

DAVENPORT COMMUNITY SCHOOL DISTRICT
1606 BRADY STREET
DAVENPORT, IOWA 52803

**REQUEST FOR PROPOSAL
FOR
HVAC ANALYSIS OF SELECTED BUILDINGS**

The Davenport Community School District ("District") invites written sealed proposals for "HVAC Analysis of Selected Buildings" The proposal shall be submitted in accordance with the Provisions, Specifications, General Instructions, Request for Proposal and Conditions of Purchase. Proposals will be received by the Director of Operations, at the Davenport School District, Operation Center, 1008 W. Kimberly Road, Davenport, Iowa 52806 until 11:00 a.m. local time on July 21, 2009.

All proposals received after the stipulated closing time for receipt of proposals will be returned to the Vendor unopened. FAX proposals will not be accepted.

PROJECT NAME: HVAC Analysis of Selected Buildings

INTENT:

It is the intent of this Request for Proposal to establish a firm fixed price contract with a qualified engineering team in accordance with the Plans, Specifications and Project Manual if any.

BASES OF AWARD:

All proposals will be evaluated with following factors included:

- A. Price
- B. Qualifications
- C. Ability
- D. Past Work History
- E. Completion timeline
- F. Any other factors the District determines to be relevant.

Following the evaluation of the proposal the evaluation committee may request an oral presentation and interview. Following any presentation the committee may request re-evaluation.

PRICE:

The price will be a firm/fixed priced contract

PROPOSAL QUALIFICATIONS:

Proof of required certificates and licenses must be provided

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

Modifications or withdrawal of a proposal may be made in person by representatives provided proper identification is presented before the official closing date and time.

RESERVED RIGHTS OF THE SCHOOL DISTRICT: Rejection of Proposals:

The School District reserves the right without penalty to accept or reject any part of any proposal, and to accept or reject any or all proposals if it is in the best interest of the District.

All proposals submitted for evaluation become the property of the School District. The District will not be liable for costs incurred by the offer in the preparation of their proposal. No fees will be assessed to the District should this proposal not be awarded.

TERMINATION:

The District may terminate the contract resulting from this request at any time that a Vendor fails to fulfill the proposal terms and conditions.

The District shall provide written notice to the vendor on non-performance and the contractor shall have 24 hours to correct the non-performance. After the notice, if the Vendor fails to remedy the conditions contained in the notice in a timely manner, the District may terminate the proposal.

The District shall be obligated only for those services rendered and accepted before the date of notice of termination, less any damages that may be assessed for non-performance.

Notwithstanding any other provisions of the proposal, if funds anticipated for the continued fulfillment of this proposal are at any time not forthcoming or insufficient, either through the failure of the State or the District to appropriate funds or through discontinuance of material alteration of the program for which funds were provided, the District shall have the right to terminate this contract without penalty by giving not less than thirty days written notice to the Vendor.

PAYMENT TERMS:

The District will make payments after final acceptance of work performed and in accordance with the terms of this proposal.

INVOICING:

All invoices received for payment must be pre-approved by the Board of Directors for the District at their regularly scheduled meetings. Payments will not be made outside of the District's normal payment cycle.

CRIMINAL BACKGROUND CHECK/SEX OFFENDER REGISTRY:

No person shall be permitted to work on District property who has been convicted of a felony or who is on the Sex Offender Registry for any State. Records must be available for the District to inspect upon request to verify that background/sex offender checks have been performed on all persons working on District property. The District reserves the right to order removal any person from the District's work who the District determines to be a threat to safety of students, District employees, other workers, parents, visitors, or otherwise. All workers must follow District regulations and rules as to building access and security.

BOARD POLICY 103 COMPLAINTS AGAINST CONTRACTED SERVICE PROVIDERS:

All vendors will be held liable for any and all alleged aggrieved complaints made against their employees. All correspondence between the vendors and the District will be in writing.

CONTRACTORS INSURANCE:

The Vendor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Vendor's operations under the proposal, whether such operations be by the Vendor or by anyone directly or indirectly employed by any of them, or by any one for whose acts any of them may be liable.

INSURANCE CLAUSE:

Insurance coverage shall cover the following:

1. Claims under workers compensation benefits and other similar employee benefits act or claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
2. Claims for damages or liability because of bodily injury, sickness or disease, or death of any person other than employees.

3. Claims for damages for personal injury, which are sustained by any person, directly or indirectly (1) related to the employment of such person by the contractor, or (2) by any other person.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom other than to the work itself.
5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle
6. Claims covered by so-called Builder's Risk coverage.

