## REQUEST FOR PROPOSAL

#6739

# **Natural Gas Supply and Delivery**

# Washtenaw County Facilities Washtenaw County Facilities Management

Issued By:

Washtenaw County Purchasing Administration Building 220 N. Main Street Ann Arbor, MI 48104

Beth A. Duffy Senior Buyer (734) 222-6761



Proposal Submitted by:		

Please type Bidder's Company Name & include as proposal cover



## **WASHTENAW COUNTY**

## **Finance Department**

#### **Purchasing Division**

220 N. Main, Ann Arbor, MI 48104 Phone (734) 222-6760, Fax (734) 222-6764 www.purchasing.ewashtenaw.org

## RFP #6739

November 7, 2013

Washtenaw County Purchasing Division on behalf of Washtenaw County Facilities Management is issuing a sealed RFP #6739 for Natural Gas Supply and Delivery for county owned facilities.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing page flagged** to the County location specified below:

Washtenaw County Administration Building Purchasing Division 220 N. Main Street Basement Ann Arbor, MI 48104

By Monday, November 25, 2013 @ 3:00 pm EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "SEALED RFP 6739".
- Please direct purchasing and procedural questions regarding this RFP to Beth Duffy via e-mail only to duffyb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Dept contact via email only to April Baranek at <u>baraneka@ewashtenaw.org</u>

Thank you for your interest.

#### PROPOSAL INFORMATION

#### I. PROPOSAL DEFINITIONS

#### **Definitions**

"Bidder" An individual or business submitting a bid

to Washtenaw County

"Contractor/Vendor" One who contracts to perform services in

accordance with a contract

"County" Washtenaw County in Michigan

"Facilities Management" Washtenaw County Facilities Management

#### II. TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

- F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.
- G. The initial award of this contract shall be for a period of 2 year(s), with an option to renew an additional 1-2 years, pending agreement by both parties. No pricing changes are allowed during the first two (2) years of the contract. For years three (3) and four (4) no price changes will be allowed without agreement of all parties. For price changes to be considered, information justifying a price increase must be submitted to the Purchasing Division at least thirty (30) days prior to the end of the one year term.
- H. <u>CONFLICT OF INTEREST</u>. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.
- I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.
- J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

#### III. VENDOR SPECIFICATIONS

The proposal shall include <u>all</u> of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. (Addendum A) State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile, and experience.
- B. (Addendum B) List three (3) references from previous corporate or government customers purchasing similar volume of services. Include business name, length of service contact name and phone number.
- C. (Addendum C) Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.
- D. **(Addendum D)** Provide a copy of license to sell natural gas with the Michigan Public Service Commission (MPSC).
- E. (Addendum E) Provide a sample of billing invoices. Billing invoices must include the building address and meter number(s). Meter readings must specify meter reading numbers before and after reading. Must specify if the reading was estimated or actual.
- F. (Addendum F) Explain your ability to work effectively with MichCon on meter reading errors. Provide examples of meter reading or billing disputes and resolutions.
- G. (Addendum G) Provide examples of past recommendations assisting customers in identifying means to reduce consumption.
- H. **(Addendum H)** Provide written detail to any exceptions to the RFP requirements.
- I. (Addendum I) Outline available services and efficiency programs.
- J. (Addendum J) Natural Disaster in the event of a natural disaster, the Contractor agrees to provide priority supply of natural gas to Washtenaw County before servicing commercial customers (presuming the Contractor's facilities, personal and equipment have not suffered damage or injury).

Yes \_\_\_\_ No\_\_\_\_

## IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

## V. SCOPE OF WORK

#### **PROPOSAL SPECIFICS**

## I. Purpose

Washtenaw County Facilities Management is soliciting services for noninterruptable natural gas supply and delivery for county owned or leased facilities.

## II. Scope of Services

- A. To provide noninterruptable natural gas supply and delivery for county owned and/or leased facilities. The contractor will be responsible for adjusting quantities in accordance with these requirements.
- B. Ability to add or remove facilities, accounts/meters as required by Washtenaw County.
- C. Bid to be based on historical usage with no guarantee of usage/volume or volume restrictions.
- D. Ability to lock-in gas prices. Price must include all costs, surcharges and fees associated with the supply and delivery of natural gas. Provide rate for natural gas in therms based on historical use provided herein.
- E. Bill payment, metering and monitoring reporting capabilities shall be available on-line.
- F. Contractor Customer service shall return calls within 12 hours.

## VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

	jouowing.	
	SERVICE CONTRACT (NAME OF CONTRACTOR)	CR
AGREEMENT is m	ade this day of	, 2013, by the
COUNTY OF WASHTENAY	V, a municipal corporation, with offices loo North Main Street, Ann Arbor, Michigar	cated in the County
and (NAME OF CONT ("Contractor").	TRACTOR) located at (CONTRACTO	DR'S ADDRESS)
	ne promises below, the parties mutually ag	ree as follows:
	RTICLE I - SCOPE OF SERVICES	
	SPELL OUT SCOPE OF SERVICE)	
	ARTICLE II - COMPENSATION	
Upon completion of	the above services and submission of ir	ivoices the County
will pay the Contractor an ar	nount not to exceed (SPELL OUT DOLLA	AR AMOUNT).
ARTICL	E III - REPORTING OF CONTRACTOR	
	ractor is to report to ( <b>DEPARTMENT HE</b> im/her as necessary to insure satisfactory	
	ts, estimates, memoranda and document nd bear the Contractor's name.	s submitted by the
Section 3 - All reporeview and final approval by	orts made in connection with these servithe County Administrator.	ces are subject to
Section 4 - The Cou the term of this contract.	nty may review and inspect the Contracto	r's activities during
Section 5 - When ap the County Administrator.	oplicable, the Contractor will submit a fina	al, written report to
	sonable notice to the Contractor, the Courecords, reports, or insurance policies.	nty may review any
	ARTICLE IV - TERM	
This contract begins <b>YEAR</b> ), with an option to e	s on (MONTH, DAY, YEAR) and ends of extend an additional year(s).	on <i>(MONTH, DAY,</i>

#### ARTICLE V - PERSONNEL

- <u>Section 1</u> The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.
- Section 2 The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

\$\frac{\\$\section 4\}{\}\\$ The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

## ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

## ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to

Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT, & CR#\_\_\_\_\_\_, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

## ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

## ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

## ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

#### ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and

political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

## ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

## ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

## ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

#### ARTICLE XVI - TERMINATION OF CONTRACT

<u>Section 1</u> - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

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#### ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

## ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

## ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

## ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

## ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

## ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:	WASHTENAW COUNTY
By: Lawrence Kestenbaum (DATE) County Clerk/Register	By: Verna J. McDaniel County Administrator  (DATE)
APPROVED AS TO CONTENT:	CONTRACTOR
By: David Shirley (DATE)	By:(CONTRACTOR'S NAME) (DATE)
APPROVED AS TO FORM:	
By:	

# SIGNATURE PAGE

Sign	ature	Company Name
Prin	t Name	Company Address
—— Title	:	City, County, St. Zip
Tele	phone #	Fax #
Fed	eral Tax ID #	Email Address for Purchase Orders
Proposals provisions	s must be signed by an off s for at least a period of 90	returned as part of vendor proposal.  cial authorized to bind the provider to its days.  It to sign on behalf of company
	County company. If p	we hereby certify that we are a Washtenaw roven otherwise, company may be subject to spension of doing business with Washtenaw

