**REQUEST FOR PROPOSAL**

**UTILITY BILLING REVIEW AND ANALYSIS**

**OAKLAND UNIVERSITY**

**ROCHESTER, MICHIGAN**

**DATE ISSUED: September 20, 2016**

**RESPONSE DUE: 2:00 p.m. October 7, 2016, PSS Building, Room 13**

**ISSUED BY:**

**Facilities Management and Purchasing Department**

**Rochester, MI 48309**

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# 1.0 OAKLAND UNIVERSITY BACKGROUND INFORMATION

Oakland University is a world-class academic institution located on 1,443 acres of wooded hills and meadows in Rochester, MI. The university was established in 1957 through a generous donation from founders Alfred and Matilda Dodge Wilson. Oakland University celebrated the 50th anniversary of its founding in 2007. When it opened in 1959, 570 students were enrolled, and the charter class graduated in 1963 with 125 students receiving diplomas. Today, nearly 20,000 students attend classes at OU, and our alumni total has grown to approximately 100,000.

As a state-supported institution of higher education, Oakland University has been recognized and is classified as a doctoral research university by the Carnegie Foundation for the Advancement of Teaching. With 139 baccalaureate degree programs and 127 graduate degree and certificate programs, Oakland provides a learner-centered education with flexible class schedules and increased facilities, student services, classroom technologies, labs internships, co-ops and research opportunities with corporate partners.

The area’s rolling hills, wetlands and woodlands provide beautiful neighborhoods and plenty of year-round recreation. The surrounding community also offers an abundance of entertainment, cultural and social opportunities making it a great place to go to school, live, and work.

# 2.0 INTRODUCTION

This RFP is issued by Oakland University Facilities Management Department, to solicit proposals and qualifications from vendors, and energy service companies that describe their capabilities to audit and recover past utility billing errors their proposal.

#### 2.1 PROJECT DESCRIPTION

The university’s goal is to select a qualified vendor who will review and audit the utility bills, and find billing errors. The university will provide a copy of 3 years of utility billing to be reviewed for the following:

* DTE electric – 1 account
* BP natural gas - 1 account
* Consumers Energy natural gas - 1 account
* Auburn Hills domestic water – 3 accounts

#### 2.2 Oakland University Utilities - Electrical

The University receives electric service from Detroit Edison as a primary service customer on a Primary Educational Institutional Rate D6.2. The University consumes 40,000,000 KWh of electricity per year, and has a peak electric demand of approximately 9,500 kW. The annual electricity cost is approximately $3.0M.

#### 2.3 Oakland University Utilities - Natural Gas

The University’s natural gas supplier is BP, and Consumers Energy piping feeds the main gas meter to the campus. The annual natural gas usage is approximately 300,000 MMBTU, and the annual cost $2.0M.

#### 2.4 Oakland University Utilities – Domestic Water

The Domestic water is supplied by the City of Auburn Hills, with three separate feeds connected to the campus loop. The annual domestic water usage is 100,000 Kgal, and the annual cost is $1.2M.

# 3.0 RFP RESPONSE REQUIREMENTS

The following information should be included in the RFP response in the following order:

#### 3.1 Executive Summary

Provide a summary of the scope of services that your organization plans to provide. Specify your understanding of Oakland University’s objectives, anticipated challenges, and the level of effort that is required to successfully deliver the implementation of the project.

#### 3.2 Organizational Chart

Provide Company organizational chart with the proposed project team defined in sections 3.3 and 3.4. The chart is to be used to show the relationship of each team member that will be involved on this project. Include outside consultants and Vendors that will be part of your team.

#### 3.3 Team/Company Qualifications

Describe you firm’s organizational structure including any limited partnerships and how they are applied to this proposed project. List all the intended sub-Vendors or consultants for this project and their respective scopes of work. Identify the point of contact individual with their title, phone number, email address, and full mailing address.

