



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

**ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT
CONSULTING SERVICES**

The City of Novi will receive sealed proposals to develop and prepare an **Energy Efficiency and Conservation Strategy** according to the specifications of the City of Novi.

Sealed proposals will be received until **3:00 P.M. prevailing Eastern Time, August 7, 2009**, at which time proposals will be opened and read. Proposals shall be addressed as follows:

**CITY OF NOVI
OFFICE OF THE CITY CLERK**
45175 W. Ten Mile Rd.
Novi, MI 48375-3024

All proposals must be signed by a legally authorized agent of the proposing firm.
ENVELOPES MUST BE PLAINLY MARKED

**“ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT
CONSULTING SERVICES RFP”**

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti
Purchasing Manager

Notice dated: July 6, 2009



CITY OF NOVI

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT CONSULTING SERVICES

INSTRUCTIONS TO PROPOSERS

This RFP is issued by the Purchasing Office of the City of Novi.

This section is intended to provide interested Consultants with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

IMPORTANT DATES

RFP Issue Date	July 6, 2009
Last Date for Questions	July 30, 2009 by 5 p.m. Submit questions via email to: Marina Neumaier, Assistant Finance Director mneumaier@cityofnovi.org
Response Due Date	August 7, 2009 by 3:00 p.m. E.T.

PROPOSAL SUBMITTALS

An **UNBOUND COMPLETED ORIGINAL and Eight (8) copies** of each proposal must be submitted to the Office of the City Clerk. No other distribution of the proposals will be made by the Consultant. Proposals must be signed by an official authorized to bind the Consultant to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

To be considered, sealed proposals must arrive at the location specified and date & time specified. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Consultants mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the Consultant's name and the name of the RFP. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

CHANGES TO THE RFP/ADDENDUM

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the Proposal and shall be taken into account by each proposer in preparing their proposal. It is the consultant firm's responsibility to obtain all addendums before submitting their proposal.

TYPE OF CONTRACT

If a contract is executed as a result of the quotation, it stipulates a fixed not-to-exceed cost for services.

INSURANCE

Insurance coverage according to Attachment A must be maintained throughout the entire contract period. A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful vendor prior to commencement of work. A current certificate of insurance is to be provided to the City during the entire contract period.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful consultant will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Direct employees of the consultant shall perform all work. To ensure accountability, no sub-consultants will be allowed without prior written approval from the City. The consultant agrees to indemnify the City from and against any claims initiated pursuant to any subcontract the Consultant enters into in the performance of this Contract.

CONTRACT TERMINATION

The City of Novi reserves the right, upon thirty (30) days written notice to terminate the contract for failure of the vendor to comply with the terms and conditions set forth herein.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

SUBMISSION OF PROPOSALS

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Proposals must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained within the proposal.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful proposal may become contractual obligations. Failure of a Consultant to accept these obligations may result in cancellation of the award. It should be understood by the vendor(s) that this means that the City expects the vendor(s) to satisfy all requirements listed herein. Any exceptions should be explicitly noted in the Vendor's Proposal.

MATERIAL SUBMITTED

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

INCURRING COSTS

The City of Novi is not liable for any costs incurred by proposals prior to issuance of a contract.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Consultant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the RFP.

INDEPENDENT PRICE DETERMINATIONS

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.

NON-DISCRIMINATION

The Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-consultant employed in the performance of this contract.

PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship or instruction as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.



CITY OF NOVI
**ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT
CONSULTING SERVICES**

SPECIFICATIONS

INTRODUCTION

The City of Novi is seeking proposals from qualified consulting firms or teams (Consultant) to assist the City of Novi by developing an Energy Efficiency and Conservation Strategy (EECS) for the City of Novi, as required by the U.S. Department of Energy (DOE), and the development of the City's final application for Energy Efficiency and Conservation Block Grant (EECBG) funding. Under the EECBG, DOE has announced an allocation to the City of Novi of \$533,100.

The City of Novi seeks to use the required EECS and funding from the EECBG to identify and develop the City's energy conservation and environmental sustainability goals to reduce fossil fuel emissions, decrease energy consumption and promote energy efficiency.

For more information about the EECBG, see <http://www.eecbg.energy.gov/> and <https://www.fedconnect.net>

The Consultant will work collaboratively with City staff to develop the EECS. The City of Novi will convene an EECBG Project Team to guide the project and work with the Consultant. **The EECS must be completed and submitted to the DOE within 120 days of the grant award date.** Consultants that cannot comply with the schedule should not respond to the RFP. The schedule is not flexible and cannot be modified. The firm awarded the bid will also administer the grant upon award of the funds from DOE.

