

REQUEST FOR PROPOSAL (RFP) # 2011-2384

Martin County Administrative Center
Purchasing Division, 3rd Floor
2401 S.E. Monterey Road
Stuart, Florida 34996
www.martin.fl.us

NOTICE TO ALL POTENTIAL PROPOSERS:

Prohibited Communications: Potential Proposers shall not communicate in any way with the Board of County Commissioners, County Administrator, Selection Committee or any County staff, other than Purchasing personnel, from the time of bid advertisement through and including bid award except during scheduled pre-bid meetings. Such communication shall result in disqualification.

The Board of County Commissioners, Martin County, Florida, will receive sealed proposals for:

THE DEVELOPMENT OF A STRATEGIC ENERGY MASTER PLAN FOR ENERGY EFFICIENCY AND CONSERVATION

Scope of Work includes but is not limited to: The goal of this project is to develop and implement a Strategic Energy Master Plan (SEMP), that will coordinate the current and future efforts of Martin County as well as seeking to establish best practices of other municipalities currently being implemented throughout the region, and nationally in regards to energy efficiency, conservation, proper deployment of renewable energy, and educational programs to inform residents and business as to ways to reduce their energy usage. The cumulative results of this effort will be a sustainable environment, reduced dependency on foreign fossil fuels, and a reduction in our carbon footprint.

Sealed proposals will be received by the Purchasing Division of Martin County, Florida at 2401 S.E. Monterey Road, **1st Floor Information Desk** no later than **2:00 PM** local time, on **WEDNESDAY, December 22, 2010**. Proposals received after the designated time and date will not be considered.

E-Bidding through Onivia/DemandStar will also be accepted no later than 2:00 pm on the date specified. All required documents must be completely uploaded and submitted no later than 2:00 pm in order for the bid to be accepted.

Proposals will be publicly opened and read aloud in the Purchasing Division on the above appointed date and time. Envelopes must be clearly marked with the RFP number, time and date of opening.

Mail or deliver to: **Martin County Board of County Commissioners**
Purchasing/ 1st Floor Reception Desk
2401 S.E. Monterey Road
Stuart, Florida 34996

Copies of the RFP Documents may be downloaded from DemandStar at their web site www.demandstar.com

The Board of County Commissioners reserves the right to waive any technicalities; reject any and all proposals which are incomplete, conditional, non-responsive, or which contain additions not allowed

for; reject any or all proposals in whole or in part with or without cause; and accept the proposal which best serves the County.

Martin County is an equal opportunity/affirmative action employer.
Publish: **Onivia/DemandStar**

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1. Scope of Services
2. Instructions to Proposers
3. Sample Insurance Certificate
4. Sample Service Agreement

Please return Original and (3) copies of the following:

5. Proposal Signature Page
6. Bid Schedule
7. Proposer's Qualification Questionnaire

SCOPE OF SERVICES **AND GENERAL TERMS & CONDITIONS**

Scope of Work: The goal of this project is to develop and implement a Strategic Energy Master Plan (SEMP), that will coordinate the current and future efforts of Martin County as well as seeking to establish best practices of other municipalities currently being implemented throughout the region, and nationally in regards to energy efficiency, conservation, proper deployment of renewable energy, and educational programs to inform residents and business as to ways to reduce their energy usage. The cumulative results of this effort will be a sustainable environment, reduced dependency on foreign fossil fuels, and a reduction in our carbon footprint.

1. The Strategic Energy Master Plan will establish clear and concise guidelines for energy efficiency and production (renewable energy) goals for Martin County that will be in line with the energy policies created and adopted by the Treasure Coast Regional Planning Council.
2. The Strategic Energy Master Plan will measure current usage of energy (including but not limited to transportation, electric and natural gas) and provide recommendations and plans to create energy efficiencies with resultant cost savings.
3. The Strategic Energy Master Plan will allow Martin County to be competitive for all upcoming grant opportunities from both Federal and State energy efficiency and clean energy production programs.
4. The selected proposer must work with Martin County staff to assess current projects and how to incorporate the strategies from those projects moving forward.
5. The Strategic Energy Master Plan will coordinate its efforts to showcase what has been done at a governmental level as well as what can and has been done for the business community and residents to improve energy efficiency.
6. The Strategic Energy Master Plan must contain near term, mid term and long term vision for energy efficiency and conservation, including plans for Martin County that include clear and concise goals for reduction of overall energy use, carbon and greenhouse gas emissions, conservation and use of renewal energy sources.
7. The Strategic Energy Master Plan will provide recommendations to the County Administrator or designee and staff for financing options, which may include but should not be limited to a franchise fee, creating a special taxing district but should include innovative ideas to bring about a sustainable energy economy and environment.
8. The Strategic Energy Master Plan must establish a marketplace to allow for energy efficiency and renewable energy to become a vibrant industry in Martin County and to attract industry to Martin County.

