



## GENESEE COUNTY PURCHASING DEPARTMENT

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August 28, 2009

### **GENESEE COUNTY REQUEST FOR PROPOSALS #09-020**

Sealed proposals will be received until **11:00 a.m. (EDT), Monday, September 21, 2009**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502 for **ENERGY EFFICIENCY AND CONSERVATION CONSULTING SERVICES**.

A pre-proposal meeting will be held on **Tuesday, September 8, 2009, at 2:00 p.m. (EDT)**, in the Genesee County Metropolitan Planning Commission (GCMPC) Conference Room located at 1101 Beach St, Room 223, Flint, Michigan 48502.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each proposer must submit one copy of their 2009 CERTIFICATE TO DO BUSINESS WITH GENESEE COUNTY. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502, (810) 257-3028, fax (810) 768-7943.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. A green proposal sticker will be provided by Genesee County when the RFP is sent to the offeror by mail. The proposal request number and due date for this RFP are:

**DUE DATE: MONDAY, SEPTEMBER 21, 2009 @ 11:00 AM**  
**PROPOSAL REQUEST NUMBER: #09-020**

Eric F. Hopson  
ERIC F. HOPSON, PURCHASING DIRECTOR

bid2\2009\09-020  
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER  
[www.co.genesee.mi.us/purchasing](http://www.co.genesee.mi.us/purchasing)

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# RFP #09-020 ENERGY EFFICIENCY AND CONSERVATION CONSULTING SERVICES

## SECTION 1. INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **11:00 a.m. (EDT), Monday, September 21, 2009** at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A pre-proposal meeting will be held on **Tuesday, September 8, 2009, at 2:00 p.m. (EDT)**, in the Genesee County Metropolitan Planning Commission (GCMPC) conference room located at 1101 Beach St, Room 223, Flint, Michigan 48502.
3. **Submit one original, three hardcopies of the proposal, and one adobe PDF Format of your proposal.** All proposals become the property of Genesee County. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
4. To be considered for award, each offeror must submit a current (2009) Certificate To Do Business With Genesee County. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502. Telephone 810 257-3028, Fax 810 768-7943. A Model Equity and Diversity plan is enclosed for your use. **Genesee County utilizes this plan for informational purposes only. The content of any proposer's plan is not considered in either the evaluation of the proposal or the decision to award a contract to a specific proposer.**
5. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract or this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
6. **All prospective offerors shall be responsible for routinely checking the Genesee County Purchasing Department website (<http://www.co.genesee.mi.us/Purchasing/currentbids.htm>) for issued addenda and other relevant information. Genesee County shall not be**

**responsible for the failure of a prospective offeror to obtain addenda and other information issued at any time, related to this RFP.**

7. The County of Genesee requires a signed Bidders Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.
8. Proposal Format: Proposals must be submitted in the format outlined In SECTION 8. INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT) to be deemed responsive.
9. Local Preference for Genesee County Businesses: In the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Genesee County Businesses shall be afforded five (5) percent of the total evaluation points up to a maximum of five (5) points.

## **SECTION 2. STANDARD TERMS AND CONDITIONS**

1. Genesee County Purchasing Regulations All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan, 48502.
2. Evaluation and Award The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. Discussion with Responsible Offerors and Revisions to Proposals Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. Cancellation; Rejection of Proposals The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.

5. **Equity and Diversity** To be considered for award, each offeror must submit a current Certificate To Do Business With Genesee County. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502. Telephone 810 257-3028, Fax 810 768-7943.
6. **Receipt of Proposals** It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the bid announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE WILL NOT BE CONSIDERED.**
7. **Tax** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
8. **Non-Discrimination** The successful bidder/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
9. **Performance Bond** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
10. **Conflict of Interest** Each offeror, by submitting a bid, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
11. **Inspection** All goods are received subject to inspection and testing. If goods are defective or fail to meet the bid specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
12. **Offeror's Representations** Each offeror, by submitting a proposal, represents as follows:
  - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;

- 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
  - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
13. **Independent Contractor** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
14. **Insurance** Each offeror must submit a completed Bidder's Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
15. **Indemnification** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
16. **Warranty** The offeror warrants that all goods and services furnished under a contract resulting from the RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
17. **Year 2000** The offeror warrants that each hardware, software, and firmware product delivered under a contract resulting from the RFP shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor. The offeror warrants that all such calculations, comparisons, and sequences will be recognized and accommodated and will not, in any way, result in hardware, software, or firmware failure. Genesee County, at its sole option, may require the contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with the obligations contained herein. The obligations contained herein apply to products provided by the contractor, its subcontractors, or any third party involved in the creation of the products to be delivered to Genesee County under the contract. Failure to comply with any of the obligations contained herein, may result in Genesee County availing itself of all its rights under the law and under this contract including, but not limited to, its rights pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in the contract, and are

not subject to any disclaimer of warranty or limitation of the contractor's liability which may be specified in the contract documents.