A Contractor shall obtain and pay premiums for the following minimum insurance in connection with the contract and at the job site until the work is completed and accepted by the Owner.

TYPE OF COVERAGE

- | | | |
|----|--|------------------|
| 1. | Commercial General Liability | |
| | General Aggregate | 4,000,000. |
| | Products/Complete Operations Aggregate | 4,000,000. |
| | Personal/Advertising Injury | 1,000,000. |
| | Each Occurrence | 1,000,000. |
| 2. | Business Automobile Liability | |
| | Each Person | 1,000,000. |
| | Each Accident | 1,000,000. |
| 3. | Employers Liability | Statutory Amount |
| 4. | Umbrella policies are acceptable to reach these limits of liability. | |

Certificates of Insurance shall be furnished by the Contractor to the owner and such certificates shall provide 30 days prior notice by registered mail of any material change in, or cancellation of, this insurance.

WORKERS' COMPENSATION:

The Vendor shall maintain during the life of this contract the statutory Worker Compensation Insurance for all of his employees to be engaged in work on the project under this contract.

Certificates of Insurance shall be furnished by the Vendor to the District and such certificates shall provide 30 days prior notice by registered mail of any material change in or cancellation of, this insurance.

INDEMNIFICATION:

Vendor shall indemnify and hold harmless the District or its agents and employees against third party claims resulting from any damages, losses and expenses relating to the work. Vendor agrees to notify the District by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim suit, action or proceedings.

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance of the work, provided that any such claim, damages, loss or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom (2) is caused in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any part of person.

In any and all claims against the District or any agents or employees by any employee of the Vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,

the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS:

All applicable Federal and State laws, local ordinances and rules and regulations of authorities having jurisdiction over the work of this project shall apply to a contract resulting from this proposal. It shall be deemed that those rules and regulations are made a part of the contract the same as if set forth in their entirety therein. By submitting a proposal, the Vendor confirms that he/she is familiar with and understands their responsibility under all applicable laws, ordinances, and rules and regulations with respect to the work described by the proposed contract document.

The successful Vendor shall, during the course of performance under the proposed contract comply with all occupational, safety & health standards and EOE Regulations.

GRATUITIES:

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with the intent to influence that employee's act, opinion, judgment or exercises of discretion with respect to the employee's duties.

AFFIRMATION ACTION:

The Vendor will take affirmative action in complying with all Federal & State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

PROPOSAL DOCUMENT:

Proposal Documents will consist of the Request for Proposal, with detailed plans.

If you have questions concerning this bid contact **Donna Nepl Cooper** at 563-386-3351 between the hours of 7:30 a.m. and 4:30 p.m. local time, Monday through Friday.

Scope of Work

SPECIFICATIONS FOR HVAC ANALYSIS SPECIFIED BUILDINGS

The consultant will provide the District with knowledge of the facility's major energy consuming HVAC systems. The scope of work will include an on-site analysis of the facility and its HVAC energy use, determining the most cost-effective HVAC package (minimum two options per building) with consideration given to energy efficient improvements, and the preparation of a report documenting the results and recommendations.

Each of these elements of the work to be performed by the consultant is described below.

- A. Analyze the Facility and its Energy Use**
 - 1. Compile and summarize historical utility and fuel cost and consumption data for the most recent 12-month period. Include identification of seasonal consumption patterns.
 - 2. Conduct a site visit, along with designated district personnel involving a meeting and interview with the district's facility operation
 - 3.
 - 4. Survey mechanical equipment and analyze equipment control systems.
 - 5. Determine the capability of the present systems to serve the current and projected requirements for heating, ventilation, and air conditioning (HVAC).

- B. Determine the most Cost-Effective Package:**
 - 1. Study significant energy consuming HVAC systems to identify potential improvements.
 - 2. Compile multiple options (minimum of two per building) of HVAC improvements that appear to have the potential for low simple payback and/or need to be improved due to lack of comfort, safety or life of the option. Options shall meet the 2006 International Energy Conservation Code. In compiling this list, consultant will investigate the following energy consumption categories:
 - a) Heating, ventilation and cooling systems
 - 1. Providing acceptable temperature and humidity control levels
 - b) Control systems
 - c) Air/hydronic distribution system
 - d) Renewable energies (includes geo-exchange heat pump systems)
 - e) Utility rate code changes and fuel switching
 - 3. Calculate the energy savings from the selected HVAC improvements
 - 4. Issue reports (minimum of two options per building) for each facility illustrating the recommended HVAC improvement project and its economic performance/costs.
 - 5. Cost estimated shall be divided into the following components:
 - a) First Cost
 - b) Energy Cost
 - c) Life-cycle Costs
 - 6. Conduct economic analyses by evaluating the relative cost effectiveness of the building-related systems

