

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6339

Professional Services to Provide and Erect an 80 Meter Meteorological Tower and Conduct an Investment Grade Wind Study for the Purpose of Determining the Economic Feasibility of Wind Turbines.

Washtenaw County, Michigan

Prepared By:
Washtenaw County Purchasing
Administration Building
P.O. Box 8645
Ann Arbor, MI 48107

Anne Strieter, C.P.M.
Senior Buyer
(734) 222-6749





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6339

July 30th, 2007

Washtenaw County Purchasing Division on behalf of the Washtenaw County Department of Planning and Environment is issuing a Request for Proposal (RFP) #6339 to conduct an investment grade wind study using 80-100 meter towers.

Sealed Proposals: Contractor will deliver one sealed **original, four (4) copies and one digital version (CD format)**, to the following address:

**Washtenaw County
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48107**

By 2:00 p.m. on Thursday, August 16, 2007

The bid opening will be held in the Purchasing Department Conference Room, B-19 of the Administration Building. Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager. Bid envelopes and shipping packages should be clearly marked "**SEALED RFP # 6339**"

A **voluntary pre-bid meeting** will be held at **1:00 pm, Thursday, August 9, 2007** in room 2010 at the Washtenaw County Western Service Center at 705 N. Zeeb Rd in Scio Township (48103). This meeting will consist of a review of the site and bid documents.

General project, purchasing and procedural questions regarding this RFP should be directed to Anne Strieter at **734-222-6749** or strietera@ewashtenaw.org.

Technical project questions regarding this RFP to Joshua Long, at 734-222-3939 or longj@ewashtenaw.org

Thank you for your interest

**RFP #6339 Investment Grade Wind Study for Potential Wind Turbine
Construction**

PROPOSAL 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, the **original, four (4) copies and one digital version (CD)** must be at the County 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. All proposals must be **double sided**.

F. A standard Washtenaw County Services Agreement will be executed between the Washtenaw County Department of Planning and Environment (P & E) and the consultant (see Appendix A). The P & E reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the Department's sole judgment, the best interests of Washtenaw County will be so served.

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction
--

PROPOSAL SPECIFICS

I. Project Purpose

The intent of this document is to provide interested consultants with sufficient information to enable them to prepare and submit proposals for consideration by the Washtenaw County Department of Planning and Environment (P & E) for an **Investment Grade Wind Study** required to understand the economic feasibility of constructing and operating wind turbines in Washtenaw County.

II. Description and Purpose of Proposed Work

The Washtenaw County Board of Commissioners passed a resolution in April of 2006 which instructed the Department of Planning and Environment to study the potential of wind power generation in Washtenaw County. Under this mandate, P & E is seeking a consultant to provide and erect a meteorological tower as well as conduct an investment grade wind study.

The Department hired a consultant for pre-study analysis and counseling in December. During our preliminary analysis, it became clear that there are potentially greater wind speeds in the Midwest than originally thought due to wind shear at greater heights. Newer utility scale turbines, which have hub heights in the 80-100 M high range, have the potential to tap into this resource. With this knowledge, the County's consultant produced a report that recommended the best potential sites for testing the wind-energy power production potential based on many criteria including proximity to power lines, openness of land, elevation, state wind maps, environmental and wildlife sensitivity and FAA restrictions. A copy of that report can be obtained on the project website at www.ewashtenaw.org/wind. In addition, the County has been working with faculty from the University of Michigan and staff from the City of Ann Arbor to help reduce costs and increase project resources. A wind energy class within the Department of Atmospheric, Oceanic and Space Sciences is being conducted at the University of Michigan in conjunction with our efforts. It is envisioned that the University of Michigan class will participate in some fashion to both educate students and help to reduce project costs. The County is seeking a consultant who can provide the County with the expertise and materials to undertake an investment grade study, as well as provide analysis as detailed below while utilizing the resources of the University of Michigan whenever possible. It should be noted that an underlying goal of this project is to grow local knowledge and understanding of wind projects by utilizing local resources.

III. Scope of Services

This request for proposal covers two phases, and a possible third.

Phase 1: Purchase/Lease and Installation of Testing Equipment

Erect one 80 meter tower (or taller if consultant can give a compelling reason) at a predetermined site in western Washtenaw County and outfit the tower with the necessary instrumentation to collect meteorological data for a minimum of 6 months and up to the period specified in Phase II, Task 3. The County will be securing access to test sites.

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction
--

Instrumentation should be adequate to measure wind direction, wind speed, temperature, relative humidity and solar radiation. The consultant will need to provide all of the testing equipment (anemometers, wind vanes, temperature/relative humidity sensors and pyranometer). The consultant will be expected to erect the tower in a manner that completely complies with all existing engineering safety standards and codes and local ordinances.

The County will conduct a bat study concurrently with the wind study. As such, we will need acoustic sensors installed on the tower.