18. **Applicable Law** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
19. **Right to Inspect** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
20. **Right to Audit** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
21. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter  
County Administration Building  
County Courthouse

Galliver Building  
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

### **SECTION 3. ADDITIONAL TERMS & CONDITIONS**

1. **Intent:** Genesee County (herein known as "the County") invites qualified consulting firms to submit sealed proposals for **ENERGY EFFICIENCY AND CONSERVATION CONSULTING SERVICES**. Proposals will be accepted at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan until **Monday, September 21, 2009 at 11:00 a.m. (EDT)**. **Late proposals or proposals sent by facsimile or e-mail will not be accepted.**

The County reserves the right to waive any informalities in the request for proposals, to reject any or all proposals, and to make an award that it considers to be in the best interest of Genesee County.

2. **Equal Employment Opportunity:** The proposer will be required to comply with all applicable Equal Employment Opportunity laws and regulations.
3. **Disadvantaged, Minority & Women-Owned Business Enterprise:** The County hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this solicitation, Disadvantaged, Minority and Women-Owned Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for award.
4. **Ineligible Contractors:** All proposers will be required to certify that they are not on the Comptroller General's list of Ineligible Contractors. Genesee County reserves the right to reject any proposal if the proposer fails to comply with this requirement.
5. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Board of Commissioners. The sole point of contact for this RFP is Mr. Eric F. Hopson, Genesee County Purchasing Director, e-mail: ehopson@co.genesee.mi.us, Fax (810) 257-3380 and Telephone (810) 257-3030. E-mail is the preferred method of contact.
6. **Purpose:** This RFP provides prospective proposers with information to enable them to prepare and submit proposals for consideration by Genesee County, for the provision of **ENERGY EFFICIENCY AND CONSERVATION CONSULTING SERVICES.**
7. **Scope of Work:** The work outlined in this request for proposals (RFP) is more specifically contained within SECTION 7. SCOPE OF SERVICES.
8. **Pre-Proposal Meeting/Questions:** A pre-proposal meeting will be held on **Tuesday, September 8, 2009 at 2:00 p.m. (EDT)** at the GCMPC offices located at 1101 Beach Street, Room 223, Flint, Michigan. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFP. Representation will be limited to two persons per proposer, due to limited facilities available. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Genesee County Purchasing Director. Answers to questions and the pre-proposal meeting minutes will be affirmed in writing; and made available at the Genesee County Purchasing website <http://www.co.genesee.mi.us/Purchasing/currentbids.htm>. Telephone questions will not be answered.

10. Questions from proposers unable to attend the pre-proposal meeting, regarding this RFP, must be submitted in writing and must arrive at the Genesee County Purchasing Department not later than **Friday, September 4, 2009 at 12:00 p.m.** Questions in writing should be directed to Mr. Eric F. Hopson, Genesee County Purchasing Director, 1101 Beach Street, Room 200, Flint, MI 48502, E-mail: ehopson@co.genesee.mi.us, Fax (810) 257-3380. E-mail is the preferred method of delivery. Written answers to questions to clarify the RFP will be posted at <http://www.co.genesee.mi.us/Purchasing/currentbids.htm>.
11. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.co.genesee.mi.us/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
12. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
13. **Responsive Proposals:** To ensure consideration, all prospective proposers must submit a complete response to this RFP using the format provided in Section 8. **One original, three additional hardcopies of the proposal, and one adobe PDF Format of your proposal** must be submitted to the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI 48502. Submitted proposals must be signed by an official authorized to bind the offeror to its provisions. All proposals received shall remain valid for a period not less than ninety (90) days from the due date on this RFP.
14. **Response Date:** To be considered, proposals must arrive at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI 48502 on or before **September 21, 2009 at 11:00 a.m. (EDT)**. Offerors mailing proposals should allow for normal mail delivery time to ensure timely receipt of their proposal.
15. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
16. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976, as amended, known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
17. **Errors, Omissions, And Discrepancies:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall

immediately notify the Genesee County Purchasing Director of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived by the proposer.

18. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, as determined by the County, show them to be qualified, responsible and capable of performing the work. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to the County, based on the evaluation criteria included in this RFP.

19. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP and the professional services contract template (Attachment 1) will serve as the basis for the contract. The contents of the proposal of the successful offeror and its Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation or termination of contract award.
20. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
21. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from all terms, conditions, specifications or requirements associated with this solicitation.
22. **Independent Price Determination:** By submission of a proposal, the offeror certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization in connection with this proposal, that:
  1. The prices in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor; and,

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror to any competitor; and,
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Each person signing the proposal also certifies that:

4. He/She is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal and that he/she has not participated, and will not participate in any action contrary to Sections 3.21.1, 3.21.2, and 3.21.3 above; or,
5. He/She is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to Sections 3.21.1, 3.21.2, and 3.21.3 above.

A proposal will not be considered for acceptance if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete sections 3.21.1, 3.21.3, 3.21.4 or 3.21.5 above. If section 3.21.2 has been modified or deleted, the proposal will not be considered for award unless the offeror furnished with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the County determines that such disclosure was not made for the purpose of restricting competition.

23. **Equal Opportunity and Affirmative Action:** All federal, state and local regulations with respect to equal opportunity, affirmative action, and minority representation shall be adhered to by the proposer. All proposers will be required to certify that they are not on the Comptroller General's list of Ineligible Contractors. The GCMPC reserves the right to reject any proposal if the offeror fails to comply.
24. **Project Manager:** The proposer must provide a commitment that the Project Manager the proposer assigns to the project will be committed for the life of the project. And if there is any change in staff from the original Project Manager GCMPC has the right to approve those changes to the project.
25. **Interviews:** Consultant interviews, if necessary, will take place on **Monday, September 28, 2009** for superior proposals meeting the requirements in Section 6. Evaluation Criteria and Selection Procedure. The Project Manager and staff assigned to the project must be present during interviews with the consultant.

26. **Use of Data and Products:** All data and other products produced as a result of this contract becomes the sole property of the Genesee County. The County reserves the right to disseminate and distribute the information, data and other products produced as a result of this contract, to other entities outside of the County.
27. **Proposal Modifications:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the Proposal Opening Date, may be made by properly communicating such changes in writing to the Genesee County Purchasing Director.
28. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
29. **Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the Standard Proposed Contract and this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
30. **News Release:** News releases pertaining to this RFP or the services, study, data, or project to which it relates will be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No results of the project will be released without prior approval of the contract administrator and then only to persons designated.
31. **Prime Contractor Responsibilities:** The successful proposer shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
32. **Type of Contract:** It is proposed that, if a contract is entered into as a result of this RFP, it will be an actual-cost plus fixed-fee contract for Phase 1. In addition, the County anticipates executing a performance based contract with the successful firm for Phase 2. The determined price of the contracts shall be adhered to and at no time will Genesee County consider any bill for work not agreed upon by the County.
33. **Contract Period:** The resulting contracts will vary as it relates to contract term. However, the initial contract will have a sufficient term to allow for the successful completion of tasks by December 21, 2009. The performance based contract for the provision of services for Phase 2, will have a contract term for a period three (3) years with four (4) one (1) year extensions.
34. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.

35. **Contract Payment Schedule:** Payment for contracts entered into as a result of this RFP will be made after the Energy Efficiency and Conservation Strategy (EECS) is approved by the U. S. Department of Energy. The proposer is invited to propose an alternative payment schedule.
36. **Surety Bonds:** At the time of execution of the contract for the construction phase, the successful ESCO shall furnish the County with surety bonds, which have been fully executed by the ESCO, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the ESCO's performance of the work. The surety and the form of the payment and performance bonds shall be acceptable to the County. Unless otherwise specified, each surety bond shall be in the sum equal to the full amount of the agreement.

## **SECTION 4. PROCUREMENT TIMETABLE**

The following projected timetable shall be used as a working guide for planning purposes. Genesee County reserves the right to adjust this timetable as required during the course of the RFP process:

Request for Proposals Issued	August 31, 2009
Last Day for Written Questions	September 4, 2009
Issue Addendum (if applicable)	September 10, 2009
Proposals Due In Purchasing	September 21, 2009
Genesee County Board of Commissioners Approval	October 6, 2009
Contract Effective Date for Preliminary Audit & EECS	October 19, 2009
Deadline for submission of EECS to U. S. DOE	December 21, 2009

## **SECTION 5. MINIMUM QUALIFICATIONS OF PROPOSERS**

In order to qualify for contract award, proposer shall have the capability in all respects to perform the contracts and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, the following requirements are necessary for submission of an offer:

1. The proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. The proposer shall employ an adequate number of professional staff consultants to perform the required work/services.
3. Proposers must have a minimum of three years of experience providing professional energy consulting services, and/or demonstrated experience as an Energy Services Company.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal (response), Genesee County shall not consider its proposal for contract award.