- C. Prepare a Report Documenting the Study Including:**
1. Reports for each facility illustrating the economic performance of its two projects relative to one another.
 2. An Executive Summary, providing an overview of the assessment process and major findings regarding the recommended HVAC energy systems
- D. Responsibility of District:**
1. Access to the facility and its energy consuming equipment.
 2. A knowledgeable individual to brief consulting personnel regarding the operation of the energy systems, to act as a guide for the inspection tour of the facility and to respond to subsequent questions about the systems and their operation. Two years of energy bills and copies of applicable rates.
 3. Occupancy schedules for the facility.
 4. Architectural, Structural, Civil, Mechanical and electrical system drawings.
 5. Access to previous energy studies, if any.
 6. Small-scale, 8 ½ x 11 inch, floor plans (or equivalent) showing total gross floor area of the facility. (Usually the fire-escape plant is adequate.)
- E. Building Envelope Analysis:**
The field data and the pertinent blueprint data will be collected by the Energy Engineer and used for modeling the building.
- F. Utility Rebates:**
Utility rebate calculations will be included wherever applicable to reduce the aggregate simple paybacks of the projects.
- G. Analysis Timeline:**
A timely completion to this analysis of utmost importance to the District. A final schedule will be developed upon award of contract.

Qualifications:

Qualified IDNR Energy Analyst
Licensed Iowa Professional Mechanical Engineer
Licensed Iowa Professional Electrical Engineer
Architectural Engineer
Green Building Engineer
Certified Energy Manager
LEED AP or equal credentials
Experience with multitudes of previous energy based HVAC studies for schools
Expert in Geo-exchange heat pump system technology
Familiarity with working on HVAC design projects for the school district

Other qualification desired, but not required:

Company Member of American Council of Engineering
Engineer members of:
American Society of Heating, Refrigeration, and Air-conditioning Engineers
National Fire Protection Agency
American Society of Energy Engineers
American Society of Plumbing Engineers
Power Engineering Society
Illuminating Engineering Society
Accredited Corrosion Specialist (N.A.C.E.) National Association of Corrosion Engineers,
Supporting Structural Engineers and Architects where required

**HVAC Analysis of Selected Buildings Proposal Request
COST SHEET
July 21, 2009 - 11:00 AM**

Building	Address	Year Built	Additions Built	# of acres	Gross Sq. Ft.	Utility Costs 7/1/07 - 6/30/08 GAS & ELEC., WATER, SEWER & TELEPHONE	UTILITY COST PER SQUARE FOOT
West	3505 W. Locust, Davenport	1960	1968, 1970, 1977, 1999, 2001	22	313,298	\$303,902	\$0.97
Smart	1934 W. 5th St., Davenport	1917	1923, 1957, 1963, 2002	8.52	119,210	\$70,451	\$0.59
Central	1120 Main St., Davenport	1904	1929, 1959 (annex), 1984	13.63	301,385	\$260,226	\$0.86
Wilson	2002 N. Clark St. Davenport	955	1958, 1962, 1967, 2001	12	73,501	\$54,561	\$0.74
Walcott	545 E. James St., Walcott	1956	1958, 1961, 1970, 2001	16	87,771	\$68,031	\$0.78
Adams	3029 N. Division, Davenport	1956	1957, 1968, 2001	13.15	82,282	\$53,956	\$0.66
Garfield	902 E. 29th St., Davenport	1923	1939, 1951, 1994, 2001	5.24	68,558	\$46,944	\$0.68
Young	1702 Main St., Davenport	1917	1923, 1957, 1963, 2005	5	108018	\$68,710	\$0.64
Sudlow	1414 E. Locust St., Davenport	1917	123, 1956, 1963, 2002	6.2	118883	\$82,785	\$0.70
Williams	3040 N. Division, Davenport	1954	1963, 2002	3.1	121,026	\$83,370	\$0.67
Blue Grass	226 Sycamore, Blue Grass	1957	1963, 1978	12.3	66,884	\$35,081	\$0.52

Total Cost: \$ _____

Proposed Timeline for Completion: _____

Company: _____

Authorized Representative: _____