Describe your company’s experience and qualifications in the following areas:

1. Provide an estimate of the amount of saving from previous clients that your company can potentially recover for Oakland University.
2. Experience with completing projects on University campuses.
3. Experience with projects at Oakland University.
4. Provide the number and titles of individual in-house staff, for example, the number of auditors, analysts, legal and tax experts, etc.
5. Provide the number and titles of outside consulting staff that will be part of this project.
6. Provide information on any current or prior litigation.
7. Provide information on any law suits your company or its employees is involved in with regards to energy, utility and business practices.
8. Provide your method of analysis, and scope of work to complete this project.
	1. Will you be using a specialized software?
	2. How many man-hours will be used by each team member identified above in section 3.2.
9. Provide a time line schedule to complete this project.
10. Provide a time line and explanation on the process of recovering billing errors.
	1. When will the university start seeing the savings, and refunds?
11. Provide information on the type of support Oakland University has to provide in order for you to complete the project.
12. Provide a schedule of your fees from the following list:
	1. Fixed amount.
	2. Hourly fee, not to exceed amount.
	3. Contingency.
	4. % of shared savings for past bills.
	5. % of shared savings for future bills.
	6. Time limit of future savings.
13. Provide information and fee structure for proposed potential tariff or rate changes.
14. Provide information on any commission or fee that your company will receive or potentially receive by providing services to Oakland University.
15. Provide information if you are willing to donate part of the recovered savings to Oakland University Scholarship funds.
16. Provide list of current membership to associations and business rating agency that your company is part of.
17. Is our company an agent or broker or subsidiary or part of a company engaged in the trade of energy, electricity or natural gas?
18. Provide a sample of your contract. Note Oakland University will use this as a starting point. What are the conditions to cancel the contract?

#### 3.4 Project References

Provide a minimum of three (3) references.

1. Client Name:
2. Contact Person and Phone Number:
3. Project Duration:
4. Amount of money recovered:
5. Cost to owner
6. Project duration in months:
7. Team Members who worked on the project:

#### 3.5 Team Member’s Qualifications and Experience

Provide resumes of the team members referenced in the organizational chart in section 3.2 and their respective role and experience with the referenced projects in Section 3.4.

#### 3.6 Project Schedule and Timeline

Provide a Proposed Project Schedule.

#### 3.7 Sample Development Contract

Provide a copy of your Sample Development Contract(s) that must include, at a minimum, the University’s General Terms and Conditions for Agreements (“T and C”). Any conflicts between the Sample Development Contract and T and C’s or any exceptions taken to the University’s T and C’s must be outlined in the RFP response.

# 4.0 EVALUATION OF RFP RESPONSE AND SELECTION CRITERIA

#### 4.1 Evaluation of the RFP Response

The University Selection Committee will evaluate the proposals submitted in response to this RFP, based on the completeness of the information provided, and the business and technical merits related to the goals and requirements of the University. The University Selection Committee will conduct a detailed review and evaluation of the company and/or team and all entities and/or organizations participating in providing the services described in this RFP. The evaluation of proposals has one basic objective: to determine whether the proposer/project developer meets the requirements set forth in this RFP and has the best value proposal to Oakland University. The University Selection Committee will determine which firms will be interviewed. Interviews will be held at the discretion of Oakland University.

#### 4.2 Selection Criteria

The selection criteria listed below will be used in the evaluation for the proposals:

30 Experience, approach, and qualification of your company, key people and auditors, with implementing similar services.

20 Cost effectiveness of the financial partnership to Oakland University.

10 Experience in doing business with higher education organizations.

10 References and similar projects to the proposed services to Oakland University.

10 Proposed project schedule and timeline.

10 Proposing company’s financial security and stability.

 10 Overall quality of communication of the proposal.

 **100 Total Points**

#### 4.3 The University Selection Committee

The University will review all responses to the RFP and may conduct individual discussions with proposers to clarify information submitted by them or to ensure that the proposer fully understood and responded to the requirements of the RFP.

The primary participants in this procurement on behalf of the University will include the following: Chief Operating Officer, Purchasing Director, General Counsel, and Facilities Management. Some or all of the above will comprise the Selection Committee during the procurement process; other University personnel and consultants may assist as needed.

# 5.0 PROCUREMENT PROCESS AND SCHEDULE

#### 5.1 Procurement Schedule

The University intends to conduct the procurement process expeditiously. Proposers are expected to comply with the procurement schedule, including any modifications thereto which may be made by the University. The University will notify proposers of any and all such modifications. Proposers who fail to comply with the schedule may not receive further consideration.