## **SECTION 6. PROJECT INFORMATION**

The Energy Efficiency and Conservation Block Grants (EECBG) Program, funded for the first time by the American Recovery and Reinvestment Act (ARRA) of 2009, represents a Presidential priority to deploy the cheapest, cleanest, and most reliable energy technologies we have - energy efficiency and conservation - across the country. The Program, authorized in Title V, Subtitle E of the Energy Independence and Security Act (EISA) and signed into law on December 19, 2007, is modeled after the Community Development Block Grant program administered by the Department of Housing and Urban Development (HUD). It is intended to assist U.S. cities, counties, states, territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects and programs designed to:

- Reduce fossil fuel emissions;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation, building, and other appropriate sectors; and
- Create and retain jobs.

Through formula and competitive grants, the Program empowers local communities to make strategic investments to meet the nation's long-term goals for energy independence and leadership on climate change.

Funding for the EECBG Program under the Recovery Act totals \$3.2 billion. Of this amount, approximately \$2.7 billion will be awarded through formula grants.

Grants can be used for energy efficiency and conservation programs and projects community wide, as well as renewable energy installations on government buildings. Activities eligible for use of funds include:

- Development of an energy efficiency and conservation strategy;
- Building energy audits and retrofits, including weatherization;
- Financial incentive programs for energy efficiency such as energy savings performance contracting, on-bill financing, and revolving loan funds;
- Transportation programs to conserve energy;
- Building code development, implementation, and inspections;
- Installation of distributed energy technologies including combined heat and power and district heating and cooling systems;
- Material conservation programs including source reduction, recycling, and recycled content procurement programs;
- Reduction and capture of greenhouse gas emissions generated by landfills or similar waste-related sources;

- Installation of energy efficient traffic signals and street lighting;
- Installation of renewable energy technologies on government buildings;

Any other appropriate activity that meets the purposes of the program and is approved by DOE.

## **SECTION 7. SCOPE OF SERVICES**

Genesee County is soliciting proposals for an Energy Services Company (ESCO) to assist the County, under contract, to develop and implement a strategy for energy efficiency and conservation and to carry out activities to achieve the purpose of the EECBG Program.

The contractor will work with an Energy Efficiency & Conservation Project Team (EECS Project Team) to develop a comprehensive plan for utilizing funds allocated to Genesee County under the above referenced EECBG Program. The Contractor should have sufficient professional experience in the field of energy conservation, renewable energy and environmental sustainability to assist Genesee County in developing an Energy Efficiency and Conservation Strategy (EECS) by identifying projects with the greatest possible return on investment. The contractor will assist by analyzing, designing, and prioritizing initiatives that efficiently and effectively meet the overall purpose of the EECBG Program.

The EECS Project Team will identify County priorities and strategic goals among potential investments (projects). The Contractor will evaluate potential activities, outline potential projects, and identify partnerships and other strategic opportunities that strengthen the County's overall strategy in accordance with guidance provided by the DOE. A critical element of the EECBG Program is meeting the goal of timely investment of allocated funds. Local entities, including Genesee County, are required to obligate/commit all funds within eighteen (18) months from effective date of the award. In the event funds are not obligated/committed within eighteen (18) months, the DOE reserves the right to deobligate the funds and cancel the award. The total grant period is 36 months.

Please see below a more detailed description of the above referenced activities. At a minimum, the contractor shall provide the following services which may not have been mentioned elsewhere in this solicitation:

### Phase 1

1. Preparation of an Energy Efficiency and Conservation Block Grant Strategy – The development of an EECS that meets all requirements for submission through the EECBG formula grant program. Refer to the EECBG website for the latest information and forms. The strategy shall adequately address the following issues:
  - a. The formation of energy efficiency, energy conservation and energy use goals for the following Genesee County facilities:

1. Genesee County Administration Building
  2. Genesee County Jail
  3. McCree Courts & Human Services Building
  4. Genesee County Courthouse
  5. Haley Building
  6. Genesee County Animal Control
  7. Genesee County 67<sup>th</sup> District Courts (5)
- b. Development of strategies to achieve those goals through efforts to increase energy efficiency, reduce fossil fuel emissions or reduce energy consumption through investments. The contractor will develop short and long-term recommendations for the EECS based on a preliminary assessment of these buildings. These recommendations will provide short and long-term strategies, based on preliminary estimates, for reaching the plan's vision.
  - c. Identification of plans and methods to retrofit existing County buildings and facilities to improve energy efficiency.
  - d. Prepare appropriate materials and make presentation on process and final recommended Energy Efficiency and Conservation Strategy to the EECS Project Team and the Genesee County Board of Commissioners.
  - e. Provide all final strategy documents in Genesee County approved electronic format and hard copy (four hard copies).

