

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6113

ENERGY EFFICIENCY PROJECT

FOR

WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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WASHTENAW COUNTY

Finance Department

Purchasing Division

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REQUEST FOR PROPOSAL # 6113

November 05, 2003

The Washtenaw County Purchasing Division, on behalf of the Washtenaw County Facilities Management Department, hereby issues a sealed Request for Proposal ("RFP") to select an Energy Services Company ("ESCO," "Consultant," or "Contractor") to conduct a comprehensive Energy Efficiency Project to address energy efficiency opportunities throughout approximately 650,000 square feet of built space owned by Washtenaw County ("the County").

Sealed Proposals: Vendor will deliver one (1) original, signed Proposal and seven (7) copies, clearly marked as such, to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI. 48107**

by 2:00 p.m. on MONDAY, DECEMBER 01, 2003

This submission shall include the entire Request for Proposal document, requested attachments, and any amendments if issued.

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

- Please use the attached self-addressed label or clearly label the envelope **"SEALED RFP # 6113"**.
- Please direct purchasing and procedural questions regarding this RFP to Mr. Robert Devault at **(734) 222-6760**.
- Please direct technical questions regarding this RFP to Ms. Kerry Sheldon at **(734) 973-4375**.

Thank you for your interest.

Table of Contents

<u>Section</u>	<u>Page</u>
1.0 OVERVIEW	2
2.0 REQUEST FOR PROPOSAL	3-4
3.0 SERVICES REQUESTED	4-5
4.0 PROCUREMENT PROCESS/BASIS OF AWARD	5-7
5.0 PROPOSAL FORMAT AND CONTENT	8-9
ATTACHMENT A: STATEMENT OF WORK	10-14
ATTACHMENT B: ENERGY SERVICES COMPANY QUALIFICATION FORMAT	15
PROPOSAL TERMS	16
CONTRACTOR INFORMATION	17
CONTRACT PROVISIONS	18-22
SIGNATURE PAGE	23

1.0 OVERVIEW

1.1 Washtenaw County's energy expenditures exceed one million dollars (\$1,000,000) per year.¹ Preliminary assessments have indicated that cost savings and other favorable outcomes could be achieved through energy management measures, equipment upgrades, facility retrofits, and other considerations.

1.2 The County intends to address these opportunities in a comprehensive manner throughout approximately 650,000 square feet of built space in thirteen (13) facilities. Targeted facilities' uses include office space, detention and correctional facilities, court functions, public access and meeting/conference space, and warehouse storage. The undertaking shall be termed "Energy Efficiency Project."

1.3 Elements of the Energy Efficiency Project are expected to include: (1) Technical analyses of facilities' historical, current, and projected future energy usage and costs; (2) Identification of a diverse and comprehensive array of energy management measures (EMMs) (*see item 3.3, below, for examples*); (3) Quantification of all cost savings and environmental benefits to be achieved, including payback periods for individual measures as well as bundled measures and the overall project cash flow analyses; (4) Development of a maintenance plan or plans that can be wholly transferred to the County after an appropriate training period has elapsed.

1.4 Objectives of the Energy Efficiency Project include:

- Significant, long-term cost savings resulting from reduced energy demand and operational efficiencies;
- Quantifiable local and global environmental benefits including (but not limited to) greenhouse gas emission reductions;
- Improved workplace safety, comfort, and reliability.²

¹ Figures include electricity and natural gas.

² Washtenaw County is committed to providing world-class interior environments for our employees. Proposed EMMs should support that commitment by achieving a consistent workplace temperatures of between 68-72 degrees F, appropriate humidity and illumination levels, and other standards to be mutually