The anticipated procurement schedule for the RFP process is as follows:

|  |  |
| --- | --- |
| Issue Request for Proposal | September 20, 2016 |
| Deadline for Written Questions Regarding the RFP | September 27, 2016 at 12 pm |
| Responses to RFP Due | October 7, 2016 at 2 pm |

***\*\* The University will make every effort to adhere to the above schedule. It is subject however, to time extensions at the University’s discretion.***

#### 5.2 The RFP and Proposal

All written questions and/or requests for clarification regarding this RFP must be submitted to Paula Reyes via email at preyes@oakland.edu by noon, September 27, 2016. An addendum will be issued responding to questions and will be posted to the website for review and acknowledgement. During the period provided for in the preparation of proposals, or at any time thereafter, the University may issue addenda or amendments to this RFP. These addenda will be numbered consecutively and will be posted to the website. All responses to this RFP should be prepared with full consideration of the acknowledged addenda.

Sealed RFP responses are to be received in the Purchasing Department no later than 2:00 p.m., October 7, 2016. The proposer shall submit 3 bound copies and one electronic copy of their proposal to the Purchasing Department located at 201 Meadow Brook Rd, Rochester MI 48309, PSS Bldg., Room 13.

An individual link request should be sent to Paula Reyes preyes@oakland.edu, no later than 24-48 hours before the proposal submission deadline. An electronic copy is required to be received no later than 2:00 p.m., October 7, 2016. Late, faxed or emailed responses will not be accepted.

All submittal materials should be in a spiral or comb-bound booklet. The bound document shall be 8 ½” x 11” format, no smaller than 11 font, up to 20 pages, and should not contain unnecessary elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation.

Expenses for developing and presenting responses to this RFP shall be the entire responsibility of the Vendor and shall not be chargeable to the University. All supporting documentation and manuals submitted with this proposal will become the property of the University. The Vendor understands that the University complies with the Michigan Freedom of Information Act (“FOIA”) and that University may provide Confidential Information to other persons or entities upon receipt of a FOIA request.

#### 5.3 Terms and Conditions

This RFP in no manner obligates the University to the eventual purchase of any products or services described, implied, or which may be proposed, and may be terminated by the University without penalty or obligation at any time.

Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

Conflict of Interest: The Vendor affirms that to the best of its knowledge there exists no actual or potential conflict-of-interest between the Vendor's family, business, or financial interests and providing the Services. The Vendor will not attempt to influence any University employee by the direct or indirect offer of anything of value. The Vendor also warrants that no officer or employee of the University has or will have a direct or indirect personal financial interest in the Agreement. The Vendor also affirms that neither the Vendor nor any of its employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Vendor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of an Agreement.

In the event of change in either Vendor’s interests or Services under this Agreement, the Vendor will inform the University regarding all possible conflicts-of interest which may arise as a result of such change. The Vendor agrees that conflicts-of-interest will be resolved to the University’s satisfaction or the University may terminate the Agreement.

Oakland University reserves the following rights: to accept or reject any bid; to reject all bids’ to waive any formalities or irregularities contained in a bid that do not comply with the terms and conditions of the invitation to bid, any modifications to the invitation to bid, or any specifications; to select the bid and/or items that in the sole and absolute discretion of Oakland University are in Oakland University’s best interest whether or not the bid selected is the lowest monetary bid received.

Any contract resulting from this Request for Proposal is subject to and shall be performed in accordance with the University’s General Terms and Conditions for Agreement located at the following: [OU Terms & Conditions](https://wwwp.oakland.edu/Assets/upload/docs/General-Counsel/Forms/General-Terms-and-Conditions-for-Agreements.pdf).

#### 5.4 Insurance Requirements

*The awarded Vendor will be required to obtain insurance protecting Oakland University, Vendor and any subcontractor of Vendor performing services covered by the RFP. The awarded Vendor agrees to immediately comply with the insurance provisions and maintain insurance levels at Vendor’s sole expense, as detailed in Attachment 8 – Oakland University Sample Contract. Vendor shall provide acknowledgement and evidence of such insurance prior to execution of the Contract. Vendor’s failure to comply with these provisions shall cause Vendor’s proposal to be considered non-responsive.*

If your firm is selected for this service proof of the following insurance coverage will be required:

Commercial General Liability: $1,000,000

Automobile Liability: $1,000,000

Umbrella Liability $1,000,000

Professional Liability/Cyber Liability $1,000,000

Worker’s Comp Statutory Limits

1. Oakland University must be listed as an “Additional Insured” on the Certificate of Insurance.
2. Vendor must provide an insurance certificate before commencing service delivery, must keep the certificate up-to-date, and must forward copies of all revised certificates of insurance to the Purchasing Department at Oakland University within thirty (30) days of the change.
3. Notice of cancellation must be submitted thirty (30) days prior to the termination of the insurance coverage.