



Colorado Mountain College

**Request for Proposal
ENERGY PERFORMANCE CONTRACTING
Number #433-09**

Due:

September 13, 2009
At 5:00 pm MT

Deliver to:

Colorado Mountain College
Attn: Steve Boyd, Purchasing Manager
831 Grand Avenue
Glenwood Springs, Colorado 81601

COLORADO MOUNTAIN COLLEGE
REQUEST FOR PROPOSALS
ENERGY PERFORMANCE CONTRACT

I. INTRODUCTION

Colorado Mountain College (CMC) is a two-year public college established in 1967, and includes three residential campuses and eight commuter campuses. The Colorado Mountain College District covers all or part of six counties in north central Colorado, encompassing 12,000 square miles. The list of locations can be found at the following link:

<http://www.coloradomtn.edu/locations/home.shtml>

You have been selected by Colorado Mountain College to be pre-qualified to participate in our process. Colorado Mountain College seeks qualified Energy Service Companies (ESCO) to provide Performance Contracting Services to Colorado Mountain College. To be eligible for consideration the ESCO must be pre-qualified and registered with the State of Colorado Governor's Energy Office Performance Contracting program. (GEO/EPC). Only GEO/EPC firms will be considered.

II. TIMELINE

CMC reserves the right to modify this timeline at any time. Should the due date for proposals be changed, all prospective proposers shall be notified.

- | | |
|--|-------------------------------------|
| • Request for Proposals Released | May 19, 2009 |
| • Mandatory pre-bid meeting | June 3, 2009 11:00 am to 1:00 pm MT |
| • College Facilities pre-bid inspections | Throughout July 2009 |
| • Proposals Due | September 14, 2009 at 5:00 pm MT |
| • Presentations by short listed vendors | Week of October 5, 2009 |
| • Notification of Award to Successful Proposer | November 2, 2009 |
| • Contract Term | January 2010-December 2012* |

* Contract term is subject to certain limitations. Please see Terms & Conditions.

III. SCOPE OF WORK

The goal of the project is to evaluate College facilities for energy efficiency upgrades, provide a comprehensive energy audit, report and make recommendations for possible projects, assist and/or provide financing of the proposed energy projects, project management and implementation. Track both short term gains and long term results of projects performed.

The College has some specific projects that we would like to be evaluated during the process to possibly include in the overall scope of the performance contract. Some projects will be self-funded with College funds.

The College anticipates the awarded ESCO will be a long term partner in the College's Energy program. And as such the College will be contracting for multi-year services subject to State of Colorado rules and regulations. The College desires an aggressive energy saving program to result from the relationship.

A mandatory pre-proposal conference will be held at Colorado Mountain College, Central Services, 831 Grand Ave, Glenwood Springs, Co. 81601 on Tuesday, May 26, 2009, 11:00 am. At this meeting we will field questions and a schedule of visits will be determined for the 13 locations involved. Please register with Carolina Martin, Facilities Specialist, 970-947-8403 or at achilders@coloradomtn.edu by May 22, 2009 at 5:00 pm.

IV. SUBMITTALS

A. *Format*

All proposals should include the following, in the order listed:

1. *Transmittal Letter:* Include a brief introduction to your firm and your interest in this contract; give main contact name, phone number, fax number, and email address, if available.

1.0 MANAGEMENT APPROACH

1.1 Project Management and Coordination

Show the organization chart (by name as available) for implementing and managing the proposed project, including the responsibilities of each individual shown and the lines of authority within the overall organization. Identify portions of the effort, if any, that are proposed to be subcontracted and provide the same information for subcontractor organization and personnel.

1.2 Appropriate Market Sector Experience/Expertise

Provide information that emphasizes ESCO's experience and expertise in a specific market sector.

1.3 Project Personnel and Staffing

1.3.1 Qualifications and Experience of Personnel

Identify each individual who will have primary responsibility for each task and phase of a project under the GEO/EPC. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, and other services.

Name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost shall be included.

Provide resumes for personnel proposed for work under the GEO/EPC. Resumes should be furnished in a clearly marked appendix to the company's response to this RFP.