2.0 REQUEST FOR PROPOSAL (RFP)

- 2.1** Responses to this RFP should illustrate ESCOs’ ability to conduct the elements described in Section 1.3 above and meet the goals described in Section 1.4 above. **This RFP will not engage in cost considerations** other than (1) as part of a representative case-study portfolio that would enable understanding of comparable projects’ financing strategies, and/or (2) to describe any up-front or ESCO-specific costs for which the County would be liable – for instance, the projected cost per square foot of the engineering analysis for the facilities to be included in the study.
- 2.2** **Proposals will be evaluated by a panel of reviewers**, including but not limited to Washtenaw County staff. Evaluations will be based on criteria developed in advance and submitted in a sealed package to the Purchasing Division previous to the bid opening.³ In the interest of fairness and objectivity, criteria will *not* be made available previous to proposal evaluations. This portion of the Energy Efficiency Project will be known as “Phase I.”
- 2.3** **Following the proposal evaluations**, all submitting ESCOs will be contacted to apprise them of their status. If several viable candidates surface as a result of the Phase I evaluation, and further scrutiny is required to select the final Contractor, interviews for up to a maximum of five (5) ESCOs will be scheduled. This portion of the Energy Efficiency Project will be known as “Phase II.” Phase II is optional and will occur solely at the County’s discretion.
- 2.4** **Schedule of Events.** The County anticipates the following timeline for Phases I and II of the Energy Efficiency Project:
- Release of RFP Nov. 10th, 2003
 - Proposals Due from ESCOs Dec. 01st, 2003

agreed upon prior to implementation of any proposed EMMs. In short, no EMMs that compromise the workplace safety, comfort, and reliability should be proposed.

³ Evaluation criteria will include, but are not limited to: completeness and quality of response; ability to provide brand-neutral equipment installation and support; overall methodology; project management approach; experience (with particular emphasis prior completion of projects in Michigan); willingness of ESCO to guarantee savings to be achieved through implementation; and capacity of ESCO to analyze the feasibility of including a renewable energy component in the final Energy Efficiency Project.

RFP # 6113 Energy Efficiency Project

- Proposals Evaluated by Review Panel (*Phase I*) Dec. 01st – Dec. 15th, 2003
- ESCO Notification Dec. 16th, 2003
- ESCO Interviews (*Phase II; Optional*) Dec. 16th – 30th, 2003
- Final ESCO Selection and Notification December 30th, 2003

Timelines for further Phases will be developed following the completion of Phases I and II. *This is a tentative schedule and dates are subject to change.*

3.0 SERVICES REQUESTED

3.1 For the Energy Efficiency Project, Washtenaw County is interested in services resulting in the identification, engineering, design, equipment installation and commissioning, staff training, measurement and verification procedures,⁴ and ongoing maintenance options⁵ in support of approved Energy Management Measures (EMMs) to be implemented in specified Washtenaw County facilities. Payment for these services will be closely related to measurable reductions in energy cost and/or consumption, and will not begin until after the project implementation occurs and savings are generated. All work is to be completed in accordance with Attachment A – Statement of Work and all other relevant documents.

3.2 The ESCO will be required to provide options and recommendations for financing this project. Washtenaw County will make the final determination on financing options. The ESCO is encouraged to describe alternative and supplemental funding sources, such as grant opportunities and/or utility rebates, which would help offset the total cost of the project that need be borne by the County.

⁴ Washtenaw County is strongly committed to the measurement and verification of energy and cost savings to be achieved through the Energy Efficiency Project. We welcome recommendations for M&V options, and invite your company to describe the methods you typically employ in this undertaking. Please include this discussion in your response to Attachment B – Energy Services Company Qualification.

⁵ A range of maintenance options may be provided, describing potential responsible parties (in-house County staff, contractors, ESCO staff, etc.) with projected associated costs for each option. Please include this discussion in your response to Attachment B – Energy Services Company Qualification.

3.3 The County expects, at a minimum, the following EMMs to be investigated, analyzed, and implemented, depending on cost-effectiveness and other criteria to be determined by the County:

- Energy management control system(s) to be incorporated into County WAN
- Large scale lighting control
- Individual room lighting control (occupancy sensors)
- Optical reflectors for fluorescent light fixtures
- Fluorescent lamp and ballast replacement
- Other lighting modifications
- Chiller optimization and control
- Boiler heat recovery
- Boiler combustion controls
- Building envelope improvements
- Domestic hot water systems
- Air management systems
- VAV conversion
- Combined heat and power systems
- Thermal storage
- Variable speed drives
- Fuel switching options
- Alternative energy sources, including wind and solar

3.4 The County will consider any other EMMs proposed by the ESCO; likewise, the County expects the ESCO to investigate other measures we suggest.