GENERAL TERMS AND CONDITIONS

1. Payment/invoicing: No payment will be made for services without purchase order authorization. Payment cannot be made until services have been received and accepted by the COUNTY in the quality and quantity ordered. All invoices should be submitted in duplicate, with the Purchase Order number and mailed to Information to Martin County General Services, 2555 SE Avenger Circle, Stuart, Florida 34996.

2. Taxes: Martin County does not pay Federal excise and State sales taxes and has adopted a Tax Savings Policy, ***County reserves the right to purchase any and all goods and materials pursuant to Martin County Sales Tax Savings Policy.***
3. Independent Pricing: By submission of this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies that;
 - a. The prices in the proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer directly or indirectly, to any competitor prior to opening; and
 - c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit any proposal for the purpose of restricting competition.
4. Changes: Martin County reserves the right to order in writing changes to the scope of the contract such as changes in the scope of work, or delivery schedule. The proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in demonstrated increased costs to the proposer.
5. Termination for Convenience: Martin County reserves the right to terminate the Agreement, in whole or in part, by giving the proposer written notice at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination from Martin County, the proposer shall provide only those services specifically approved or directed by Martin County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and Martin County shall continue to be responsible to the proposer for the payment of any obligations to the extent such responsibility has not been executed by breach or default by the proposer.

Upon termination, proposer shall bill Martin County for all amounts not previously billed and due to the proposer at that time. The proposer shall not be entitled to payment nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by Martin County. The proposer shall however, be entitled to payment for services commenced and approved by Martin County prior to the receipt of notice, or with the express written consent of Martin County, prior to the effective date of termination.
6. Modifications: In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by the County Attorney.
7. Assignment and Subcontracting: The proposer shall not assign the Agreement or subcontract any requirement without obtaining the prior written approval of Martin County.

INSTRUCTIONS TO PROPOSERS

In order to be considered responsive, all Proposals must be made in accordance with these Instructions to Proposers.

1. **Examination of RFP Documents:** It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP Documents thoroughly; and b) consider federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
2. **Questions:** All questions regarding this RFP must be in writing and e-mailed to pur_div@martin.fl.us, no later than December 8, 2010. You may also Fax your written questions to 772-288-5414. Written replies will be issued to all Proposers of record on or before December 15, 2010. Questions received after December 8, 2010 cannot and will not be answered.
3. **Definitions:** Whenever in these Instructions, the terms defined in the Contract are used (or pronouns used in place of them), the intent and meaning of such terms shall be interpreted as indicated in the Contract.
 - a. **Proposal:** means an executed formal document submitted to the County stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the request for proposal.
 - b. **Contract:** means the Service Agreement between the successful proposer as vendor and Martin County in the form attached to and included in the RFP Documents.
 - c. **RFP Documents:** means the Contract and these Instructions to Proposers.
 - d. **Contractor:** means any person having a contract with the Martin County Board of County Commissioners.
 - e. **Vendor:** means an actual or potential supplier of goods, services, and/or consultant services.
4. **Proposal Package:** Proposals shall be made in the manner set forth herein. The Proposal Package shall consist of: 1) a proposal statement setting forth in detail how the Proposer's Proposal meets the RFP requirements and evaluation factors and, where applicable, the cost of the goods, consultant services and/or services proposed; 2) identification of any and all proposed subcontractors and project team members, including professional resumes and applicable licensure or registration information; 3) evidence of insurance of the types and in the amounts set forth in the RFP Documents; 4) evidence of required registration and/or licensure as set forth in the RFP Documents.
5. **Submittal:** Submit entire Proposal Package in an opaque, sealed envelope in accordance with the Request for Proposals/Advertisement. Identify the envelope with: (1) Project Name, (2) Name and address of Proposer, and (3) RFP number. All items in the Proposal Package required for responsive Proposal shall be included. **Submittals shall be bound by staple or binder clipped and shall consist of paper only. All other binders, plastic separators, non-recyclable material, etc. are prohibited. Submittals will not be evaluated on the aesthetic of the package.** It is the responsibility of the Proposer to ensure that the Proposal Package is

complete and received at the proper time. **We also accept E-Bidding proposals through Onvia/DemandStar no later than 2:00 pm on the date specified.**