SCOPE OF WORK

The Consultant will work with the EECBG Project Team to develop a comprehensive Energy Efficiency and Conservation Strategy (EECS) for the City of Novi, including providing technical expertise, facilitating goal and strategy development, creating any necessary technical documentation, creating the final Energy Strategy document and final grant submission, including budget/cost justification, working with City staff to ensure the successful acceptance of the Energy Strategy and EECBG by the Department of Energy and the ongoing administration/reporting to the DOE.

Actions and strategies included in the plan can be eligible activities for use of the City of Novi's formula grant funds under EECBG as well as activities that are not eligible; comprehensive planning is encouraged and critical to the success of the overall plan.

The eligible activities should be marked as such. The City of Novi envisions using the EECS as the energy conservation component to the City's overall comprehensive plan. Therefore, the consultant should identify ongoing energy efficiency conservation policies, projects, and programs that will be sustained beyond the EECBG.

The Consultant should have sufficient professional experience in the field of energy conservation, renewable energy, and environmental sustainability to assist the City by identifying projects with the greatest possible return on investment. Additionally, the Consultant will facilitate public comment and participation on the EECS and EECBG application. The Consultant will assist by analyzing, designing, and prioritizing initiatives that efficiently and effectively meet the overall purpose of the EECBG which is to assist with the creation and implementation of strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities; and
- Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

The EECBG Project Team will identify City priorities and strategic goals among potential investments. The Consultant will evaluate potential activities, outline potential projects, identify partnerships and other strategic opportunities that strengthen the City's overall Strategy and EECBG submission in accord with the guidance provided by DOE. A critical element of the EECBG program is meeting the goal of timely investment of allocated funds. Local entities, including the City of Novi, are required to obligate/commit all funds within eighteen (18) months from the effective date of the award. In the event funds are not obligated/committed within eighteen (18) months, DOE reserves the right to de-obligate the funds and cancel the award.

DOE has identified the following as among the eligible activities:

- Residential and Commercial Building Energy Audits.
- Financial Incentive Programs and Mechanisms for energy efficiency improvements such as energy savings performance contracting, on-bill financing, and revolving loan funds.
- Grants to nonprofit organizations and governmental agencies for the purpose of performing Energy Efficiency Retrofits.
- Energy Efficiency and Conservation Programs for Buildings and Facilities.
- Development and Implementation of Transportation Programs to conserve energy.
- Building Codes and Inspections to promote building energy efficiency.
- Energy Distribution Technologies that significantly increase energy efficiency, including distributed resources, combined heat and power, and district heating and cooling systems.

- Material Conservation Programs including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency.
- Reduction and Capture of Methane and Greenhouse Gases generated by landfills or similar waste-related sources.
- Energy efficient Traffic Signals and Street Lighting.
- Renewable Energy Technologies on Government Buildings.
- Any Other Appropriate Activity that meets the purposes of the program and is approved by DOE.

A list of eligible activities for use of program funds is provided in Section 544, Title V, Subtitle E of the Energy Independence and Security Act (EISA). Additional details on eligible activities are in the Funding Opportunity Announcement. DOE is giving preference to projects that:

- Leverage other public and private resources.
- Enhance workforce development.
- Persist beyond the funding period.
- Promote energy market transformation such as revolving loans, low-cost loans, energy savings performance contracting, advanced building codes, building and home retrofit incentives and policies, and transportation programs and policies.

The Consultant will assist the City identify projects that meet these criteria, as well as others, and develop project proposals that achieve these goals for both the EECS and EECBG submission. The Consultant should have sufficient professional experience in the field of energy conservation, renewable energy, and environmental sustainability to assist the City by identifying projects with the greatest return on investment.

DOE has listed the following as its evaluation criteria for EECGB submissions. The Consultant will develop an EECS and final EECBG plan that meets these criteria:

1. Jobs created and/or retained
2. Energy savings on a per dollar invested basis
3. Renewable energy capacity installed
4. Greenhouse gas emissions reduced
5. Funds leveraged

Professional services are required to provide (at a minimum):

- Baseline inventories and forecasts of energy sources, energy uses, energy rates, GHG emissions, and other pertinent factors/indicators related to energy efficiency and conservation.
- Development of goals /objectives and strategies, as well as insight into obstacles to achieving goals and proposed strategies for removing barriers.