3.5 Although the primary focus of the Energy Efficiency Project is, obviously, energy, the County is equally interested in pursuing water management measures (WMMs) and associated cost savings and environmental benefits. We invite the ESCOs to investigate water management opportunities concurrently with energy analyses.

4.0 PROCUREMENT PROCESS / BASIS OF AWARD

The procurement process for the Energy Efficiency Project may proceed in four phases:

4.1 Phase I: Qualification of Energy Service Companies

Interested ESCOs responding to this RFP with a Proposal must complete Attachment B – Energy Services Company Qualification. As stated in Section 2.0, Washtenaw County will evaluate submittals and choose the most highly qualified ESCO(s) to be invited to participate in Phase II.

4.2 Phase II: Presentations and Interviews

Washtenaw County may invite the ESCOs chosen as a result of the Phase I Proposal evaluations to deliver a presentation on the materials submitted during Phase I, followed by an oral interview conducted by the evaluation panel. This Phase is optional and dependent upon the quality and quantity of responses received as a result of Phase I.

4.3 Phase III: Selection of ESCO

Washtenaw County will select the ESCO determined to be in the County's best interest. Washtenaw County and the selected ESCO will define the criteria and scope of the Energy Efficiency Project and issue authority for ESCO to proceed to Phase IV. Concurrent with this process, Terms and Conditions will be negotiated for the Construction Contract, including a firm timeline for completion of the Engineering Audit (described below) and associated deliverables.

4.4 Phase IV: Engineering Analysis and Report Production

The selected ESCO will conduct a detailed Engineering Analysis (EA) at specified Washtenaw County facilities. The EA, at a minimum, will identify all potential EMMs and WMMs, projected resultant energy savings, and all associated project costs. All major energy-consuming systems (e.g. lighting, air conditioning, boilers, ventilation, data processing, domestic hot water heaters, electric motors, etc.) will be analyzed, as well as any other systems or elements as requested by the County, including but not limited to water use. The ESCO will provide, in writing, reasons if no cost effective EMMs are discovered for a particular system under evaluation.

Washtenaw County will provide the selected ESCO access to each site, on a schedule convenient to the County. The County will also provide, to the highest practicable degree, additional energy and water consumption information that may assist in the ESCO's proposal preparation.

The results of the EA will be submitted to the County in written form and elaborated upon during oral interviews; the EA report and subsequent interviews will be known

as “Phase IV” of the Energy Efficiency Project. The report must specify proposed EMMs, contain an estimate of all project costs, and describe the estimated energy usage reductions, cost savings, and/or other associated favorable outcomes. The proposal must provide estimated cash flows to the ESCO and to Washtenaw County under varying assumptions. Washtenaw County will evaluate the proposal in partnership with the ESCO to select the items best suited to Washtenaw County's requirements and objectives.

4.5 Phase V: Agreement for Services

An Energy Services Contract (ESC) will be awarded provided the proposal, as presented by the ESCO, meets the requirements as outlined in Phase I and/or Phase II. The cost of the EA will become a part of the overall project cost.

In the event Washtenaw County does not proceed with implementing the project, or in the event a contractual agreement(s) cannot be reached, the ESCO with whom Washtenaw County has been negotiating will be paid the previously agreed-upon cost of the EA. The EA will become the property of Washtenaw County.

4.6 Phase VI: Implementation

The selected ESCO will be responsible for the implementation and commissioning of all approved EMMs as defined by the ESC. Training for staff responsible for the ongoing maintenance of the implemented EMMs will be conducted.

4.7 Phase VII: Measurement and Verification, Maintenance

Upon implementation completion, measurement and verification of the energy and operational savings accrued through EMM implementation will be conducted on a schedule and in a way mutually agreed upon by the ESCO and the County. The chosen maintenance plan will also come into effect.

