honored and will result in the removal of the Proposal from further consideration. References may be made within the body of the Proposal to proprietary information; however all information contained within the body of the Proposal, not under separate cover and labeled proprietary, shall be deemed a public record.
- d. If a request is made for access to information that has been identified as Proprietary, the Representative will notify the affected RESPONDENT of the request and the RESPONDENT must either revoke this Proprietary status in writing to allow public access or pay all costs associated with defending the Proprietary nature of this information, including all of the ENTITY'S labor.

2.14 The ENTITY is a smoke free environment. RESPONDENT shall assure that their representatives will refrain from smoking while on ENTITY grounds.

2.15 The ENTITY is a drug free environment. RESPONDENT shall assure that their representatives will refrain from the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance while on ENTITY grounds.

2.16 The ENTITY is exempt from federal and state excise and sales taxes. All prices quoted shall reflect the tax-exempt status. Tax exemptions certificates, if required, will be provided upon request.

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- 2.17 It is expressly understood that performance of this solicitation by the ENTITY shall be contingent upon availability of funding.
- 2.18 Acceptance of a preferred proposal does not constitute an order. Orders shall only be made following issuance of a purchaser order or a signed contract.
- 2.19 It is not the responsibility of ENTITY to notify unsuccessful RESPONDENTS, however it may choose to do so.
- 2.20 All terms and conditions specified in response to this solicitation shall remain effective for a period of not less than 90 days following the Due Date shown on the cover page.
- 2.21 Indemnity: If the parties enter into to Performance Contract, the RESPONDENT hereby releases, indemnifies and holds harmless the ENTITY, its board, officers, employees, agents and officials from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind and nature and character, including costs and reasonable attorney fees, arising out of, or relating to, any and all claim, liens, damages to property or injuries to persons, obligation, actions, suits, settlements or causes of action of every kind, nature and character, in connection with or arising out of the negligent acts or omissions of the Qualified Provider or for any subcontractor or vendor related to the performance of the work.

**3.00 SCOPE OF WORK**

3.01 Base Bid Scope of Work Summer 2016 (Unless otherwise stated, provide individual pricing, savings and detailed design for each improvement item listed below).

- a. Onalaska High School
  - 1. Replace failing AHU-5 with high efficiency unit.

Scope of Work 2016-2017 (Provide individual budget pricing and savings along with drawings or narrative for each improvement item listed below).

- b. Onalaska High School
  - 1. Aged HVAC replacement.
  - 2. Controls upgrades and expansion
  - 3. Building envelope replacement
  - 4. Lighting replacement
  - 5. Aged plumbing replacement.
- c. Onalaska Middle School
  - 1. Aged HVAC replacement.
  - 2. Aged control system replacement
  - 3. Building envelope replacement
  - 4. Lighting replacement
  - 5. Aged plumbing replacement.
- d. Eagle Bluff Elementary School
  - 1. Aged HVAC and energy efficient system replacement.
  - 2. Aged control system upgrade
  - 3. Classroom comfort improvements
  - 4. Lighting replacement
- e. District Wide
  - 1. Energy and aged system repair or replacement



## 4.00 PROPOSAL FORMAT

### 4.01 Proposal Format

Proposals must be submitted in the format outlined in this section. For each proposal a minimum criteria checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The ENTITY reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive or incomplete to the requests for information contained herein.

#### A. Table of Contents

Responses shall include a table of contents properly indicating the section and page numbers of the requested information.

#### B. Executive Summary

Responses shall include a concise abstract stating the respondent's overview of the project.

#### C. Company Profile

This section should include the following information on the RESPONDENT.

1. Company name
2. Address
3. Telephone number
4. Fax number
5. Contact person(s) for this project
6. Email address
7. Lead Personnel
  - a. List the Lead Personnel employed by the RESPONDENT involved in this project.
  - b. List key team members and contractors that will be part of your design and installation team.
8. References
  - a. Each Provider (the ESCO Company submitting the proposal) must have completed a minimum of five (5) Act 32 projects with Wisconsin schools to

be considered for this project. Provide the following reference information for at least five (5) completed projects.

- Project name
- Owner contact
- Description of work
- Installed cost
- Guaranteed annual savings
- Actual annual project savings
- Completion date.

