

CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES

City Hall
1101 S. Saginaw Street, M203 – Flint, Michigan 48502
(810) 766-7340 FAX (810) 766-7240 www.cityofflint.com TDD 766-7120



Dr. Karen W. Weaver
Mayor

REQUEST FOR PROPOSAL

OWNER/RETURN TO:

THE CITY OF FLINT
FINANCE DEPARTMENT - DIVISION OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

PROPOSAL NO.: 190000557

SCOPE OF WORK:

The City of Flint, Finance Department – Division of Purchases & Supplies, is soliciting sealed proposals for providing:

ENERGY AUDIT

Per the attached additional requirements.

If your firm is interested in providing the requested goods or services, please submit one (1) original and one (1) copy of your detailed proposal to the City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, **Thursday, April 4, 2019 @ 3:00 PM (EST)**. Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Proposals must be in a sealed envelope clearly identifying the proposal and number. Faxed proposals into the Finance Department - Division of Purchases and Supplies are not accepted.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

Interested parties are required to attend a MANDATORY pre-submittal meeting to be held on **3/21/19, at 10:00AM** at the City of Flint DPW Administration Offices located at 1101 S. Saginaw Street, North Building Room #N102

Any questions regarding the proposal process may be directed to Kathryn Neumann and/or Craig Hamilton in writing by no later than 3/25/19 to chamilton@cityofflint.com or kneumann@cityofflint.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan D. Bond".

Bryan D. Bond
Interim Purchasing Manager

INSTRUCTIONS TO VENDORS

- 1) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Proposer finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Department before any Pre-Bid Question Deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Proposal, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
 - a) The Proposer must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Proposals must be submitted to the Finance Department – Purchases and Supplies, City of Flint, 1101 S. Saginaw Street – Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Proposer's responsibility to insure that its' proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Proposals must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Proposer's name.
 - d) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the Request for Proposals (RFP), and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the proposal are the Proposer's sole responsibility; no pre-bid costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the City of Flint.
 - h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion

as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the proposal, the City of Flint will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected.

- 5) **DUPLICATE BIDS:** No more than one (1) proposal from any Proposer including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No Proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Proposer is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Proposer. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the City of Flint if the Proposer is determined to be the lowest Responsive and Responsible Proposer.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total proposal to the lowest responsive, responsible Proposer. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Proposer.
- 11) **NO RFP RESPONSE:** Proposers who receive this RFP but who do not submit a proposal should return this RFP package stating "No Proposal" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Proposer's name from all future lists.

- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions:
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim; dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- 14) **PROPOSAL HOLD:** The City of Flint may hold proposals for a period of one hundred twenty - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Proposer is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The proposer shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint,

applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.

- 20) **LOCAL PREFERENCE:** Proposers/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the city council. If the lowest non-local bidder does not exceed that of any proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The proposer agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the proposer by him/her or by others employed by him/her and working under his/her direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the proposer maintaining his/her operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Proposer, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The proposer acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other proposer.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.

- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of proposer's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price

forthwith.

- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 41) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 44) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.

City of Flint

Request for Proposals Energy Savings Performance Contracting Services

I. INTRODUCTION

The City of Flint ("City") is issuing this Request for Proposals for the purpose of obtaining responses from Energy Service Companies (ESCO) so that the City may evaluate the qualifications, experience and references of the ESCO as it relates to providing municipalities and government organizations with cost savings opportunities through the implementation of Energy Savings Performance Contracting (ESPC) services on an "as-needed" basis as it relates to the Michigan Home Rule Act 279, section 117.5f. Responses shall also describe the ESCO's capability to identify energy savings opportunities, provide design, oversee installation and commissioning, monitor results and finance large-scale comprehensive energy conservation projects.