5.0 PHASE I PROPOSAL FORMAT AND CONTENT

- 5.1** Washtenaw County, at its sole discretion, may choose not to award a contract.
- 5.2** Provide concise but complete responses to all of the questions in Attachment B. Answer on 8.5 x 11" sheets. Number and title each answer and answer questions in the order given. Submit one original and seven (7) copies of the Proposal document to the address listed on the cover page of this RFP.
- 5.3** Enter the name of the company and the individual principally responsible for preparing the response on the cover of the reply to Attachment B, and return it as part of the submittal.
- 5.4** Product literature and information, other than responses to questions in Attachments B are *not appropriate* for inclusion in the Proposal.
- 5.5 The following topics must be covered in the Proposal. Additional detail on their scope is provided in Attachment B.**
- (a) Management Plan. Describe your company's organization and project management approach. Include information on key personnel who will interact with Washtenaw County staff through the project, and what percentage of their time will be allocated to the Washtenaw County project. Describe the way tasks and accountabilities will be assigned, and who will be responsible for project tracking. Describe the elements and priorities that will influence project scheduling.
 - (b) Energy Management Services. Describe the range of energy management services provided by your company.
 - (c) Engineering Analysis (EA). Give the estimated cost per square foot for performing the EA. Describe the depth of the study, methods used, and

resources employed. Provide one copy of an EA report created for a project of similar type and scope.

- (d) Computation of Energy Savings. Describe the method of computing energy and operational/maintenance savings and how adjustments will be made, with particular attention to the method your company employs to determine a baseline year, and your approach to accounting for weather, occupancy, and internal load.
- (e) Experience. Give a brief overview of your company's history in regard to energy efficiency projects. Provide a précis (two-page maximum) on four (4) projects including the information listed below. Provide a more detailed description (no maximum page limit) of four (4) additional projects that you have been completed in the State of Michigan. Additionally, please describe one (1) project that *did not go as planned, and had relatively unfavorable outcomes*, at least temporarily. What went wrong? How did you respond? Was the project salvaged? What was the final outcome? Provide contact information a reference involved in each project.⁶ Include all this information in your response to Attachment B – Energy Services Company Qualification.

- (1) Project Scope
- (2) Location
- (3) Total Project Cost
- (4) Source of Funding
- (5) Type of Contract
- (6) Projected Annual Energy Savings (MMBTU)
- (7) Achieved Annual Energy Savings (MMBTU)
- (8) Projected Annual Cost Savings
- (9) Achieved Annual Cost Savings
- (10) Installed Technologies and Measures
- (11) Total Project Duration
- (12) Measures of Success

Finally, please provide your average predictive consistency (projected vs. actual energy savings) for major projects conducted within the past five years.

⁶ References must include a contact name, phone number and/or email address, and brief description of the referenced party's involvement with the project.

ATTACHMENT A

STATEMENT OF WORK

A. SCOPE OF REQUIRED SERVICES

The Contractor will provide qualified engineering and system maintenance personnel, perform wide variety of contract administration, engineering, project management, project development/project implementation, post implementation monitoring and other related engineering duties. The Contractor's personnel will coordinate their effort with Washtenaw County Contract Administrator. Task orders will include the following types of work:

1. Project Management
 - (a) Coordinate implementation of all aspects of the contract.
 - (b) Maintain the communications network for all involved parties.
 - (c) Function as the first line quality control manager for both Washtenaw County and the Contractor.
 - (d) Select Contractor's subcontractors when nonperformance of duties is an issue.
 - (e) Replace Contractor's subcontractors when nonperformance of duties is an issue.
2. Site visits to conduct facility energy management technical studies and energy data analysis.
3. Through the studies, identify feasible Energy Management Opportunities (EMOs).
4. Develop the identified EMOs into viable Energy Management Measures (EMMs).
5. Competitively bid and implement the viable EMMs at all contracted facilities.
6. Commission the viable EMMs at all contracted facilities.
7. Monitor post-implementation EMM performance.
8. Maintain EMMs per the executed.
9. Generate periodic reports, as required by the contract and/or requested by the County.
10. Maintain a full set of records and calculations, as required by the contract and/or requested by the County.