9. Energy Savings Results

- a. Provide a spreadsheet listing each job where the RESPONDENT has at least one year of reported guaranteed savings. Provide school name, project cost, date guarantee started, guaranteed annual savings, most recent actual savings. Limit references to not more than the most recent (100) K-12 school performance contracts.
- b. Provide a list of all Energy Star label K-12 schools that have resulted from energy efficiency gained from performance contracts with the ENTITY.
- c. The RESPONDENT must include a summary of the reported annual savings for all completed projects. Any projects that did not meet the annual energy guarantee must be listed with an explanation for the shortfall.

10. Litigation and Arbitration

- a. List any projects with schools with which the RESPONDENT has entered into litigation or arbitration with a school during the past 7 years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation or arbitration will result in disqualification.

11. Construction Partnership

- a. The school may add additional scope or construction work to this project or in conjunction with the project relating to other needed improvements. Please list key construction partner(s) that your firm would work with on these scope addition projects, either as a subcontractor to your firm or working direct with the school and working in collaboration with your firm in the timely completion of the projects. Indicate your firm's ability to provide in house design services for these potential projects.

12. Financial Viability

- a. Successful RESPONDENT will be required to show evidence of financial viability prior to issuance of a contract. Include letter of bondability for a project of at least \$5 million.

D. Technical Approach

Section D should contain information about the RESPONDENT'S technical approach to meet the ENTITY's energy efficiency, operating cost reduction and comfort objectives.

1. Needs & Solutions: Include a section explaining facility needs and solutions the RESPONDENT recommends for all proposed improvements.
2. Documentation: For the Base Scope of Work where the RESPONDENT will be providing firm pricing, provide the following documentation for the scope of work being proposed.
  - a. Provide detailed, design development level architectural or engineering drawings for each improvement item. Note the improvement's associated drawing sheet number(s) on the spreadsheet specified in E.1.b.
  - b. Provide a detailed equipment list for all equipment proposed in a table format providing manufacturer, type, model, size, and quantity.
  - c. For all digital control work provide A BAS system Architecture with building level network managers and equipment level controllers indicated, with a point list for each major piece of equipment being controlled by the system.
  - d. Failure to provide the required documentation above will result in the proposal being non-compliant.
3. Energy Savings Calculations: Provide complete energy savings calculations for any energy conservation measure included in the RESPONDENTS proposal. Additionally, provide the actual Energy Guarantee for this project in the Appendix of your proposal that includes the energy and operational savings calculations for the Base Bid project along with all associated terms and conditions.
4. Installation Approach: Describe how the RESPONDENT intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, scope changes by ENTITY and commissioning.
5. Commissioning: Described in detail the commissioning processes that the RESPONDENT intends to utilize to commission the building for optimal learning environments and energy efficiency. In the RESPONDENTS Proposal (Appendix Section) provide an actual commissioning document from a past project where this same approach was utilized.
6. Performance Assurance: Described in detail the performance assurance processes that the RESPONDENT intends to utilize to insure the building operates at peak performance both at the completion of the installation phase and throughout the contract term. In the Appendix of the RECONDENTS Proposal, provide an actual guaranteed savings annual report from a past project where this same approach was utilized showing how both energy and operational savings where reported.

E. Financial Aspects

Section E should contain the financial components of the proposed work as identified below.

1. Pricing:

- a. Describe in detail the process that the RESPONDENT used or intends to utilize to obtain the best prices for the ENTITY both initially and if additional work is requested by the ENTITY after Contract award. Explain why this is the best approach.
- b. Include the firm cost and guaranteed energy savings amount for all proposed improvements for each facility. The RESPONDENT must provide the cost, savings and simple payback for each improvement being proposed as shown below. Proposals not including the cost and savings breakdown shown below will be rejected.

**Sample Improvement List**

IMPROVEMENT DESCRIPTION	COST	Utility Rebate	OPERATIONAL SAVINGS	ENERGY SAVINGS	SIMPLE PAYBACK
BASE SCOPE					
A. Middle School					
1. Chiller Replacement (M104)	\$2,100	\$100	\$20	\$180	10.0
2. Dom. Water Heaters (M105)	\$250	\$50	\$20	\$20	5.0
ALTERNATE BIDS					
A. High School					
1. AHU 1 Replacement (M106)	\$2,000		\$20	\$180	10.0
2. Lighting Improvements (E101)	\$250	\$50	\$20	\$20	5.0

- 2. Energy Savings: The term for this contract is 10 years. For the purpose of ensuring that all measures are operating efficiently, project performance shall be measured, verified, reported and evaluated using Option C from the M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 3.0 for gas savings and Option A for all other proposed savings. This process will be utilized and reported for the first and third year following project completion with the provider having the flexibility on the measure and verification methods for the remaining years. Provide your proposed cost per year for the 10 year monitoring period in the Financial Aspects / Pricing section of the proposal.