The City desires to leverage energy savings to fund the cost of the project to the greatest extent possible and may award an ESPC to a firm that demonstrates superior qualifications, capability and experience. Through mutual agreement, the ESCO may provide a variety of services, including a detailed engineering study, project design, financing, installation of energy efficiency measures, training, troubleshooting, monitoring energy savings and guaranteeing a minimum level of energy savings. Future maintenance activities beyond any guarantee or warranty period on installed measures is an optional service.

Interested parties are required to attend a MANDATORY pre-submittal meeting to be held on 3/21/19, at 10:00AM at the City of Flint DPW Administration Offices located at 1101 S. Saginaw Street, North Building Room #N102

II. PROJECT GOALS

The project resulting from the solicited services has the following goals:

- Comprehensive audit to establish energy cost reductions & performance improvement opportunities and identify projects
- Creative solutions to achieve savings through reduced energy consumption and lower maintenance costs resulting from related infrastructure improvements
- Environmental benefits through emissions reductions and improved educational environment
- Assess the viability of audited building for pursuit of LEED – EB certification

Through the selection of an experienced ESCO, the City seeks to maximize energy savings, efficiencies and related improvements to existing facilities and fixtures owned, operated and maintained by the City through capital improvements financed through an EPC. These services and improvements shall be delivered on a performance contracting basis which may allow the City to:

- Incur no initial capital costs
- Obtain an annual savings guarantee which will be equal to or greater than the total annual project costs
- Captures all available utility rebates
- Achieves significant long-term cost savings which are measured and verified
- Achieves a guarantee for cost savings
- Maintains consistent and reasonable levels of occupant comfort and building system functionality
- Captures benefits that may accrue as a direct result of any of the energy-related services and capital improvements such as environmental protection, hazardous material disposal or recycling, reduced

maintenance needs, improved indoor air quality, additional building improvements, etc.

- Pays for the capital improvement with the long-term energy savings

The City intends to develop a comprehensive range of energy conservation measures and services including the design and installation of systems and/or maintenance programs to conserve energy and water and/or shift energy loads to on-site renewable power sources, including:

- Performance-contracting utility-demand reduction projects
- Innovative revenue enhancing / generating opportunities
- Innovative project financing
- Innovative project funding (Energy efficiency incentives, utility rebates or similar...)
- Installation or modification of new and existing equipment to reduce energy and water consumption associated with heating, ventilation and air-conditioning systems, lighting systems, building envelope, domestic hot water system, water usage and irrigation systems, and other energy and water using devices
- Proactive maintenance and service programs and staff training
- Detailed investment grade energy audit with specific information
- Work associated with monitoring and verifying project savings
- Study and/or design of the subject work

III. GENERAL INSTRUCTIONS

All material in this request for qualification is considered Unrestricted and shall not be used by the Proposer for any reason other than responding to this request. This request does not obligate the City to pay any costs that the Proposer incurs in the preparation of its response. All costs associated with the preparation of a response to this request will be borne solely by the Proposer. All submitted responses shall become the property of the City and will not be returned. The City reserves the right to accept or reject any or all responses or parts thereof, to this RFQ.

A. Submission of Response - Date and Time

Please submit two (2) hard copies (**one original, one unbound**) and one (1) electronic version of the RFP Response in a sealed package, no later than **3:00PM EST, Thursday, April 4, 2019**. The proposal should be sent to:

City of Flint- Finance, Department of Purchases and Supplies
1101 S. Saginaw St., M203
Flint, Michigan 48502

Responses not received by the response date and time will not be considered.

B. Inquiries

All inquiries regarding this Request for Proposal must be submitted in writing to chamilton@cityofflint.com Email is an accepted form of written communication. All questions will be answered through one (1) addendum. For questions concerning the RFP process, contact kneumann@cityofflint.com

C. Communication Restrictions

From the release of this RFP until execution of a contract, prospective vendors may not communicate with the City staff concerning this RFP except through chamilton@cityofflint.com and kneumann@cityofflint.com. If a prospective respondent engages in any unauthorized communication, the City may reject that respondent's submission.