B. PERSONNEL AND PERFORMANCE REQUIREMENTS

The Contractor shall, throughout the life of the contract, retain within Contractor's firm or through subcontractors, a staff of people qualified to perform each of the tasks listed in Section 1 of this Attachment (A).

The Contractor shall furnish personnel assigned to perform the Project Management duties to coordinate the Contractor's operations with Washtenaw County. The Project Manager shall be accessible to the Contractor and Washtenaw County staff at all times during Washtenaw County's normal working hours. The Project Manager shall be responsible for all matters related to the Contractor's personnel and operations, and shall have the following minimum qualifications:

1. At least five (5) years of facility energy management auditing and project development experience on major energy system(s), performing the duties described above.
2. "Major energy systems" are defined as heating, ventilation, air conditioning, lighting, boilers, combined heat and power, processing equipment, computers, TES, and other energy consuming systems and their related controls normally found in buildings.
3. Some of the duties of the Project Management shall include:
 - (a) Reviewing, monitoring, training, and providing general direction to the Contractor's staff or subcontractors.
 - (b) Assigning personnel to projects on an as-needed basis in coordination with Washtenaw County's Contract Administrator.
4. Contractor's lead personnel assigned to perform Engineering Audits shall have the following minimum qualifications:
 - (a) At least four (4) years of facility energy management auditing, analysis, and project development experience on major energy system(s) performing the duties described above.
 - (b) "Major energy systems" are defined as heating, ventilation, air conditioning, lighting, boilers, combined heat and power, processing equipment, computers, and other energy-consuming systems and their related controls normally found in facilities.
5. Contractor's lead personnel assigned to perform Energy Management Measure design shall have the following minimum qualifications:
 - (a) At least four (4) years of facility energy management project design experience on major energy system(s) performing the duties described above. This person shall have at least a four-year degree from an accredited college in the field of mechanical, civil, and/or environmental systems engineering. (No educational experience can be substituted for work experience.)
 - (b) "Major energy systems" are defined as heating, ventilation, air conditioning, lighting, boilers, combined heat and power, processing

equipment, computers, and other energy-consuming systems and their related controls normally found in facilities.

6. Contractor's lead personnel assigned to perform Energy Management Measure (EMM) implementation shall have the following minimum qualifications:
 - (a) Shall be a licensed contractor in the State of Michigan with at least four (4) years of energy management measure implementation experience on major energy systems performing the duties described above.
 - (b) "Major energy systems" are defined as heating, ventilation, air conditioning, lighting, boilers, combined heat and power, processing equipment, computers, and other energy-consuming systems and their related controls normally found in facilities.
7. Contractor's lead personnel assigned to perform Energy Management (EMM) post-implementation monitoring, data collection, and analysis shall have the following minimum qualifications:
 - (a) Shall be approved by the Project Manager and have at least four (4) years of energy management measure post-implementation monitoring, data collection, and analysis experience on major energy systems performing the duties described above.
 - (b) "Major energy systems" are defined as heating, ventilation, air conditioning, lighting, boilers, combined heat and power, processing equipment, computers, and other energy-consuming systems and their related controls normally found in facilities.
8. Contractor's lead personnel assigned to perform Energy Management Measure (EMM) post-implementation maintenance shall have the following minimum qualifications:
 - (a) Shall be a licensed contractor in the State of Michigan with at least four years of facility energy management measure maintenance experience on major energy systems performing the duties described above.
 - (b) "Major energy systems" are defined as heating, ventilation, air conditioning, lighting, boilers, combined heat and power, processing equipment, computers, and other energy-consuming systems and their related controls normally found in facilities.

C. RESUMES

Resumes containing the qualifications and experience of the Contractor's personnel shall be submitted to Washtenaw County Contract Administrator for review prior to assignment on a construction project. In cooperation and consultation with the Washtenaw County Facilities Management staff and the Contractor's Project Manager, the Contractor's personnel will have the responsibility of determining the quality and quantity of work performed by the Contractor's subcontractors. If at any

time, the level of performance is below expectations, Washtenaw County may request that the Contractor's Project Manager replace the subcontractor or subcontractor's project personnel as needed.