## Phase 2

2. Conduct and Produce a Comprehensive Energy Audit - The performance of a comprehensive Investment Grade, Detailed Energy Audit (DEA) that optimizes the available energy savings from designated Genesee County facilities. Further, the audit must consist of the following:
  - a. An audit of current utility consumptions verifying all financial data that will be reported to the DOE.
  - b. An audit of all energy systems within designated Genesee County facilities. The energy audit should be completed utilizing a building energy use simulation software package approved by Genesee County and the DOE.
3. Development of Initiatives and Projects - The Contractor/ESCO will develop a prioritized list of projects designed for implementation of the study. The list of projects should be developed with the assumption that the County will negotiate a performance based contract with Contractor/ESCO, and there will be a mixture of private, local, state, and federal funds available in the future for improvement projects. The prioritized list should include an estimated cost of the project along with a breakdown by percentage of where the funds should be made available from private, local, state and federal agencies.

4. Identification and Creation of Project Financing – A detailed funding strategy shall also be included to assist Genesee County in receiving funding including potential funding sources. Upon satisfactory results of the DEA, an Energy Performance Contract may be negotiated to implement the recommended projects. The Contractor/ESCO is to develop a financing program that takes advantage of grant funding, tax-exempt resources, available rebates and incentive programs offered by state and federal agencies, as well as recommendations on how to increase leveraging of public and private funds.
5. Construction and Project Implementation Services - The contractor will develop a detailed implementation plan that identifies who will be responsible for working to implement each strategy identified in the recommendation phase of the plan and a timeline for implementation. The implementation plan will also include recommendations to better coordinate and streamline the permitting processes and activities in Genesee County. The selected Contractor/ESCO will provide design services, equipment procurement, competitive bidding, construction management, hazardous waste disposal or recycling services. In providing services referenced in this section the Contractor shall comply with all relevant Genesee County policies and procedures. These policies include, but are not limited to, policies associated with the payment of Prevailing Wage, Project Labor Agreements, and Local Preference.
6. Commissioning/Guarantee/Monitoring of Projects/Investments – Upon completion of construction and implementation of energy efficiency projects, the Contractor/ESCO will offer a variety of services including, but not limited to commissioning, continuing operations and maintenance for all improvements, staff training on routine maintenance of systems, training of all appropriate County personnel, performance and cost guarantee of savings, monitoring and verification for measurement and reporting of the performance and savings from improvements, analysis and application for Energy Star Label and/or LEED Existing Buildings certification, monitoring and reporting of emissions reductions as required by state and/or federal regulatory agencies, maintaining long-term high efficiency performance of buildings.

## **SECTION 8. INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)**

Proposals must be submitted in the format outlined below to be deemed responsive:

### **Organizational Information**

- Tab 1. Cover Letter: A letter signed by an officer of the firm, generally describing your firm's interest in this solicitation with a brief overview of the firm.
- Tab 2. Business Organization: State the full name and address of your organization's corporate headquarters and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. In

addition, provide the company's history as a firm identifying core competencies and experience in providing consulting services relative to energy efficiency and conservation. Describe the firm's experience providing services as an ESCO, and with performance based contracting. In addition, please provide a minimum of three (3) client references that can attest to the quality of similar services provided by your firm as an ESCO with a focus on government or commercial office buildings. This information should include appropriate contact information that will allow Genesee County to follow up directly with client references. Also, please include a description of your firm's knowledge of the EECBG Program and evidence of experience in dealing with federal government grant requirements.