1.3.2 Added Qualifications and Experience

Complete the table to describe individuals proposed for the project. Also include any added expertise and capability of staff available through other branch offices, subcontracts, etc., that can provide back-up strengths.

| Name | Title | Staff or Subcontractor | Potential Role | Academic/ Professional Qualifications | Level of Expertise | Base Location |
|------|-------|------------------------|----------------|---------------------------------------|--------------------|---------------|
| | | | | | | |

Potential role: technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, support, and other services.

Level of expertise: years in industry or other brief description

Base Location: Permanent office in Colorado; On assignment from other state; Out-of-state support.

2.0 COST AND PRICING

Responses to this section only will remain proprietary.

Maximum rates were established for ESCOs participating in the GEO/EPC. Below are rates proposed for this specific project that are equal to or less than the maximum rates, based on the size, scope and location of the specific project. All other guidelines presented in the initial RFP for presenting markups and fees shall apply.

2.1 *Markups*

Markups shall be calculated as a percentage added to the base cost for the project. The use of margins in lieu of markups is not acceptable. Use only the categories shown. Ranges for markups are not acceptable.

| MARK-UPS | | |
|----------------------------|----------------------------|------------------|
| <i>CATEGORY OF MARK-UP</i> | <i>MARK-UP APPLICATION</i> | <i>% MARK-UP</i> |
| Overhead | | |
| Profit | | |
| Labor - Internal | | |
| Equipment Purchased | | |
| Materials Purchased | | |
| Subcontract Labor | | |
| Subcontract Material | | |

2.2 Fees

Use only the categories shown. Ranges for fees are not acceptable.

| FEES | | |
|--|--------------------------------|---|
| <i>CATEGORY OF FEE</i> | <i>HOW DETERMINED AND USED</i> | <i>YEARS APPLIED (One-time, Annual, etc.)</i> |
| Technical Energy Audit and Project Development | \$ _____ per Square Foot | One time |
| Solicit & Evaluate Project Financing Proposals | | |
| Design | (Example) ____% of _____ | |
| Contingency | | |
| Permits | | |
| Performance Bond | | |
| Project Management | | |
| Commissioning | | |
| Training | | |
| Monitoring and Verification | | |
| Warranty Service | | |
| Maintenance on Installed Measures | | |

2.3 Best Value

Briefly describe how the company’s approach to performance contracting delivers best value for the investment. The responding company shall also describe any utility rebates or other financial incentives or grants it can potentially provide and/or facilitate.

B. Due Date/Time

Proposals must be delivered **no later than September 14, 2009, 5:00 p.m. MST** to:

Colorado Mountain College
Attn: Steve Boyd, Purchasing Manager
831 Grand Avenue
Glenwood Springs, CO 81601

Facsimile proposals may not be accepted. Submittals may be scanned and sent to the CMC Purchasing Department at sboyd@coloradomtn.edu before the above deadline. An identical hardcopy of the proposal must follow, postmarked by the deadline to be accepted.

V. EVALUATION CRITERIA

All proposals shall be evaluated by a committee comprised of appropriate CMC personnel using a standard evaluation form. Proposals shall be evaluated on the following criteria.

1. Experience level of firm and assigned staff
2. Added Value for CMC
3. Proposal Quality
4. References
5. Pricing

VI. QUESTIONS

Should you have any questions regarding the material contained in this RFP, please contact Steve Boyd, Purchasing Manager at (970) 945-8691 x8402. sboyd@coloradomtn.edu Amendments will be issued for clarification should the Purchasing Manager deem it necessary to do so. Questions specific to the facilities should be addressed to Phil Meadowcroft, Project Manager 970-947-8279, pmeadowcroft@coloradomtn.edu or Sam Skramstad, Director of College Wide Facilities, 970-947-8406 sskramstad@coloradomtn.edu.