If the Contractor's personnel is on a leave of absence, the Project Manager shall provide a replacement employee or subcontractor until the assigned person(s) returns to work. The replacement shall meet all the requirements of the regular person or subcontractor.

The Contractor's Project Manager, in consultation with Washtenaw County Contract Administrator, may reassign a Contractor's subcontractor from one project with low activity to assist on a project with high activity.

D. DELIVERABLE

1. Monthly and quarterly reports, facility energy studies, Engineering Analyses (EAs), EMM analysis, estimated and actual cost and energy savings data, and calculations shall be delivered to Washtenaw County Contract Manager on a schedule as detailed in the Contract.
2. The Contractor will perform facility energy management technical studies on facilities specified by Washtenaw County. These studies will be coordinated by the Contractor's Project Manager and Washtenaw County Contract Administrator.
3. The Contractor will develop and submit a list of the EMM candidate(s) to Washtenaw County Contract Administrator, and obtain project(s) approval by Washtenaw County prior to implementation.
4. The Contractor will submit a funding proposal to Washtenaw County. The proposal shall include: a list of proposed EMMs to be implemented, a project payment schedule, a method of calculating and/or measuring actual energy savings and payback periods on a by-project and aggregate basis, description of monitoring and verification methodology, and post-implementation maintenance options.
5. The Contractor will then install the EMMs, as approved by Washtenaw County, at all affected sites in coordination with Contractor's Project Manager and Washtenaw County Contract Administrator.
6. Upon the implementation of all approved EMMs, the Contractor will enter into the post-implementation phase of the contract. Monitoring, verification, and maintenance of the installed EMMs will occur as defined by the Contract.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide all necessary instruments, tools and safety equipment required for their personnel to perform their work accurately, efficiently, and safely and in accordance with all State and Federal guidelines.

F. MATERIALS TO BE PROVIDED BY WASHTENAW COUNTY

Washtenaw County will provide the Contractor with the following:

1. Where feasible, utility records for each facility to be studied;
2. Where feasible, facility "as-built" drawings and system specifications;
3. On-site staff familiar with the day-to-day operation of the facility energy systems and related controls;
4. Access to all facility energy systems involved; and
5. On-site work areas and storage, as necessary.

G. STANDARDS

All work performed by the Contractor and/or their subcontractors shall comply with all local and state building codes. All work shall also comply with manufacturers' instructions and accepted industry installation standards.

H. WORK TO BE PERFORMED BY WASHTENAW COUNTY

Washtenaw County will provide a representative to perform the usual functions of a Contract Administrator who will be in charge of Contract enforcement and to insure compliance with the spirit of the contract.

I. PROJECT PROGRESS

To ensure an understanding of contract objectives, meetings between Washtenaw County and the Contractor will be held as necessary, and/or at the request of Washtenaw County Contract Administrator. All work objectives, work schedules, terms of the contract, and any other related issues will be discussed and any problems resolved. Monthly progress reports will be submitted by the Contractor's Project Manager to Washtenaw County Contract Administrator.

ATTACHMENT B

ENERGY SERVICES COMPANY QUALIFICATION FORMAT

Please provide answers to all questions below. Answer on 8 1/2" x 11" sheets. Do not provide additional information, except where requested. Do not provide product literature.

Enter name of company and person principally responsible for preparing the proposal as a cover sheet. If different individuals or companies were responsible for answers to be specific question, please indicate in the answer to that question.