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3. Project Funding: Project funding will be developed by the ENTITY after selection of the RESPONDENT.
4. RESPONDENT acknowledges that the Wisconsin Building Code and the Americans with Disabilities Act require the RESPONDENT to perform additional energy, safety and other upgrades if a remodeling project exceeds certain levels of alteration. RESPONDENT shall identify whether the level of alteration required under the Performance Contract will trigger such upgrades, what those upgrades will be and the cost of the same.
5. Include all costs of installation, modifications, remodeling, design, engineering, maintenance, repairs and financing.

## 5.00 PROPOSAL SELECTION

### 5.00 Proposal Selection Criteria

- a. **Minimum Criteria:** The ENTITY reserves the right, in its sole discretion, to reject any proposal that does NOT meet the minimum criteria described in this RFP, to give consideration to failure to follow the RFP format or to waive any informality, irregularity or defect. The minimum criteria are identified on the RFP Compliance Verification Form, which is attached and labeled Exhibit 2. The RFP Compliance Verification Form must be completed and signed by the RESPONDENT.
- All proposals shall be deemed final, conclusive and irrevocable. Once opened, no proposal shall be subject to correction or amendment for any error or miscalculation. Qualified Providers must satisfy themselves, upon examination of these requirements, as to the intent of these requirements. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the proposal will be entertained from any party. The ENTITY may further refine and negotiate the scope of work with the successful Qualified Provider and adjust the total project cost.
- b. **Proposal Review:** Each Proposal that the ENTITY accepts for review, will be initially evaluated on the criteria shown below.

#### A. **Ability to Successfully Implement Project**

1. Reputation of the RESPONDENT for successfully implementing energy savings projects and providing proven energy savings with scopes of work similar to those being considered for this project.
2. Background of the team members responsible for implementing the proposed Performance Contract. This includes in-house engineers, project managers, technicians, and design or contractor team members responsible for the designing, managing, programming and commissioning of the project.
3. Past performance with K-12 schools is a critical component in the selection process of this project. Each RESPONDENT must have completed a minimum of five (5) performance contracts (with at least one year of reported guaranteed savings results) with K-12 Wisconsin schools to be considered for this project. References will not be considered for projects performed by the RESPONDENT'S employees while working with an employer different than the RESPONDENT.
  - a. School name, contact, telephone number
  - b. Description of scope of work
  - c. Start & completion date of the installation phase of the project
  - d. Annual guaranteed and actual energy savings
4. Proof of ability to implement the project in the time required

**B. Scope and Associated Cost of Work**

1. Amount of work being offered in terms of cost of work, quantity of work and value to ENTITY of work being proposed for the Base Bid scope of work.
2. Quality of the equipment and materials being proposed for the Base Bid scope of work.

**C. Technical Approach**

1. Design of the proposed solutions.
2. Depth, breadth and detail of the engineering.
3. Effectiveness of the proposed solutions related to energy savings, operational / maintenance improvement and learning environments.

Preference will be given to proposals that include a detailed and sound technical approach to meeting the ENTITY'S objectives.

**D. Other Financial Consideration**

1. Pricing structure and process to be utilized to price any work negotiated after contractor selection.
2. Energy savings approach and past performance related to delivering energy efficiency at a high enough level to obtain Energy Star certification for their past K-12 school customers.

**E. Performance Guarantees**

1. Amount of true and verifiable guaranteed energy savings.
2. Accuracy of the energy savings calculations included in the Proposal.
3. Any additional guarantees for system performance after implementation of the improvements.

**F. Quality, Completeness and Compliance of the RFP Response**

1. Quality of the proposal in terms of depth, breadth, detail and format of information provided.
2. Completeness of the proposal in relationship to the requirements of the Performance Contracting RFP.
3. Compliance to the RFP requirements

**RFP Exceptions Form**

The RESPONDENT must identify any exceptions they want to make to the RFP requirements on this "RFP Exception Form". Exception may result in a rejection of the Proposal, reduction in evaluation or neither, depending on the ENTITY'S understanding of how harmful the exceptions will be to the ENTITY on this project. The ENTITY shall be the sole judge of the impact of any exceptions and shall not debate their determination with a RESPONDENT.

