



Anderson County School District Two
10990 Belton/Honea Path Highway, Honea Path, South Carolina 29654-9506
Telephone: (864) 369-7364 Fax: (864) 369-4006

The Anderson County School District Two is requesting proposals from vendors for the implementation of energy use and efficiency improvements to the District's facilities. The improvements include:

1) Refurbish the Energy Recovery Ventilator at Marshall Primary School in Belton.

subject to the conditions and all provisions set forth herein and attached. The responses will be received at this office until 3:00 P.M. E.S.T., Tuesday, February 16, 2010, then publicly opened. The services must be furnished as described and specified herein.

Show this number on envelope
Request For Proposals No.

District Two Purchasing Department

SCEO-S09-0088-02

By _____
Director

The Anderson County School District Two is requesting proposals from vendors to provide services for the implementation of energy use and efficiency improvements as per the criteria contained in this Request For Proposals (RFP) document.

There will be a pre-proposal meeting at 10:00 A.M. E.S.T, Monday, February 1, 2010, at the District Two Administrative Offices, 10990 Belton Highway, Honea Path, SC 29654-9506.

Please furnish us with **one (1) original** and **three (3) copies** of your proposal.

All questions concerning this RFP are to be submitted in writing to Larry Shirley, Director of Transportation and Facilities, Anderson Count School District Two, 10990 Belton Highway, Honea Path, SC 29654-9506. The questions may be mailed to the District Office, faxed to (864) 369-4006, or emailed to lshirley@anderson2.k12.sc.us no later than 3:00 P.M. E.S.T. February 5, 2010.

Please mark your envelope to read **"RFP#SCEO-S09-0088-02"**.

SECTION I

Anderson County School District Two

Energy Use and Efficiency Improvements

Part 1 - GENERAL

1. SUMMARY

1. This RFP provides implementation of energy use and efficiency improvements incorporating installation, and implementation of the initiatives listed herein.
2. In compliance with Section 623 of Public Law of 102-141, be advised that the improvements described herein will be funded by The U.S. Department of Energy (DOE) through the State Energy Program ARRA funding to the South Carolina Energy Office (SCEO) and Award No. S09-0088.
3. Provide repairs, wiring, panels, and other auxiliaries and appurtenances hereinafter specified or necessary to obtain satisfactory implementation.

2. REFERENCES

- A. American National Standards Institute, Inc. [ANSI]
 1. X3.64 - Additional Controls for Use with the American National Standard Code for Information Interchange.
 2. X3.4 Character Set
- B. American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. [ASHRAE]
 1. Handbook, 1997 Fundamentals
 2. [BACnet Standard 1995-135](#)
- C. National Electrical Manufacturers Association [NEMA]
 1. 250 - Enclosures for Electrical Equipment [1000 volt Maximum].
- D. National Fire Protection Association NFPA]
 1. 70 - National Electrical Code.
 2. 90A - Installation of Air Conditioning and Ventilating Systems.
- E. Underwriters Laboratory Inc. [ULI]
 1. 916 - Equipment, Energy Management.
- F. International Standards Organization [ISO]
 1. 9001- Quality Standard
- G. Software Engineering Institute [SEI]
 1. Certification Level 3
- H. Industry Standards
 1. Echelon Corporation LonMark Interoperability Standard

Anderson County School District Two Energy Use and Efficiency Improvements

3. QUALITY ASSURANCE

A. CODES AND APPROVALS

1. The complete installation shall be in strict compliance to the national, state and local mechanical and electrical codes as applicable and all referenced sections of these specifications. All devices shall be ULI or FM listed and labeled for the specific use, application and environment to which they are applied.
2. The system shall comply with the standards referenced in Part 1 item 2 References A through H.
3. The system shall be designed and manufactured to ISO 9001 quality standard for quality assurance and SEI Certification Level 3+ for software development.
4. All electronic equipment shall conform to the requirements of FCC regulation Part 15 and the European CE standard governing radio electromagnetic emissions interference, and be so labeled. Spread spectrum components shall comply with FCC regulation part 15. 247 regarding low power unlicensed transmitters, and be so labeled.
5. Ensure that all safety switches, such as freeze protection thermostats and limit switches remain active under all operating conditions.
6. Ensure that all wiring, conduit, starters, push buttons, control devices and other electrical devices provided for any areas which are indicated as hazardous or in areas classified as hazardous by the National Electrical Code, the American Insurance Association, or the National Fire Protection Association meet all requirements for these classifications.