IV. MINIMUM ELIGIBILITY REQUIREMENTS FOR OFFERORS

The City is soliciting proposals from qualified ESCOs. Responses are requested from firms capable of providing turnkey services necessary to achieve cost effective energy efficiency, reduce the City's operating costs and to address other City facility / infrastructure needs. It is the intent of the City to provide competition and seek capable vendors with experience and qualifications to provide requested services. Documentation must be submitted to support required qualifications as part of the Proposal.

- A. Qualification as an ESCO by the National Association of Energy Service Companies (NAESCO).
- B. Qualification as an ESCO by the Department of Energy (DOE).
- C. Must have been in the ESCO services business for at least ten years.
- D. LEED® AP Certification for lead member of the Proposer's audit team.

V. OVERVIEW OF PROCESS AND PROJECT SCHEDULE

The current project schedule is shown below and is subject to change as the project progresses.

Scheduled Milestone	Anticipated Date
Issue RFP	3/11/19
Conduct Pre-submittal meeting (mandatory attendance)	3/21/19
Submit Questions on RFP in writing by	3/25/19
Responses due	4/4/19
Review of submittals	4/4/19 – 4/8/19
Selection of Qualified Provider	4/9/19
Negotiate Project Development Agreement (PDA)	4/9 – 4/12/19
City authorizes PDA	4/22/19
Project Development Phase & Final Contract Development	4/23/19
City Award of Energy Savings Performance Contract	4/26/19

VI. SUBMITTAL REQUIREMENTS

The response should be provided as a narrative and shall contain the following information.

A. Cover Letter of Interest

The cover letter is to be signed by an officer of the firm stating commitment of the firm. The proposal should be signed by an officer of the proposing firm with the authority to commit the firm.

B. Table of Contents

C. Executive Summary

D. ESCO Information – please complete **Exhibit A**

E. Qualifications and Experience of the Proposer Team

The Offerors shall provide information showing they satisfy the following requirements.

- ❖ **Past Performance:** The Offeror shall provide three (3) references, of previous energy efficiency/conservation projects, in which implementation has been completed and the Energy Efficiency Measures (EEMs) have been operational for at least one year.

The following information is relevant past performance information:

- a. Client Contact Information (name, full address, e-mail, phone and FAX number)
- b. Project Location (complete mailing and street address)
- c. Project Dates
- d. Types of ECMs implemented highlighting innovation and renewable technologies
- e. Project Installation Cost
- f. Describe (a) initial energy consumption of client facilities; (b) the annual energy and cost savings proposed in the project; and (c) the actual annual energy and cost savings achieved.

- ❖ **Team and Personnel:** Provide information regarding capabilities and experience of people and resources who will be assigned to this project. Describe the role which each of these people would

play in performing the roles in the project. Provide professional resumes for key people to be involved with any future ESPC.

F. Organization of ESCO Team

Provide an organization chart for team managing and executing the project. Include personnel who will be assigned to this project.

G. Technical Approach

Describe your approach as it pertains to the assessment of opportunities, the audit process, energy and emissions baseline development and methods, energy consumption calculations and methods, use of innovative and renewable energy technologies, energy and emissions savings/reduction/avoidance projections, operations and maintenance cost savings, efficiency and consumption verification methods, and performance period planning such as periodic verification and maintenance required for persistence of savings.

Describe what approach you will take to integrate commissioning, re-commissioning and retro-commissioning into audit, design and construction process.

H. Financial Proposal

The Proposer shall provide the following information as its financial proposal.

- ❖ Financial Stability: Proposer shall demonstrate its financial stability by the submission of audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, or such other information as is reasonably acceptable.
- ❖ Provide a statement of Proposer liability insurance coverage (type, and dollar amount of coverage). Proof of this insurance will be required prior to the award of this contract to the winning proposal.

Maximum allowable pages for your response is 30 pages. (Not including Energy Audit) Additional data, brochures, etc., should not be included.