1. Management Plan. Describe your company's organizational structure, the proposed management approach to this project, and how project success will be measured and assured. Include information on key personnel, assignment of tasks, project scheduling, budget control, and production capabilities. Describe the roles of any other companies that will be involved in the project, and how responsibility will be divided. Where joint ventures or subcontracting are proposed, indicate if and when the companies have worked together in the past.
2. Energy Management Services. Describe the complete range of energy services being offered by your company for this project, i.e., auditing, equipment selection and installation, operation and maintenance, rate monitoring, and maintenance personnel training, etc. Discuss the mechanism which will guarantee the local support services necessary for fulfilling the contract lighting modification, HVAC modifications, peak shifting, etc., and potential equipment manufacturers that will be considered for this project. Give the scope of services to be provided in the Technical Proposal.
3. Engineering Analysis. Provide the cost (\$/sq.ft.) of the Engineering Analysis. Provide a copy of one EA report your company has produced for a project of similar type and scope. The engineering analysis must include the following information:
 - A. Executive Summary
 - B. Complete Inventory of HVAC Equipment (name plate data)
 - C. Utility Analysis
 - D. Energy Baseline (including all calculations for adjustments)
 - E. Energy Management Measures (per building)
 - F. Contractual Documents
4. Computation of Energy Savings. Describe, in detail, the methodology used to compute energy baselines. Also, describe the procedure that will be used to measure actual energy cost savings. Include an explanation of how the savings calculations will be adjusted to reflect changes in weather, occupancy and use, such as the addition or removal of energy-consuming equipment, and/or changes in the hours or level of operation.
5. Experience. In addition to the information requested in Section 5.5(e), page 9, please provide any additional information that describes your company's experience with projects most closely associated with the services requested in this RFP.

Local office working knowledge of Federal Government agencies, Utility Funding Programs, State Funding Programs, State Energy Commission should be noted.

PROPOSAL TERMS.

- A. Bidder(s) may bid on one or all of the training and development services which are the subject of this RFP. The County reserves the right to award the bid to a single contractor or a combination of contractors whichever is in the County's best interest.
- B. 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 Contractor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid 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 Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- C. 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.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.
- G. Proposals must be structured in the following framework on computer type (8.5 x 11") pages, double-spaced, 12 point or larger. If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.
- H. **To be considered, the original proposal and seven (7) copies must be at the Washtenaw County Purchasing Office on or before the date and time specified.**

CONTRACTOR INFORMATION.

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A. Provide a one page **Program Abstract** of the proposal, highlighting key elements regarding services proposed, implementation plans and organizational capability.
(Attach as Addendum A)
- B. Please provide the information requested by Attachment A, pages 10-14.
(Attach as Addendum B)
- C. Please provide the information requested by Attachment B, page 15.
(Attach as Addendum C)
- D. Review **Proposal Terms**, page 16, and concur that these provisions will be met.
(Attach as Addendum D)
- E. Review **Contract Provisions** (pages 18-22) and concur that these provisions will be met.
(Attach as Addendum E)
- F. Provide **Signature Page** (page 23) completed and signed by an official authorized to bind the provider to its provisions for at least a period of 90 days
(Attach as Addendum F)

CONTRACT PROVISIONS.

If a contract is awarded, the selected vendor(s) 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:

SAMPLE ONLY– To be completed by vendors once selected by Washtenaw County

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 2003, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan (“County”) and **(Name of Consultant)** located at **(Address)** (“Consultant”).

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to **(CONTRACT ADMINISTRATOR)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract will begin on **(DATE)** and end on **(DATE)**.

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant 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 Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant 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 Consultant'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 Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant 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. Comprehensive/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.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw 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. Consultant shall be responsible to Washtenaw County or insurance companies

insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant 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 Consultant 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 Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant 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 County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant 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 CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant 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 Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, 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 Consultant, 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 Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant 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 Consultant 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 Consultant 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 Consultant, 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 - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - ASSIGNS AND SUCCESSORS

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

ARTICLE XIV - TERMINATION OF CONTRACT

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

ARTICLE XV - EQUAL ACCESS

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

ARTICLE XVI - 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 Consultant. During the performance of the services, the Consultant 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 Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The Consultant 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 OR SERVICES

Changes mutually agreed upon by the County and the Consultant, 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.

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City State Zip
_____ Telephone #	_____ Fax #
_____ Email Address	
_____ Federal Tax ID #	<u>CHECK ONE</u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.