6. **Withdrawal of Proposal:** The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged.
7. **Disqualification:** More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
8. **Evaluation Factors:** The evaluation factors include, but are not limited to; Firm location and regional experience 25%; Firm experience on similar projects 25%; Firm expertise in energy planning and implementation 25%; Price 25%.
9. **Proposal Evaluation:** The County shall award to the responsive and qualified Proposer whose proposal is determined to be the most advantageous to the County. Evaluation of proposals shall be based on the evaluation factors set forth in this Request For Proposal and any other relevant information obtained through the evaluation process.
10. **Standard of Qualification:** All awards made by the County, whether obtained by invitation to bid/advertisement, or request for information, proposal, or quotation, shall consider whether the prospective contractor/vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has:
 - a. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - b. a satisfactory record of performance;
 - c. a satisfactory record of integrity;
 - d. the legal ability to contract with the County, including all required licenses; and
 - e. supply all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, or organization papers required.
11. **Information Requested:** The prospective vendor shall supply information requested by the County concerning the qualification of such vendor. If such vendor fails timely to supply the requested information, the County shall base the determination of qualification upon any available information, or may find the prospective vendor non-qualified if such failure is unreasonable.
12. **Reservation of Rights:** The Martin County Board of County Commissioners reserves the right to waive any formality or irregularities in any Proposal received, or reject any and/or all Proposals, or re-advertise. The County reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the Proposer. For and in consideration of the County considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in

the event the Proposer exercises its right to cancel the award in accordance herewith. In the event only one responsive proposal is received, the County reserves the right to negotiate and award to the sole Proposer; re-advertise the request for proposal, with or without making changes to the evaluation factors; or elect not to proceed. The Martin County Board of County Commissioners reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the County.

13. **Award:** Notice of the intent to award shall be posted at the location set for proposal submission for a period of (5) business days. The award shall be made in accordance with the provisions of the Request For Proposal.
14. **Execution of Contract:** The successful Proposer shall assist and cooperate with the County in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute same and return it to the County along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.
15. **Availability of Funds:** The obligation of Martin County to enter into the Contract with the accepted Proposer is subject to the availability of funds lawfully appropriated for the services by the Martin County Board of Commissioners.
16. **Registration or License:** All Proposers shall provide proof that they are properly licensed, certified or registered by the State of Florida, if applicable and a Martin County Occupational License. Failure to comply with this condition shall result in rejection of the Proposal.
17. **Proof of Insurance:** The successful proposer shall be required to furnish evidence of insurance(s) to the County as set forth below. In the event any Consultant cannot obtain the insurance required herein, he shall submit a letter addressed to the Purchasing Manager setting forth the reason(s) he/she cannot obtain such insurance. That letter shall contain alternative insurance levels to be obtained by the Consultant. That letter and its contents shall be considered to be part of the Consultant's Response to the Request for Qualifications.
 - a) **Workers' Compensation:** The successful firm shall provide Worker's Compensation insurance as required by law.
 - b) **Workers' Compensation:** Worker's Compensation for Employer's Liability Insurance. Statutory requirements for Worker's Compensation and employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
 - c) **Business Automobile Insurance:** This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000.
 - d) **General Liability Insurance:** Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Completed Operations, Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. **Accord forms marked "Policy" or "Location" shall be considered non-compliant.** Instead, check "Project" (meaning the "Contract") for the aggregate limit. **Add this text** "No exclusion should apply for Fellow Employees, Cross Liability, or Insured

vs. Insured on the policy. Certificate Holder must be listed as Additional Insured including Completed Operations coverage.