# Exhibit A: Natural Gas Supply Historical Use

Building Address	Meters	Usage Therms 2011	Usage Therms 2012	NOTES
110 North Fourth Ave. Ann Arbor, MI 48104	1	8,316	6,465	Annex Building
200 North Main Street Ann Arbor, MI 48104	1	15,936	11,984	Office
220 North Main Street Ann Arbor, MI 48104	1	8,693	7,132	Administration
101 East Huron Ann Arbor, MI 48104	2	71,816	49,468	Courthouse
312 West Huron Street Ann Arbor, MI 48104	1	24,587	24,791	Delonis
4101 Washtenaw Ave. Ann Arbor, MI 48108	2	3,365	3,688	Community Corrections
4125 Washtenaw Ave. Ann Arbor, MI 48108	1	18,990	24,376	Children's Services (24 hour facility)
4133 Washtenaw Ave. Ann Arbor, MI 48108	(Metered with 2201 Hogback)	*	*	Shares meter w/2201 Hogback
4135 Washtenaw Ave. Ann Arbor, MI 48108	1	2,552	1,141	Learning Resource Center
2201 Hogback Road Ann Arbor, MI 48108	1	152,214	125,210	Correctional Facility (24 hour) includes 4133 Washtenaw
2155 Hogback Road Ann Arbor, MI 48108	1	8,536	5,891	Veteran Affair/Facility Warehouse
4100 Clark Ann Arbor, MI 48105	1	14,204	13,085	Safe house
1661 Leforge Ypsilanti, MI 48198	2	8,280	8,899	School – Head Start
415 West Michigan Ypsilanti, MI 48197	1	13,208	11,548	14A-2 District Court
555 Towner Street Ypsilanti, MI 48197	1	18,325	18,956	Human Services
22 Center Street Ypsilanti, MI 48197	1	13,700	11,866	State Human Services

750 Towner Street Ypsilanti, MI 48198	4	4,508	3,479	WCHO/CSTS
304 Harriet Street Ypsilanti, MI 48198	3	5,349	5,911	Michigan Works
705 North Zeeb Road Ann Arbor, MI 48107	1	9,678	8,210	Water Resources
122 South Main Street Chelsea, MI 48118	1	4,397	3,540	14A-3 District Court
2140 Ellsworth Road Ann Arbor, MI 48108	1	6,686	5,137	CSTS
1000 North Maple Saline, MI 48108	1	5,683	3,990	14A-4 District Court
Totals	27	419,023	354,767	
		Therms	Therms	

Natural Gas Supply

## PRICE SHEET

Building Address	Meters	Customer fee	Surcharge	Basis Price (NYMEX) Therm	Fixed Price Therm *	NOTES
110 North Fourth Ave. Ann Arbor, MI 48104	1					Annex Building
200 North Main Street Ann Arbor, MI 48104	1					Office
220 North Main Street Ann Arbor, MI 48104	1					Administration
101 East Huron Ann Arbor, MI 48104	2					Courthouse
312 West Huron Street Ann Arbor, MI 48104	1					Delonis
4101 Washtenaw Ave. Ann Arbor, MI 48108	2					Community Corrections
4125 Washtenaw Ave. Ann Arbor, MI 48108	1					Children's Services (24 hour facility)
4133 Washtenaw Ave. Ann Arbor, MI 48108	0					Shares meter w/2201 Hogback
4135 Washtenaw Ave. Ann Arbor, MI 48108	1					Learning Resource Center
2201 Hogback Road Ann Arbor, MI 48108	1					Correctional Facility (24 hour)
2155 Hogback Road Ann Arbor, MI 48108	1					Veteran Affair/Facility Warehouse
4100 Clark Ann Arbor, MI 48105	1					Safe House
1661 Leforge Ypsilanti, MI 48198	2					School – Head Start
415 West Michigan Ypsilanti, MI 48197	1					14A-2 District Court
555 Towner Street Ypsilanti, MI 48197	1					Human Services
22 Center Street Ypsilanti, MI 48197	1					State Human Services
750 Towner Street Ypsilanti, MI 48198	4					WCHO/CSTS

304 Harriet Street Ypsilanti, MI 48198	3			Michigan Works
705 North Zeeb Road Ann Arbor, MI 48107	1			Water Resources
122 South Main Street Chelsea, MI 48118	1			14A-3 District Court
2140 Ellsworth Road Ann Arbor, MI 48108	1			CSTS
1000 North Maple Saline, MI 48108	1			14A-4 District Court

Natural Gas Supply

PRICE SHEET

<sup>\*</sup> No pricing changes are allowed during the first two (2) years of the contract. For years three (3) and four (4) no price changes will be allowed without agreement of all parties. For price changes to be considered information justifying a price increase must be submitted to the Purchasing Division at least thirty (30) days prior to the end of the one year term.