VII. TERMS & CONDITIONS

- B. *Copies:* Please submit 1 copy of your proposal, identical to an emailed submittal.
- C. *Proprietary Information:* If you are submitting any information you consider to be proprietary, you must clearly mark in "Proprietary Information." If the Purchasing Manager concurs, this information will not be considered public information. Pricing information cannot be considered proprietary.
- E. *Signature Block:* All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all the terms, conditions, and requirements of this Request for Proposal.
- F. *Refusal:* CMC reserves the right to refuse any and/or all proposals, or any part thereof.
- G. *Withdraw Proposal:* You may withdraw your proposal at any time prior to the date and time set for closing.
- H. *Discussions/Negotiations:* CMC reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes at the sole discretion of the Purchasing Manager. During this discussion period, CMC will not disclose any information regarding proposal submittals. Upon the execution of a contract, the proposals will become public record and contents will be disclosed upon request.
- I. *Award:* The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to CMC based on the evaluation factors described in the Request for Proposal. Price, although a consideration, may not be the sole determining factor. CMC reserves the right to as for the "Best and Final Offer".
- J. *Pre-award Presentations:* The College reserves the right to require presentations from the highest-ranking proposers, in which they may be asked to provide additional information.
- K. *Protests:* Any actual or prospective bidder, offeror, contractor, or citizen who is aggrieved in connection with the solicitation or award of a contract may protest in writing to the Purchasing Manager. A protest shall be submitted within three (3) working days after the aggrieved person knows or reasonably should have known of the facts giving rise to the protest. Protest procedure time limit may be extended upon mutual agreement of the Purchasing Manager and the aggrieved party.

Protestors may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, or award.

The written protest shall include, as a minimum, the following: The name and address of the protestor, appropriate identification of the procurement document, a statement of the reasons for the protest and any available exhibits, evidence, or documents substantiating the protest.

The Purchasing Manager shall provide a written determination to the protestor within three (3) working days after receiving all relevant requested information. In the event that such written response from the Purchasing Manager sustains the prior position of the College, the protestor may resubmit the protest to the Vice President of Administrative Services within three (3) working days after receipt of the written ruling by the Purchasing Manager. Both response and appeal procedure time limits may be extended upon mutual agreement.

L. *Contract:* The successful proposer is expected to enter into a standard contract with Colorado Mountain College.

M. *Indemnification:* The successful bidder shall indemnify and save CMC harmless, to the extent permitted by law, from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the bidder in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.

N. *Insurance:* The successful bidder shall furnish the CMC Purchasing Department with a Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Colorado law for work performed by the bidder. "Colorado Mountain College" shall be named as an additional insured. The bidder shall be responsible for notifying the CMC Purchasing Department of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

O. *Illegal Aliens.* By submitting a bid, the bidder certifies pursuant to C.R.S. § 8-17.5-102 that, at the time of bid submission, it does not knowingly employ or contract with an illegal alien and that the contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program of the Department Program.

P. *Limitation of Multiple-Fiscal Year Obligations.* All financial obligations of Colorado Mountain College(CMC) under this contract subsequent to the fiscal year in which signed is contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4)(b) of the State Constitution(Amendment 1).

VIII. SIGNATURE BLOCK

Note: Please return this page with each copy of your submittal.

The undersigned, an authorized agent of his/her company, hereby certifies:

- () familiarization with all terms, conditions, and specifications herein stated;
- () vendor is qualified to perform work and services as included;
- () that the pricing contained in this submittal is valid until _____(date).

Company Name

Authorized Signature

Mailing Address

Printed Name

City, State, Zip Code

Title

Federal Employer ID Number

Phone Number

Is Company a Corporation?