- e) **Professional Liability or Errors and Omissions Insurance:** Professional liability and/or Errors and Omissions insurance at a minimum limit of \$1,000,000.00.
- f) **Licensed Insurance Carrier:** Consultant agrees to provide the insurance written by a carrier licensed to do business in the State of Florida. To the extent available, the policy shall be an occurrence form, not a claims-made policy. The insurance company selected shall be rated A- or better, per the A. M. Best's Key Rating Guide. Provide the **"Martin County Project Name and Contract Number"**, or this Certificate will be rejected since we will be unable to match the Certificate to the work contemplated. Provide **all** text stated in the "Description of Operations . . ." section and on page 2 of our sample Certificate.
- g) **Certificate of Insurance:** A certificate of insurance shall be provided to the Purchasing Manager for review and approval, five (5) business days after notice of technical selection. The Certificate shall provide for Martin County to be named as an additional insured for work under this Agreement as per page 2 of our sample Certificate.
- h) Liability Limits should be shown as "Primary".

The County shall be given 30 days prior written notification of Consultant's intent to cancel or modify any required insurance. Any notification less than 30 days shall be considered non-responsive.

18. **Public Entity Crimes:** Pursuant to Florida Statutes section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for CATEGORY TWO (currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
19. **Taxes:** Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal. (*County reserves the right to purchase goods and materials pursuant to Martin County Sales Tax Savings Policy*).
20. **Cooperative Purchasing:** It is the intent of this solicitation to secure goods or services to be used by Martin County. However, by virtue of bidding (or proposing), the proposer accepts the right of other Florida Governmental agencies to purchase from this bid or proposal. The

successful proposer and the requesting Governmental agency, apart from Martin County, shall handle any such purchases separately. Further, Martin County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. Proposers that find this condition unsatisfactory should indicate this by indicating exception on the bid or proposal form.

21. **Utilitization of Small Business Concerns:** It is the Policy of the United States, the State of Florida, and Martin County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter “small business concerns”) shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the contractor’s compliance with this clause.
22. **Disadvantaged Business Enterprise:** Contractors, consultants, sub-contractors and/or sub-recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in termination of the contract or such other remedy as the recipient deems appropriate.
23. **Pre-contractual Expenses:** The County shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of any proposal prior to issuance of the project Notice to Proceed. Pre-contractual expenses are defined as expenses incurred by Proposer(s) in:
 - Preparing and submitting proposal(s) to the County;
 - Negotiations with the County on any matter related to the contract terms, professional fees, and schedule;
 - Any other expenses incurred by the Contractor(s) prior to reaching agreement in advance of the date of award of the proposed contract.
24. **Term of Agreement:** Term of agreement shall be for a period of twelve (12) months with the potential to extend the term of this agreement for an additional twelve (12) months or until the project is completed but in no case greater than three (3) years. The final term of this Agreement will be negotiated with the successful proposer.
25. **Additional Vendor Requirements:** The successful Proposer will be required to monitor the performance of his/her employee(s) on a periodic basis while they are assigned to the County. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

26. **Federal, State and County Regulations:** The successful Proposer and their employees shall conform to all Federal, State and County regulations while in performance of their contracts. Any individual found not to conform shall not be allowed to start to work or if started shall be required to leave the job site immediately. Continued violations by any successful Proposer shall result in the immediate termination of the successful Proposer's contract.

27. **Payment:** Payment will be made by the County in accordance with the requirements of the Local Government Prompt Payment Act, F.S. § 218.

Martin County in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment Methods include:

1. **Traditional** – payment by check, wire transfer or other cash equivalent.
2. **Standard** – payment by purchasing card, Martin County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

Martin County cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The County will entertain bids clearly stating pricing for standard payment methods. ***An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."***

28. **Prohibited Communications:** Potential proposers shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel from the time of bid advertisement through and including bid award. Such communication shall result in disqualification.

29. **Debarment:** The proposer certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department, government or agency;
- b. Have not within a ten (10) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
- d. Have not within a ten (10) year period preceding this proposal had one or more public/government transactions or contract (Federal, State or local) terminated for cause or default.