VII. SELECTION PROCESS AND EVALUATION CRITERIA

The City will review and evaluate the submittals received. The City reserves the right at any time and for any reason to cancel this Request for Proposal, reject any, some, or all proposals, accept any Proposal or parts thereof, or to accept an alternative proposal. The City may award an agreement or agreements, based upon initial proposals received without discussion of such proposals. The City may elect to implement further improvement measures in phases pursuant to the contract.

The Selection Committee shall review all proposals and select and rank the most qualified firms. The selection and ranking shall be based on the following criteria (not necessarily listed in order of importance).

- Project Past Performance – 25%
- Specific Experience of ESCO in Performing the Services Required – 25%
- Ability to Implement Project – 25%
- Fee Proposal – 25%

The City's objective in issuing this Request for Proposal is to provide a competitive means in which to select a single Qualified Provider with whom to negotiate a final contract. Negotiations may be formally terminated if they fail to result in a contract within a reasonable time period and negotiations will be undertaken with the second-ranked Proposer.

The City, as it deems in its own best interests, reserves the right to:

- Reject any or all Proposals
- Issue subsequent Requests for Proposals
- Postpone opening for its own convenience
- Remedy technical errors in the Request for Proposals process
- Approve or disapprove the use of particular subcontractors
- Solicit best and final offers from all or some of the Proposers
- Waive informalities and irregularities in Proposals

EXHIBIT A - ESCO Information

1. General Firm Information

Firm Name:

Mailing Address:

Physical Address:

Contact Persons:

Name:

Title:

Phone: Email:

Name:

Title:

Phone: Email:

Submittal is for: ☐ Parent Company ☐ Subsidiary ☐ Division ☐ Branch Office

List Division or Branch Office that will participate materially in the development of the Proposal, in its evaluation process, and/or in the conduct of any services provided.

Name of Office:

Address:

Name and Address of Parent Company (if applicable): Name of Office:

Address:

Former Name(s) of Firm (if applicable)

Name:

Address:

Tax Identification Number:

Length of time known by this name: ____

2. Type of Firm: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

3. Federal Employer Identification Number:

4. Year Firm Established:

5. Five-Year Summary of Contract Values for Energy Related Services:

2016 \$

2015 \$

2014 \$

2013 \$

2012 \$

Estimate of total value for all energy-related contracts that are currently in force:

\$ ____ (total value) as of ____ (date).

6. Corporate Background

How many years has your firm been in business under its present name?

How many years has your firm been providing energy-efficiency related business?

How many years has your firm offered performance-contracting services?

Indicate the number of energy savings performance contracts actually implemented by your firm.

Is your firm currently involved in any arbitration and/or litigation related to performing energy services or implementing energy projects? If yes, please describe:

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint and the Genesee County Road Commission is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Cash discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in () days ARO (after receipt of order).

Payment Terms: _____ Delivery Dest: _____

Fed. ID #: _____

(All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME (Respondent): _____
(Printed)

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

PRINT NAME AND TITLE: _____
(Authorized Representative)

SIGNED: _____
(Authorized Representative)

EMAIL ADDRESS: _____

Please submit original documents plus one copy.

New vendors are required to complete and submit an IRS W-9 Form with the City of Flint. Link is available at www.cityofflint.com/finance/purchasing.

Bid results may be viewed next business day online at www.cityofflint.com/purchasing.

CITY OF FLINT, MICHIGAN

AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive,
and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly
induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other
person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure himself
any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20 _____,

*Notary Public, _____ County, _____
My Commission expires _____, 20 _____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says
that he is _____ of _____
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of _____
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of
or on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced
or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any
manner sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20 _____,

*Notary Public, _____ County, _____
My Commission expires _____, 20 _____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that he is a member of the firm of _____, a co-partnership,
making the above bid; that he is duly authorized to make said bid on behalf of said co-partnership; that said bid is
genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and
that he has and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain
from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to
said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that he
executed the within and foregoing bid in behalf of _____,
the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said
bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named,
and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid;
that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to
refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself
or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____