B. The final checkout and verification of complete and proper system operation shall be performed by technicians certified to be fully trained in the systems operation, installation, check-out, and maintenance. Detailed records of the check-out and verification procedures shall be maintained and submitted to the District's representative weekly. These records shall include the procedures used, the individuals performing the procedures, the dates and times, and the results.

C. This Specification must be conformed to in its entirety to ensure that the installed and programmed system will accommodate all of the current and future requirements of the building owner. Any specified item or operational feature not specifically addressed prior to bid date will be required to be met without exception.

D. QUALIFICATIONS

1. System repair/maintenance firm must have at least five years of successful experience with projects utilizing equipment similar to that required for this project, and must have local facility located within 50 miles of the project. The

Anderson County School District Two Energy Use and Efficiency Improvements

local office must be staffed with factory trained technicians fully capable of providing instruction, routine maintenance, and emergency maintenance service on all system components.

4. SYSTEM DESCRIPTION

A. The energy use and efficiency improvements shall include:

1) Marshall Primary Energy Recovery Ventilator Repair

- a. There is a large Des Champs Labs Modular Outdoor Air Conditioning System (MOACS) on the rooftop serving the back half of the school. The purpose of the unit is to pre-condition and de-humidify the fresh air for this area. Performing these functions in the large high efficiency unit is intended to reduce the load on the smaller units in the classrooms. This unit has not worked for many years due to mechanical and control issues. Scope of RFP shall include the repair of the existing system; replacements of belts, filters, and fuses as required; and tie-in to the School's EMCS for control, scheduling and monitoring.



- b. The contractor shall clean, check, and repair the ERV, returning it to proper working condition. Bids are to include the cost of the repairs, signal cable back to the EMCS panel, and an allowance of \$ 3,135 to sub-contract the EMCS hardware, database and programming changes (contact Building Management & Controls, Inc. @ (864) 288-

Anderson County School District Two Energy Use and Efficiency Improvements

1730). The installers shall include the cost of patching all wall penetrations and clean-up in their price.

5. SUBMITTALS

A. General

1. Include with submittals, system mounting and electrical connections and a written description of operation
2. Label items and devices shown and indicate the following information:
 - a) Coordination with submitted catalog data.
 - b) Proper settings and adjustments of components.
 - c) Normal condition of devices, such as normally closed switches, normally open valves and contacts, etc.
3. Sizes of devices and accessories included with devices.

B. System Sequences

1. For record purposes, provide the control and air flow diagram for system with a complete written sequence of operation pertaining to the diagram and shown on the same drawing.
2. Incorporate symbol elements from diagrams into the sequence, such as PM-1 power meter and OS occupancy switches.

C. Catalog Information

1. Provide diagram submittals with catalog sheets for every item used in the system repair.
2. Mark catalog sheets showing two or more devices or models of a device to show the specific model and/or accessories being used.

6. WARRANTY

Provide a **one-year** warranty for all repairs and system components

Part 2 - PRODUCTS

1. Provide the products of a single manufacturer where possible.
2. The Energy Management and Control System, EMCS, described here-in is an extension and modification of the existing District-wide EMCS. Contact Building Management and Controls, Inc., Mauldin, SC, 864-288-1730 for specific interface information.

Part 3 - EXECUTION

Anderson County School District Two Energy Use and Efficiency Improvements

1. INSTALLATION

A. Electrical Components

For installation standards and procedures for electrical components, refer to NEC and manufacturer's recommended practice. All electrical installation in the District shall comply with Division 12 of the SC Office of School Facilities 2009 Guidebook, notably Division 12, Section 1203.2, Wiring Methods. A full copy of the Guidebook may be viewed at:

<http://dev.ed.sc.gov/agency/Innovation-and-Support/Facilities/documents/2009Guidebook.pdf>

B. Control Wiring [48 volts or less]

1. Provide wiring in conduits inside insulated wall cavities or ceiling plenums and mount room devices on outlet boxes. Install ceiling mounted wiring in a workmanlike manner, parallel to the building structure, with no kinks or sags. Control wiring may be run in cable trays provided it is clearly identified. Provide all wiring related to power or control functions in conduit.