30. **Proposer's Disclosure:** In each proposal by an individual or entity, there shall be stated the name and address of every person having an interest in the proposal; and in case of a corporation the names and addresses of its officers, LLC the names of the members, partnership the names of the partners and a joint venture the names of all principals of each entity that is a part of the joint venture. Proposals shall be signed by the person or member of the entity making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the corporation and his/her own name, LLC the name of the managing member, partnership by the managing partner and joint venture by the person authorized by the joint venture agreement. Once proposals are submitted, they become the property of the County and will not be returned. The proposals become "public records" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes ten (10) calendar days after the proposal opening.
31. **Joint Venture:** If the proposal involves a joint venture, a copy of the joint venture agreement shall be included with the proposal along with the attached "Statement of Business Organization". The officers and/or directors of every entity or individual involved in the joint venture must be disclosed.
32. **Power of Attorney:** Attorneys-In-Fact who sign bonds must file with the County a certified copy of their power of attorney to sign such bonds.
33. **Reliance Upon Proposal:** The County shall be entitled to rely upon all representations, including financial and other terms of performance, contained within a Proposer's proposal. The Proposer further agrees to be bound to perform in accordance with its proposal terms, including price. All proposal terms, including price, shall be valid for a period of 90 calendar days from the date of the proposal opening.
34. **Substitute Material and Services:** A Contract, if awarded, will be on the basis of material, goods and services described in the specifications with consideration of the possible substitution of an "or equal" item. In all cases, the low Proposer shall be determined on the basis of the base proposal which shall reflect the costs for goods and services specified or of equal quality. Any Proposer unable to provide the specified goods and services shall be determined unresponsive. However if an unresponsive good or service is presented all specifications must be presented as an alternate only.
35. **Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.
36. **Award:** For the purpose of award, the County will consider as the proposal the correct summation of each unit price multiplied by the estimated quantities or the correct total of all line items in the case of lump sum proposals. The County may award based on the basis of quantities included in the Proposal or quantities included in the base proposal plus proposal alternatives, if any, at the County's sole discretion.
37. **Performance During Emergency:** By submitting a proposal, Proposer agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Martin County shall be given "first priority" for all goods and services under this contract (if applicable). Proposer agrees to provide all goods and services to Martin County throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation and with a

priority above, a preference over, sales to the private sector. Proposer shall furnish a 24-hour phone number and address to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the Proposer subject to sanctions from further business with the County.

38. **Protest:** Any protest concerning this request for proposal shall be submitted in compliance with Section 22, Bid Protest Procedure of the Martin County Purchasing Manual within the required time limits.

END OF INSTRUCTIONS TO PROPOSERS

**AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR
THE DEVELOPMENT OF A STRATEGIC ENERGY MASTER PLAN FOR ENERGY
EFFICIENCY AND CONSERVATION**

THIS AGREEMENT, made and effective this day of in the year, by and between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (Hereinafter referred to as "COUNTY"), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND

CONTRACTOR:

(Hereinafter referred to as CONTRACTOR)

Contract Name:

Contract Number/RFP No.: 2011-2384

Term:

Not to Exceed Amount:

The

WITNESSETH:

WHEREAS, COUNTY has previously determined that it has a need for the development of a Strategic Energy Master Plan for Energy Efficiency and Conservation; and

WHEREAS, COUNTY solicited competitive proposals for such services pursuant to Martin County Request for Proposal No. 2011-2384 (Hereinafter referred to as RFP); and

WHEREAS, COUNTY awarded the Proposal to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with the Development of a Strategic Energy Master Plan for Energy Efficiency and Conservation, as requested and more specifically outlined in the RFP and the Scope of Services attached hereto and made a part hereof as **EXHIBIT “A,”** this Agreement and all subsequent official documents form the Contract Documents for this Contract, including any additional contract terms contained herein.

1. **Time of Service**. Services shall be performed in a timely manner, as specified in the Request for Proposal or as set forth herein.

2. **Term of Agreement/Option of Renewal**. This contract shall be in effect for at least one (1) year and may be extended for up to one (1) additional year or until the project is completed but under no circumstances will the term of this Agreement exceed three (3) years.

3. **Amendment of this Agreement**. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

4. **Assignment/Subcontracting**. The CONTRACTOR shall perform all services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide

written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

5. **Termination/Default.** COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above. COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate. Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6. **Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein. CONTRACTOR will submit detailed monthly invoices for all work completed and only work completed as outlined in EXHIBIT "B."

7. **Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

8. **Audit.** The CONTRACTOR shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, COUNTY reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days prior written notice.