Fax Number

E-mail address

| CMC UTILITIES REPORT | | | | | | | | |
|-----------------------------------|-------------------|-------------------|-----------------------------------|------------------|------------------|-----------------------------------|------------------|------------------|
| 10 FUND | | | 12 FUND | | | 15 FUND | | |
| | 2006-2007 | 2007-2008 | | 2006-2007 | 2007-2008 | | 2006-2007 | 2007-2008 |
| 7199 - Other Utilities | 143,436.76 | 149,815.83 | 7199 - Other Utilities | 23,268.00 | 23,268.00 | 7199 - Other Utilities | 52,788.00 | 52,788.00 |
| 101 - Leadville Campus | 143,436.76 | 149,815.83 | 101 - Leadville Campus | 23,268.00 | 23,268.00 | 101 - Leadville Campus | 52,788.00 | 52,788.00 |
| 7102 - Electricity | 7,711.43 | 10,568.42 | | | | | | |
| 7103 - Gas | 3,602.78 | 3,770.65 | | | | | | |
| 7104 - Sanitation | 489.6 | 530.4 | | | | | | |
| 7107 - Water | 366.7 | 371 | | | | | | |
| 7199 - Other Utilities | 0 | 0 | | | | | | |
| 102 - Chaffee County | 12,170.51 | 15,240.47 | | | | | | |
| 7102 - Electricity | 96,618.61 | 100,765.52 | | | | | | |
| 7103 - Gas | 37,696.12 | 37,852.98 | | | | | | |
| 7107 - Water | 12,749.48 | 10,844.17 | | | | | | |
| 7199 - Other Utilities | 411.19 | 0.00 | 7199 - Other Utilities | 50,757.91 | 54,635.55 | 7199 - Other Utilities | 75,540.03 | 79,349.98 |
| 201 - Steamboat Campus | 147,475.40 | 149,462.67 | 201 - Steamboat Campus | 50,757.91 | 54,635.55 | 201 - Steamboat Campus | 75,540.03 | 79,349.98 |
| 7102 - Electricity | 0.00 | 17,220.42 | | | | | | |
| 7103 - Gas | 0.00 | 1,868.85 | | | | | | |
| 7104 - Sanitation | 1,665.00 | 15,465.60 | | | | | | |
| 7107 - Water | 10,456.90 | 22,898.50 | | | | | | |
| 7199 - Other Utilities | 200,670.19 | 220,482.14 | 7199 - Other Utilities | 6,696.41 | 8,264.91 | 7199 - Other Utilities | 59,214.16 | 26,713.48 |
| 301 - Spring Valley Center | 212,792.09 | 277,935.51 | 301 - Spring Valley Center | 6,696.41 | 8,264.91 | 301 - Spring Valley Center | 59,214.16 | 26,713.48 |
| 7102 - Electricity | 32,477.31 | 32,323.24 | | | | | | |
| 7103 - Gas | 11,450.31 | 11,395.61 | | | | | | |
| 302 - Glenwood Center | 43,927.62 | 43,718.85 | | | | | | |
| 7199 - Other Utilities | 12,850.25 | 14,151.38 | | | | | | |
| 303 - Carbondale | 12,850.25 | 14,151.38 | | | | | | |
| 7102 - Electricity | 27,241.69 | 29,514.20 | | | | | | |
| 7103 - Gas | 25,854.57 | 26,806.42 | 7103 - Gas | 292.38 | 0.00 | | | |
| 7107 - Water | 4,821.24 | 4,968.68 | | | | | | |
| 403 - Vail Eagle Valley | 57,917.50 | 61,289.30 | 403 - Vail Eagle Valley | 292.38 | 0.00 | | | |
| 7199 - Other Utilities | 36,101.13 | 37,821.27 | | | | | | |
| 501 - Breckenridge | 36,101.13 | 37,821.27 | | | | | | |
| 7199 - Other Utilities | 33,299.61 | 34,394.40 | | | | | | |

| | | | | | | | | |
|------------------------------|-------------------|-------------------|----------------------------|------------------|------------------|----------------------------|-------------------|-------------------|
| 502 - Dillon | 33,299.61 | 34,394.40 | | | | | | |
| 7199 - Other Utilities | 33,974.60 | 34,926.60 | | | | | | |
| 601 - Aspen Campus | 33,974.60 | 34,926.60 | | | | | | |
| 7199 - Other Utilities | 28,916.31 | 63,858.25 | | | | | | |
| 701 - West Garfield | 28,916.31 | 63,858.25 | | | | | | |
| 7199 - Other Utilities | 47,812.49 | 67,909.31 | | | | | | |
| 801 - District Office | 47,812.49 | 67,909.31 | | | | | | |
| TOTALS FOR 10 FUND: | 810,674.27 | 950,523.84 | TOTALS FOR 12 FUND: | 81,014.70 | 86,168.46 | TOTALS FOR 15 FUND: | 187,542.19 | 158,851.46 |