List all exception below including three components. First, state the language that is being excepted. Second, provide language the RESPONDENT would propose replace the excepted language. Lastly, provide an explanation for why the RESPONDENT is taking exception to the RFP language and how the proposed language will not be harmful to the ENTITY.

ENTITY TAKES NO EXCEPTIONS:

I, \_\_\_\_\_, an authorized representative of the RESPONDENT, take no exceptions to the RFP requirements and hereby verify that we will comply with all terms, conditions and requirements contained within the RFP.

\_\_\_\_\_  
Name of Authorize Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

ENTITY TAKES EXCEPTIONS:

- 1. Page:
  - a. Excepted language:
  - b. Proposed language:
  - c. Explanation for excepted language
- 2. Page:
  - a. Excepted language:
  - b. Proposed language:
  - c. Explanation for excepted language:

I, \_\_\_\_\_, an authorized representative of the RESPONDENT, understand that taking the exceptions identified above to the RFP requirements may cause our Proposal to be rejected or consideration to be reduced. I understand that the ENTITY will be the sole judge of the impact of the exceptions listed above and understand that the ENTITY shall not contest their determination.

\_\_\_\_\_  
Name of Authorize Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**RFP Compliance Verification Form**

Each RESPONDENT must acknowledge that they understand the following RFP requirements are the Minimum Requirements to be considered. Any proposals not including these Minimum Requirements may be rejected.

**MINIMUM REQUIREMENTS:**

1. RESPONDENT certifies that they have read the General Conditions and agrees to fully comply with the terms specified therein. Any exception that the RESPONDENT wishes to take the General Conditions shall be specifically listed on the attached RFP Exceptions form, Exhibit 1.
2. RESPONDENT has included a Base Bid offering including the Base Bid scope of work identified with the cost, energy savings and operational savings of each ECM. Omission of any component of the Base Bid scope of work or not providing the individual cost and savings per ECM will result in the Proposal being rejected.
3. RESPONDENT certifies that they have completed a minimum of five (5) K-12 Wisconsin school performance contracts of similar size and scope as proposed here and have included a complete list of the RESPONDENTS most recent K-12 school performance contracts.
4. RESPONDENT shall identify any energy savings shortfalls with K-12 schools over the past seven years with an explanation for why the shortfalls occurred and how the shortfalls were remedied.
5. RESPONDENT shall include an explanation of all past arbitration or litigation with K-12 schools over the past seven years. Omission of any of these events will result in rejection of the Proposal.
6. RESPONDENT shall include detailed drawings and an equipment list identifying all equipment being proposed on the Proposal. Equipment descriptions shall include manufacturer name, equipment type and size.
7. RESPONDENT shall include a completed Guarantee as an attachment to the Proposal including all calculations, energy and operational savings guaranteed amounts, terms, conditions and the cost to provide the services included in the Guarantee over the Guarantee term. Omission of any of a completed Guarantee including these details will result in rejection of the Proposal.

I acknowledge and verify that the Minimum Requirements above have been met in the RFP response.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**VENDOR INFORMATION & CERTIFICATION**

COMPANY \_\_\_\_\_

Representative \_\_\_\_\_

E-mail address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Local Phone \_\_\_\_\_

Toll Free Phone \_\_\_\_\_

Payment Address \_\_\_\_\_

\_\_\_\_\_

Date of Quotation \_\_\_\_\_

Quotation reference number, if required \_\_\_\_\_

I have read the specifications and I understand the content and my firm's obligations with regard to providing the specified services and products. I hereby submit the attached proposal. The prices being submitted shall be binding on our firm until 90 days from the date proposals are due, or until I am notified that I am not a successful vendor, whichever comes first. If my firm is awarded a contract as a result of the quoted prices, or subsequently negotiated prices, I guarantee that the prices shall be the maximum amount that my firm may charge for the products identified.

I certify that I have the authority to sign this proposal and bind my firm to the prices specified and the obligations associated with the award of all or any part of the items so specified.

I acknowledge receipt of \_\_\_\_\_ supplements.

I acknowledge receipt of \_\_\_\_\_ addendum.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Title: \_\_\_\_\_