9. **Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required in the RFP throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements, of the RFP, and as set forth herein naming the COUNTY as an additional

named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. **Workers' Compensation:** The successful firm shall provide Worker's Compensation insurance as required by law.
- b. **Workers' Compensation:** Worker's Compensation for Employer's Liability Insurance. Statutory requirements for Worker's Compensation and employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- c. **Business Automobile Insurance:** This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000.
- d. **General Liability Insurance:** Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Completed Operations, Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. **Accord forms marked "Policy" or "Location" shall be considered non-compliant.** Instead, check "Project" (meaning the "Contract") for the aggregate limit. **Add this text** "'No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured including Completed Operations coverage.
- e. **Professional Liability or Errors and Omissions Insurance:** Professional liability and/or Errors and Omissions insurance at a minimum limit of \$1,000,000.00.
- f. **Licensed Insurance Carrier:** Consultant agrees to provide the insurance written by a carrier licensed to do business in the State of Florida. To the extent available, the policy shall be an occurrence form, not a claims-made policy. The insurance company selected shall be rated A- or better, per the A. M. Best's Key Rating Guide. Provide the **"Martin County Project Name and Contract Number"**, or this Certificate will be rejected since we will be unable to match the Certificate to the work contemplated. Provide **all** text stated in the "Description of Operations . . ." section and on page 2 of our sample Certificate.
- g. **Certificate of Insurance:** A certificate of insurance shall be provided to the Purchasing Manager for review and approval, five (5) business days after notice of technical selection. The Certificate shall provide for Martin County to be named as an additional insured for work under this Agreement as per page 2 of our sample Certificate.
- h. Liability Limits should be shown as "Primary".

The County shall be given 30 days prior written notification of Consultant's intent to cancel or modify any required insurance. Any notification less than 30 days shall be considered non-responsive.

10. **Indemnification.** CONTRACTOR shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or

omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

11. **Governing Law.** The laws of the State of Florida shall govern this Agreement and any and all disputes shall be venued in the Nineteenth Judicial Circuit, Martin County, Florida and the Federal Courts of the Southern District of Florida, Fort Pierce for all Federal Matters.

12. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq. and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

13. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance. If any term in this agreement is deemed to be in conflict with any Federal, State or Local statute, law, or ordinance this agreement shall be amended so as to conform.

14. **Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business

association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

15. **Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

a. Martin County's Request for Proposal and all of its addenda and attachments which are part of the RFP set forth above.

b. Contractor's Certificate of Insurance required in the Request for Proposal;

c. Contractor's Bond(s) if required by the RFP;

d. Contractor's response to the RFP or soliciting document.

16. **Payment.** Martin County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement based upon the CONTRACTOR'S response to the RFP.

The Payment Method for this contract shall be:

1. Standard – payment by purchasing card. Martin County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rule of VISA Merchants and MasterCard Merchant Rules.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the parties herein have executed this Agreement for the Development of a Strategic Energy Master Plan for Energy Efficiency and Conservation pursuant to RFP No.2011-2384 as of the day and year first written above.

Taryn Kryzda
Acting County Administrator

Date

CONTRACTOR:

Company Name

DEPARTMENT: Reviewed by:

Signature

Name (Type or Print)

Name (type or Print) Date

Title

Signature

DATE FORWARDED: 04/13/2007

XXXXX NAME L. 12345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE SPECIFIED BY THE POLICY BELOW.

ABC Services, Inc.

INSURANCE A-FORMS: TYPEFACE

HOUSE

INSURER: AIG Company

NAME WITH A	DEF Company
-------------	-------------

INSURANCE CO. OF NORTH AMERICA

INQUIRY: 2, 100 COLUMBIA

INSURANCE 2

[illegible][illegible][illegible]

RE: PROJECT NAME & JOB NUMBER

Madison County B.O.C.C., its officers, employees and agents are listed as Additional Insured under the General Liability (including Completed Operations), Auto & Umbrella Liability for work performed under referenced contract. Additional insured endorsement for General Liability ISO CG2010 1195 or CG20371001 is attached. Coverage applies on a Primary basis. Waivers of subrogation are included. No exclusions for Fellow Employees, Cross Liability or Insured vs. Insured under the above policies.

CERTIFICATE HOLDER

CANCELLATION	Certificate ID	02
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Martin County Board of County Commissioners
2401 SE Monterey Rd.
Seaside, OR 97138

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE FIDELITYBOND DATE THEREOF, FIDELITYBOND ISSUERS WILL ENDORSE ON MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER ISSUED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OTHER CONTRACT I HAVE, ITS CLARITY HEREON THE INSURER, ITS AGENTS OR REPRESENTATIVE.