- Tab 3. Information on anticipated Subcontractors: Name all subcontractors that your firm anticipates will be involved by your firm in this engagement. If your organization utilizes full-service specialty firms, such as lighting specialists that provide auditing and implementation expertise, please indicate how your organization will integrate the subcontractor into this engagement.
- Tab 4. Authorized Negotiators: Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract.
- Tab 5. Instances of Contract Termination and/or Litigation: Provide information on any contracts with your firm of this type that were terminated prior to completion in the last five years. Include details of such circumstances. The proposer must provide a description of all litigation that is pending and all litigation in which a judgment was made against the proposer during the previous three years.
- Tab 6. Examples of Previous Work: Provide an example of a comprehensive Detailed Energy Audit (DEA) developed by your organization for a project where the specific project team completed similar work as contemplated for this engagement. Please provide an electronic copy of the comprehensive DEA in this tab.
- Tab 7. Demonstration of Financial Stability: Submit with the proposal your organization's most recent financial audit, annual compiled financial statements or annual consolidated financial statements.
- Tab 8. Exceptions: Furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the Standard Proposed Contract and this RFP.
- Tab 9. Alternate Payment Schedule (if applicable)
- Tab 10. Genesee County Executed Forms:
- Executed Bidders Insurance Checklist

- 2009 Certificate To Do Business With Genesee County or a letter stating when the Model Equity & Diversity Plan was submitted to the Genesee County Office of Equity & Diversity.
- Signed Signature Page

Tab 11. Evidence of Eligible Contractor: All proposers shall certify that they are not on the Comptroller General's list of Ineligible Contractors. In addition, please include any other information that is believed to be pertinent but not specifically asked for elsewhere.

## **Project Approach**

Tab 12. Statement of the Project: State in precise terms your understanding of the project as presented by this RFP.

Tab 13. Management Summary: Include a narrative description of the proposed effort and of the product that will be delivered. All proposers shall describe the types and sources of data that will be collected and reviewed. In addition, proposers shall identify how the analysis will be done and what measures of effectiveness will be utilized.

Tab 14. Work Plan: Describe in narrative form your technical plan for accomplishing the work. Include your firm's proposed approach to completing the scope of services as outlined above. Include in the work plan the time frame or schedule your plan would adhere to (preferably in Gantt chart form). Indicate the number of labor hours you have allocated for each phase including meetings.

Tab 15. Organizational Chart: Provide an organizational chart identifying key members of the team. The chart should clearly delineate roles and responsibilities of the various team members.

Tab 16. Key Staff & Personnel: The consulting firm must be able to staff a project team, which is experienced in Energy Efficiency and Conservation Projects. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Identify key individuals by name and title. Provide resumes of key personnel that will be involved in the project. Supply references in communities that have used their work, including a brief description of each project and complete contact information for the client.

Tab 17. Current Work Assignments & Contractual Obligations: Indicate current and projected work assignments of key personnel identified in Tab 16 above, and for each key personnel, identify permanent office location, location of each individual's current work assignment by city, county and state, and a brief description of the work assignment, including its approximate dollar value, current percentage of completion and expected completion date.

Tab 18. Additional Information:

- Please indicate the level of support and information needed from County staff and departments.
- Discuss any other factors or data the County should consider in completing the Energy Efficiency and Conservation Strategy.
- Identify challenges associated with the project and describe the processes and analysis you will utilize to address them.
- Discuss three factors that will represent a successful EECS submission to the DOE.

## **Technical Approach**

Tab 19. Audit:

- Technical Site Analysis - Describe your general approach to auditing a facility. What is involved? How is customer involved? Methodical approach? Level of expertise involved? Information and resources needed from customer?

Tab 20. Design/Construction:

- Engineering Design - Describe your firm's approach to the technical design of this project.

Tab 21. Engineering Analysis:

- Baseline Calculation Methodology - Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
- Adjustment to Baseline Methodology - Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather and facility use changes. Describe factors that would necessitate adjustment.
- Savings Calculations - List all procedures, formulas and methodologies including special metering or equipment, which your firm will use to calculate energy, water and O&M savings. Include assumptions made in the calculations.
- Dollar Savings Calculations - Describe the procedure to assign dollar values to the savings. Include energy savings as well as maintenance or material savings.
- Cost Savings Guarantee Calculations - Describe your firm's procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings can be documented.
- Monitoring and Verification - Describe the specific methodology proposed for ongoing monitoring and savings verification of each recommended project's performance. Include the frequency of such efforts, and all procedures, formulas and methodologies including special metering or equipment, which your firm will use to verify actual energy, water and O&M savings.

## Performance Contracting Approach

### Tab 22. Approach:

- Differentiation of Your Firm - Describe particular characteristics of how your firm approaches performance contracting.
- Management - Briefly describe your firm's approach to management.
- Model Performance Contract Agreement - Please provide a draft model energy performance contract agreement for the County's review.