C. Control Power Wiring

1. Whenever control power wiring is taken from a receptacle panel, provide a breaker handle locking device to lock the breaker in the "ON" position. Label the circuit as "Control System Power, Do Not De-Activate".

2. FIELD QUALITY CONTROL

A. Function Test

1. Test and adjust equipment in terms of design, function, and performance to prepare for the acceptance test. Control devices and operators shall operate smoothly.
2. Two weeks after acceptance and after the systems have operated in normal service, return to the site and check the adjustments and correct items malfunctioning, at no expense to the owner.

B. Acceptance Test

1. Upon completion of the testing of the systems, adjust the various systems to function satisfactorily in compliance with the requirements of the Specifications and as shown.
2. Remedy any defects or malfunctions that are determined by these tests and repeat tests until defects have been corrected to the complete satisfaction

Anderson County School District Two Energy Use and Efficiency Improvements

of the District representative.

3. DEMONSTRATION

A. Operating and Service Instructions

1. Furnish the owner with two copies of complete operating and service instructions, covering equipment and its relationship to, and interlock with, heating, ventilating and air conditioning, lighting and electrical equipment.
2. Also furnish the services of a fully competent operational instructor for a total of one **day**, as directed by the District, to instruct operating personnel in the operation and care of the systems and their various components.
3. Furnish the owner with a recommended list of required spare parts to be stocked on site.
4. Minimize requirements for special tools. When special tools are required for the operation and adjustment furnish them including the necessary duplicates required for normal use.

SECTION II

ANDERSON COUNTY SCHOOL DISTRICT TWO ENERGY EFFICIENCY AND RENEWABLE ENERGY IMPROVEMENTS

**Anderson County School District Two
Energy Use and Efficiency Improvements**

PROPOSAL FORM

Name of Party making the Proposal: _____

To: Purchasing Manager for Anderson School District Two

1. Pursuant to the Notice Calling for RFPs and the other documents contained in the package, the undersigned party making the Proposal, having become familiarized with the Contractor's Agreement, provided in the Project Manual dated December 10, 2009, and having conducted a thorough inspection and evaluation of the Specifications and General Conditions contained therein, hereby proposes and agrees to be bound by all the terms and conditions of the Contractor's Agreement and agrees to perform, within the time stipulated, the work to be performed hereunder at the pricing set forth herein, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in connection with the following:

Project: Energy Recovery Ventilator Repair at Marshall Primary School

ASD2 Project No: SCEQ-S09-0088-02

all in strict conformity with the Contractor's Agreement, including all exhibits and Addenda thereto, contained in the Contractor's Agreement, a copy of which shall be maintained at the office of the Purchasing Manager of Anderson County School District Two for the following items:

Energy Recovery Ventilator Repair: \$ _____

Acknowledgement of Addenda

Check all that apply:

Addendum 1 received

1. _____

Addendum 2 received

2. _____

NUMBER OF DAYS FOR COMPLETING PROJECT AFTER RECEIPT OF NOTICE OF AWARD: 270 DAYS (not to exceed 270 days).

2. Each individual Proposal has been determined from reviewing the requirements and specifications and all other portions of the RFP documents, and shall include all items

**Anderson County School District Two
Energy Use and Efficiency Improvements**

necessary to the successful completion of all obligations of the Contractor's Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, supplies, transportation, facilities, labor, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the RFP Package, including, but not limited to, the Contractor's Agreement and all Proposal Documents, whether or not expressly listed or designated.

3. It is understood that the School District reserves the right to reject this Proposal and that this Proposal shall remain open and not withdrawn for the period of 30 days. There is no required Proposal security bond. The Contractor shall be required to furnish a certificate of insurance, prior to execution of the Contractor's Agreement.
4. A complete list(s) of proposed subcontractors is attached hereto.
5. It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the School District the Contractor's Agreement and provide the required certificates of insurance within ten days of mailing of said notice. The party making the Proposal further agrees that the work under the Contractor's Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of School District's Notice to Proceed, and shall be completed by the party making the Proposal in the time specified by the School District in the Contractor's Agreement.
6. Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the party making the Proposal at the address stated below.

7. The name(s) of all persons interested in the Proposal as principals are as follows:

8. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Contractor's Agreement, Payment and Performance Bonds, Workers Compensation Certificate, and required insurance certificates, to the School District within the time specified, the Proposal acceptance and award may be cancelled.