4. 圖 1-4-2 係以 10 倍放大率所繪之電路圖，其電路圖如下：

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **COBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representatives or producer, and the certificate holder; nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUEST FOR PROPOSAL (RFP)

5

**MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS FOR
THE DEVELOPMENT OF A STRATEGIC ENERGY MASTER PLAN FOR ENERGY
EFFICIENCY AND CONSERVATION**

RFP # 2011-2384

SUBMIT BID TO:

MARTIN COUNTY PURCHASING DIVISION
2401 S.E. MONTEREY RD. 1st FLOOR INFORMATION DESK
STUART, FLORIDA 34996

INSTRUCTIONS

Each proposer shall furnish the information required on this form and each accompanying sheet thereof on which he makes an entry. Proposals submitted on any other format shall be disqualified. Proposals to include **one original and copy on CD or DVD. E-Bidding will also be accepted through Onvia/DemandStar no later than 2:00 pm on December 22, 2010**

Proposals must be received at the **Information Desk, 2401 SE Monterey Rd., 1st Floor**, Stuart FL, 34996 at the time specified in the RFP. Proposals received after this time & date will not be considered. Proposals will be publicly opened and read at the appointed time.

All Proposals shall be considered FOB Destination, if applicable. Proposals may not be withdrawn for a period of 60 days from opening.

PROPOSAL SIGNATURE SECTION

**THIS FORM MUST BE RETURNED WITH PROPOSAL. FAILURE TO SIGN WILL RESULT
IN DISQUALIFICATION OF SUBMITTAL.**

Firm Name

Telephone (Include Area Code)

Authorized Signature

Fax Number

Name/Title (Please Print)

Federal Employee Identification #

Street Address

License Number & Type

City

State

Zip

E-mail Address (all notifications will be by e-mail)

Questions regarding this bid should be addressed to the Purchasing Division: (772) 288-5414-Fax or emailed to pur_div@martin.fl.us.

Provide 24 hour/ Emergency contact information:	
	Contact person / Title
	Contact phone # / Fax #
Any additional contact information:	

Signature

Firm Name

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDUM # _____

Schedule of Prices to be submitted with Proposal

BID SCHEDULE

6

In accordance with the terms, conditions and specifications, the undersigned proposer hereby submits the following prices for supplying Martin County with the services called for in **RFP2011-2384 for the Development of a Strategic Energy Master Plan for Energy Efficiency and Conservation**

RFP 2011-2384		
<u>RFP FOR DEVELOPMENT OF A STRATEGIC ENERGY MASTER PLAN FOR ENERGY EFFICIENCY AND CONSERVATION</u>		
Proposer's Name: _____		
<u>Proposal Price</u>		

If you are not the successful proposer for primary provider, would you consider serving as the secondary (backup) provider with the same terms and conditions as your bid?

_____ Yes _____ No

Provide 24 hour/ Emergency contact information:	_____
	Contact person / Title
Company Name:	_____ / _____
	Contact phone # / Fax #
Any additional contact information:	

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDUM # _____

PLEASE NOTE: IT IS INCUMBENT UPON ALL PROPOSERS TO INCLUDE INFORMATION REGARDING THEIR EXPERIENCE, BACKGROUND AND SAMPLES OF PAST WORK PERFORMED IN SUFFICIENT DETAIL TO ALLOW AN INFORMED DECISION PROCESS.

PROPOSER'S QUALIFICATION QUESTIONNAIRE

7

1. State the number of years your business organization has been doing business in Florida _____

2. Number of years your business organization has been:

Duly certified by the State of Florida _____

Licensed in a county in Florida _____

3. Have you ever failed to complete a contract awarded to you _____
If yes, state where, when and why?

4. List three (3) references (name, address, telephone) public entities, corporation or individuals for which you have provided similar services:

a. _____

b. _____

c. _____

5. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the type of business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

a. _____
(Legal Name of Proposer)

b. _____
(Form of Business Entity)

Names of the corporate officers, partners, or individuals and their respective titles:

Business Name _____

Address _____

Telephone _____ Fax _____

E-mail Address_____ (all correspondence will be by e-mail)

Submitted by: _____ Date _____
(Name of individual completing statement)

END OF PROPOSER'S QUALIFICATION QUESTIONNAIRE