### Tab 23. Other Services

- Training Provisions - Describe your firm's capabilities in providing technical training for facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
- Performance Guarantee - Describe your firm's approach to the performance guarantee. Is it required? When is it recommended for the guarantee to be dropped? Does the guarantee cover the annual monitoring & verification and maintenance contract costs?
- Maintenance Contract - Describe the types of services that can be included in the maintenance contract. Comment on whether Customer's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee. (These duties could include programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.). Describe your firm's flexibility in terminating the guarantee. Describe the required length of the maintenance contract and the relationship with the guarantee in the event that Customer chooses to terminate the maintenance contract prior to the end of the performance contract.
- Project Financing - Describe your firm's preferred approach to providing or arranging financing for the proposed project. Describe the mechanics of the financing arrangement, including equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with the financing of this project. Please comment on how you would work with Customer to utilize tax-exempt financing if appropriate, or other methods to keep financing costs to a minimum.
- Energy Star Label - Describe your willingness and experience/capability to provide services and prepare an application to achieve the Energy Star Label on retrofitted buildings.
- Emissions Reductions Reporting - Describe your willingness and experience/capability to calculate and report emissions reductions.

### Tab 24. Construction Issues:

- Environmental Liability - State your firm's position with respect to the acceptance of liability for any hazardous materials encountered during the course of the project. If the firm is willing to accept any level of environmental liability?

- Equipment Ownership and Service Responsibility - Describe the status of equipment ownership and service responsibility at contract expiration.
- Warranties - State the nature and term of typical warranties.

## **Cost Proposal**

### Tab 25. Cost Methodology:

- Indicate your organization's project mark up and cost elements for a typical project. Proposers are required to fully respond to this requirement. Partial submissions will be considered non-responsive.

### Tab 26. Cost for completing a DEA:

- Please provide a firm fixed price (if any), along with a full description of scope and schedule to provide the EECS and DEA. It is anticipated that the DEA will include, at a minimum, the buildings identified in Section 7.1.a.

### Tab 27. Full Disclosure of Cost & Pricing:

- Include in your response your firm's experience and willingness to provide open-book pricing. Describe your firm's approach in providing open-book pricing. Note that open book pricing will be required, such that the selected firm will fully disclose all costs, including all itemized costs of subcontractors and vendors. The selected firm will maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. The selected firm will provide access to records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. Cost markups will be clearly applied.

## SECTION 9. EVALUATION CRITERIA AND SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. **Each criterion will be scored based upon the points indicated. Further, each proposal will be scored with a possible total of 100 points, and ranked by score.**

	<b>Evaluation Criteria</b>	<b>Possible Points</b>
	A. Experience of the firm in providing services as an Energy Services Company (ESCO)	15
	B. Previous experience with providing services under a performance contract.	15
	C. Demonstrated knowledge and experience with projects funded by the U. S. Department of Energy	5
	D. Financial Stability of the firm	5
	E. Depth of technical expertise associated with providing services as required in this solicitation.	10
	F. Experience providing similar services to Government Entities.	5
	G. Methodology for auditing, measuring and reporting results.	10
	H. Nature and Extent of proposed Training and Technical Support	10
	I. Cost Proposal & Considerations: <ul style="list-style-type: none"> <li>• Proposed Fees for the provision of services</li> <li>• Description of how cost &amp; fees will be established for approved projects</li> <li>• Maximum interest rate for financing projects beyond those funded by the DOE</li> </ul>	5 10 10
	<b>Total Possible Points</b>	<b>100</b>

All members of the EECS Project Team will review proposals by evaluating each proposal subject to the above referenced criteria. The scores will be submitted to the project manager and an average of the Team members scores will be used to calculate the points for each criterion.

The EECS Project Team may request interviews with the top three scoring proposers and may solicit Best and Final Offers (BAFOs). Interviews, if necessary, will be held on Monday, September 28, 2009 at the Genesee County Metropolitan Planning Commission offices located at 1101 Beach St, Room 223, Flint, MI 48502. The EECS Project Team will be present during the interviews. Use of projectors and other visual aids will be made available to the proposers if requested prior to the interview. The presentation must be given by the project manager and key staff proposed for the project.

EECS Project Team members will recalculate points, based on interviews and BAFOs, from the top three proposers. The EECS Project Team will recommend a consultant to the Genesee County Board of Commissioners. This recommendation will be based the proposer with the top scoring proposal/offer. The Genesee County Board of Commissioners will make the final decision to either enter negotiations with the selected firm or not award the contact.

If the EECS Project Team can not negotiate a reasonable contract with the top scoring proposer, team members will stop negotiations, disqualify the proposer and begin negotiation with the proposer with the second highest scoring proposal/offer.