9. The undersigned hereby warrants that the party making the Proposal has all required licenses, if any, that such license(s) entitles the party making the Proposal to provide the work, that such license(s) will be in full force and effect throughout the duration of performance under the Contractor's Agreement, and that any all subcontractors to be

Anderson County School District Two Energy Use and Efficiency Improvements

employed by the undersigned will have appropriate licenses. In particular, it should be noted that the city of Belton and town of Honea Path both require the purchase of a business (privilege) license.

10. The party making the Proposal hereby certified that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees, and the party making the Proposal shall indemnify, hold harmless and defend the School District against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal’s failure to comply strictly with the IRCA.
11. All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the party making the Proposal, pursuant to the requirements of The Act, hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The party making the Proposal agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its sub recipients, contractors, subcontractors, assignees or successors.
12. The party making the Proposal must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
13. The party making the Proposal will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped; and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
14. The party making the Proposal will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped; and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.
15. The party making the Proposal must comply with Federal Debarment and Suspension regulations (10 CFR 1036.510b) by requiring completion of “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” by sub recipients prior to entering into a financial agreement with the sub recipients for any transaction as outlined below:
 - a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (currently \$25,000).
 - b. Any procurement contract for goods and services, regardless of amount, under which the sub recipient will have a critical influence on or substantive control over the transaction.

The party making the Proposal is responsible for monitoring the submission and maintaining the official document.

16. It is understood and agreed that if requested by the School District, the party making the Proposal shall furnish a notarized financial statement, references, and other information required by the School District, sufficiently comprehensive to permit and appraisal of the party making the Proposal’s ability to perform the contract.

Anderson County School District Two
Energy Use and Efficiency Improvements

- 17. The undersigned hereby warrants that all work shall be completed within the timeframe set form in the Proposal if the contract is awarded to the undersigned. Time is of the essence.
- 18. It is understood and agreed that all change order requests must be submitted in the form set forth in the General Contract Conditions of the District.

The undersigned hereby declares that all of the representations of the Proposal are made under penalty of perjury under the laws of the State of South Carolina.

(Name of Corporation)

By: _____

Print Name: _____

Date: _____

Its: _____

ATTEST:

Print Name: _____

Its: Secretary

**Anderson County School District Two
Energy Efficiency and Renewable Energy Improvements**

EXHIBIT A

RFP No. SCEO-S09-0088-02, Energy Efficiency and Renewable Energy Improvements

DRUG FREE WORKPLACE ACT STATEMENT

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47.

Name of Company: _____

Signature: _____

Title: _____

Date: _____

SWORN and subscribed to before me
This _____ day of _____, 2010.

Notary Public for South Carolina
My commission expires: _____

**Anderson County School District Two
Energy Efficiency and Renewable Energy Improvements**

EXHIBIT B

RFP No. SCEO-S09-0088-02, Energy Efficiency and Renewable Energy Improvements

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT – SERVICE CONTRACT WITH TOTAL VALUE OF \$15,000 OR MORE

Pursuant to S.C. Code Ann, 8-14-10, *et seq.* and Act 280, HB 4400, 117th Session South Carolina General Assembly, as amended. Contractor certifies that the Contractor shall comply with the provisions of S.C. Code Ann. 8-14-20(B)-(D) regarding the verification of employment authorization for all new employees, and shall require its subcontractors and sub-subcontractors to do the same. Contractor agrees to provide Anderson County School District Two any documentation requested by the School District to establish: (a) the applicability of S. C. Code Ann. 8-14-10, *et seq.* to the Contractor, subcontractor, and sub-subcontractor or sub-subcontractor. By signing below, Contractor certifies that Contractor will comply with these requirements.

CONTRACTOR: Sign below or indicate that this subsection is inapplicable.

(Signature)

as

(Printed name and title)

Date

- Subsection is inapplicable because:
- This is not a service contract for the physical performance of manual labor defined in 8-14-10 (A)(6)
- The total cost of the manual labor does not exceed 30% of the total cost of all labor or 5% of the contract price.
- The total value of this contract is less than \$15,000.00 in a twelve (12) month period.

SWORN and subscribed to before me
This _____ day of _____, 2010.

(L.S.)
Notary Public for South Carolina
My commission expires: _____