Phase 2: Data collection, Analysis and Investment Grade Report

Conduct an investment grade wind study of a minimum length of 6 months. This includes:

- Task #1: Provide weekly data summaries including quality control verification.
- Task #2: Quarterly Data analysis and validation, including:
 - Hourly average wind direction and standard deviation of the wind direction for all levels
 - Hourly average wind speed for all levels (two sensors at each level)
 - Hourly maximum wind speed gusts for all levels (two sensors at each level)
 - Hourly average temperature and relative humidity for all levels
 - Hourly maximum and minimum temperature for all levels
 - Hourly average solar radiation for a single level.
- Task #3: Provide statistical analyses of this data (wind rose, frequency distributions, etc.). At the end of 6 months, the preliminary data will be reviewed by the County to determine the need to continue the consultant contract for testing an additional 6-12 months or for additional anemometer services (see Phase 3). Upon affirmative acknowledgement by the County to extend the testing, data collection and analysis will continue in the manner performed for the initial 6 month period.
- It is unclear at this point just how extensive a role in the testing the University will be playing. Submitted proposals should recommend ways in which the County can maximize the involvement of the University to enable the greatest synergy between the two organizations. University personnel will not be involved in any phase of the engineering or erection of the tower itself, unless as observers.
- Task #4: An investment grade report that includes analysis of seasonal patterns relative to previous years and economic analysis of the feasibility of a turbine with regard to wind data collected.

Phase 3: Erecting Additional Towers and Testing (optional)

A potential third phase of the project is dependent on initial results. If, after 6 months of testing, the data suggests that the wind is good enough to make turbine development in Washtenaw County economically feasible, then the consultant may be contracted with to erect another one or two 60 Meter towers at other locations in the County, and perform functions similar to phase 2 above.

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction
--

IV. Project Control

1. The consultant will meet with selected representatives on a regular basis or as determined necessary by the Planning Department's project manager to review progress and provide necessary guidance to the consultant in solving problems which may arise.
2. Although there will be continuous liaison with the consulting team, the Planning Department's project manager will meet as often as required with the consultant's project manager for the purpose of reviewing progress and providing necessary guidance.
3. The consultant will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
4. Within 10 working days of the award of the contract, the consultant will submit to the County's project manager for approval a work plan, which includes the following:
 - a. The consultant's project organization structure with names and titles of personnel assigned to the project and costs per hour of personnel.
 - b. The project breakdown showing subprojects, activities and tasks; indicating the resources and cost required and allocated to each
 - c. The time-phased plan for completing the project

V. Submittal Process and Details

Proposals are sought from a firm or firms with recognized expertise in wind dynamics and analysis and experience with turbine development. Proposals should include the following:

1. Consultant's name, address, and name of primary contact person.
2. A description of the specific staff who will comprise the project team for this assignment. This should include background, experience and qualifications. Include similar information on any other significant external resources you propose to use, such as contracted services. Also illustrate the roles and responsibilities of project team members.
3. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
4. Statement of qualifications and experience with wind testing and economic feasibility analysis/ investment grade reports.
5. Estimated time commitment for each staff person as a percentage of the total time to complete the work.

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction
--

6. Expected workload during the project period, (i.e., readiness to serve).
7. Evidence of ability to work within tight time constraints.
8. Location and availability of intended subcontractors. (While the County does not require consultants to be local firms, availability to discuss design questions is a primary concern).
9. List of client references.
10. A proposed fee structure for the work to be performed, including cost per hour and total costs from all anticipated subcontractors. The costs should be broken out separately for the erection of the towers, including procurement and engineering, and the data collection and the analysis. This which will provide opportunity to recommend a role for the University. This information must be included in the proposal.

It is not the intent of this RFP to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. P & E staff will review the submitted proposals and may select firms to meet with in an interview format, to discuss the project and consultant qualifications, in greater detail. Those firms selected will be scheduled for interview on August 29th, 2007.

Final selection will be made by September 4th, 2007. The selected consultant will meet with the County to negotiate compensation for the project, and prepare a contractual agreement between the County and the consultant, as soon after the final selection as is reasonable.

PLEASE NOTE: The proposal must be submitted in hard copy form. Facsimile transmissions will not be accepted.

VI. Preliminary Schedule

A project schedule shall be provided demonstrating the time elements in weekly intervals. This project schedule must consider all major elements and their relations, as described in the Scope of Services.

Please submit your proposal to meet the following proposed schedule:

RFP sent out	July 30, 2007
Pre-bid Conference	August 9, 2007
Deadline for Proposals	August 16, 2007
Complete Review of Proposals	August 22, 2007
Candidate Interviews	August 29, 2007
Contract Award	September 4, 2007

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction
--

Kick off Meeting/ Sign Contract	September 17, 2007
Erection of Tower	October, 2007
Preliminary Results	
Final Results	
Erection of Secondary Towers (optional)	

**RFP #6339 Investment Grade Wind Study for Potential Wind Turbine
Construction**

Appendix A

STANDARD PROVISIONS FOR CONTRACTS

AGREEMENT is made this _____ day of _____, 2007, 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 and acceptance of the above services and submission of proper invoices, the County will pay the Contractor, for full performance of the work, the amount of \$_____ (**spell out dollar amount**), subject to additions and deductions as documented through authorized change orders.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to the Director of Planning and Environment 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 begins on notice to proceed after contract signing and ends on (mo/day/yr), according to the project schedule and as modified through authorized change orders.

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction
--

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.

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 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.

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction

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. The additional insured provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

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

**RFP #6339 Investment Grade Wind Study for Potential Wind Turbine
Construction**

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 \$10.19 per hour with benefits or \$11.95 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 May 1, 2008 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.

RFP #6339 Investment Grade Wind Study for Potential Wind Turbine Construction
--

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.