**GENESEE COUNTY BIDDER'S INSURANCE CHECKLIST**  
**RFP # 09-020 TITLE: Energy Efficiency & Conservation Consulting Services**

Coverage Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory Limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate including errors & omissions with same limits
<input checked="" type="checkbox"/> 4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 5. Products/Completed Operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident-Owned, hired, nonowned
<input checked="" type="checkbox"/> 7. Excess Liability Insurance	\$3,000,000 in limits
<input checked="" type="checkbox"/> 8	<u>Genesee County named as an additional insured on other than worker's compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>
<input checked="" type="checkbox"/> 9. Cancellation Notice is to read:	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left but failure to do so shall impose no obligation or liability of any kind upon the insure, its agents, or representatives or 10 day notice for non-payment of premium.
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

**Insurance Agent's Statement**

**I have reviewed the requirements with bidder named below. In addition:**

\_\_\_\_\_ The above policies carry the following deductibles:

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

**Bidder's Statement**

I understand the Insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the bid. Modifications to this checklist may occur prior to the bid, or after the bid has been released. To the degree possible, all changes will be made as soon as feasible. REVISED 12/20/2004



## ATTACHMENT 1 – PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Contractor Name**, a **State Entity**, whose principal place of business is located at **Contractor Address** (the “Contractor”) (the County and the Contractor together, the “Parties”).

### 1. **Agreement and Authority**

This Agreement is entered into pursuant to RFP # 09-020 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. **Term**

See Section 3.32 of RFP #09-020

### 3. **Purpose**

The provision of **ENERGY EFFICIENCY AND CONSERVATION CONSULTING SERVICES** as described in Section 7. of RFP #09-020.

### 4. **Scope of Work**

The Contractor agrees to perform the services described on Exhibit A (See Section 7 of RFP #09-020).

### 5. **Compensation**

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ \_\_\_\_\_. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets.

Payment for a contract entered into as a result of RFP #09-020 will be made after the final report is accepted by the GCMPC and federal funds are received.

### 6. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

### 7. **Contract Administrator**

The contract administrator for this Agreement is TO BE DETERMINED (the “Contract Administrator”). The Contractor acknowledges that the Contract

Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

**8. Reporting Requirements**

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

**9. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**10. Warranties and Indemnification**

The Contractor warrants that:

- 10.1 The Services will be performed in a good workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.
- 10.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability arising out of the Contractor's breach of these warranties.

## **11. Suspension of Work**

### **11.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **11.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain the Contract Administrator's written authorization to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Director pursuant to this paragraph are compensable.

## **12. Termination**

### **12.1 Termination for Cause**

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **12.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a

result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 13. **Equipment Purchased with County Funds**

### 13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

### 13.2 Conveyance to the County

Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

## 14. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. **Freedom of Information Act**

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

16. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County’s request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

17. **Audit Rights**

17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

17.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor’s performance under this Agreement for a period of at least three (3) years after final payment.

**18. Insurance Requirements**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Bidder's Insurance Checklist contained in this RFP #09-020. Further the contractor shall keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy. The Contractor further agrees to provide certificates of insurance to the County evidencing the coverage specified in RFP 09-020, and including the County as an additional insured.

**19. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

**20. General Provisions**

**20.1 Entire Agreement**

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

**20.2 No Assignment**

The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

**20.3 Modification**

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

**20.4 Binding Effect**

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

**20.5 Headings**

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

20.8 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

**CONTRACTOR NAME**

GENESEE COUNTY

By: \_\_\_\_\_  
**Name of Contractor Signatory**  
**Title of Contractor Signatory**

By: \_\_\_\_\_  
Ted Henry  
Chairman Board of Commissioners  
Genesee County

Approved as to Form and Legality

By: \_\_\_\_\_  
Genesee County Corporation Counsel

EXHIBIT A  
Description of the Services

EXHIBIT B  
Reports Required from the Contractor

Description of Report

Name and content of report

Frequency

How often?

EXHIBIT C  
Contractor's Projected Budget  
Date to Date

## ATTACHMENT 2 – MODEL EQUITY AND DIVERSITY PLAN

**NOTE:** This attachment is not part of RFP 09-020, it is provided as a convenience to any prospective offeror who may not yet have a current *Certificate To Do Business With Genesee County*. Each offeror must submit a Model Equity and Diversity plan, which once reviewed, by the Genesee County Office of Equity and Diversity Department, will issue a Current *Certificate To Do Business With Genesee County*. Genesee County utilizes these plans for informational purposes only. The content of any proposer's plan is not considered in either the evaluation of the proposal or the decision to award a contract to a specific vendor. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502. Telephone 810-257-3028, Fax 810-768-7943.