- Actions/plans/strategies and implementation schedule to meet goals.
- Actions and strategies in the plan can be eligible activities for use of formula grant funds under EECBG as well as activities that are ineligible; comprehensive planning is encouraged.
- Expected metrics, outcomes and benefits of policies, programs, and projects eligible for EECBG funding: jobs created and/or retained, energy saved, renewable energy capacity, GHG emissions reduced, and funds leveraged.
- Policies and/or administrative actions adopted or needed to support actions/plans/strategies/targets/schedule.
- A framework for evaluation, monitoring and verification of the plan.
- Formats for annual reports on implementation progress of EECS and strategies consistent with requirements.
- Plan for how activities will be sustained beyond grant period.
- Plan for how these funds will be coordinated with leverages funds, including other Recovery Act funds, to maximize benefits for local and regional communities.
- Complete all on-going grant reporting requirements and submit updates to the DOE on the implementation status of the Strategy as well as realized energy efficiency gains through-out the duration of the grant period.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments and all grant requirements governing EECBG Programs.

Goals We Want to Achieve Through the Development of the Energy Efficiency and Conservation Strategy

- Develop a comprehensive plan for energy efficiency, reducing energy use, and reducing fossil fuels use.
- Organize, strengthen and build on existing city programs that contribute to these goals.
- Tap into new ideas that are working for other cities.
- Identify the most cost-effective opportunities to reduce energy use and improve energy efficiency (and ones that help achieve economic and environmental benefits).
- Leverage funding, as there are other federal, state, and private funds that can be combined with EECBG and which require plans.

- Identify and plan to pursue new economic development and job creation opportunities.
- Engage civic and business leaders and residents so that they bring their skills and resources to the table.
- Produce a roadmap for achieving these benefits and benchmarks that will help the city and its stakeholders stay on course.
- Put in place a means to track energy saved, renewable energy installed, greenhouse gas emissions reduced, funds leveraged, and jobs created, which cities and counties are required to do in their EECBG annual reports to DOE and the public.

CONSULTANT SUBMITTALS

Submittals shall include the following information, at a minimum:

1. Cover Letter: A letter signed by an officer of the firm, binding the firm to all of the commitments made in the submittal.
2. Statement of Qualifications and Experience, including:
 - a. Company/firm/team history.
 - b. Name(s), business address, phone number, email addresses of firms and individuals proposed to participate in all work efforts identified and needing to be performed to meet the intent of this project.
 - c. Background, education, and relevant experience of all firms and team members proposed to participate in all work efforts identified and necessary to meet the intent of the project. The principal in charge and project manager shall be identified along with the roles of other significant project participants.
3. Proposed Approach to developing the EECS, the final EECBG submission, and grant administration, including how the firm will:
 - a. Collaborate with the EECBG Project Team, and other participants and volunteers.
 - b. Evaluate and recommend priority projects for the EECS and EECBG.
 - c. Identify and develop high-potential projects for the EECS and EECBG.
 - d. Budget development and cost justification
 - e. Comply with on-going reporting requirements through-out the duration of the grant period.
 - f. Provide a detailed bid for the not-to-exceed cost to complete the assignment.
4. Proposed Scope of Work, proposed budget, and official proposal form (included with this RFP document).

5. The City reserves the option to continue the contract with the selected bidder past the grant submission and award by DOE. Applicants should include a proposal for continuing consulting services through the period of grant administration, including, but not limited to:
 - a. implementing the programs,
 - b. writing quarterly and other reports as required by DOE,
 - c. quantitative measurement of initiatives using metrics provided by DOE -
Jobs created/Energy savings per dollar invested/Renewable energy
capacity installed/Greenhouse gas emissions reduced/Funds leveraged

EVALUATION CRITERIA

All submittals will be evaluated by the EECBG Project Team review team. Consultants determined to be qualified may be interviewed. The EECBG Project Team will use the following evaluation criteria:

	<u>Maximum Weight</u>
1. Understanding of the Scope of Work	30
2. Schedule of Work	30
3. Experience / Performance History	20
4. Completeness of the Proposal	20

Any questions or requests for clarification of this RFP may be made to:

Marina Neumaier, Assistant Finance Director
mneumaier@cityofnovi.org



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Consultant shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an “Occurrence Basis” with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - d. The Consultant shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) per occurrence and/or aggregate.
2. **All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.**

All policies (except Professional Liability) shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

3. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.
4. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
5. If any work is sublet in connection with this Contract, the consultant shall require each sub-consultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.
6. The provisions requiring the consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this contract.
7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

Indemnity/Hold Harmless

1. The consultant agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The consultant agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Consultant agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Consultant's performance under this Contract.
3. The Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act

of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-consultant employed in the performance of this contract.



CITY OF NOVI

GENERAL CONDITIONS

PREPARATION OF RFP

1. Proposers are expected to examine specifications and all instructions. Failure to do so will be at the proposer's risk.
2. The City of Novi is not liable for any costs incurred by proposers prior to issuance of an award/contract. Each proposer shall furnish all information required in the RFP. Any erasures or changes must be initialed by the person signing the proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this RFP prior to the RFP opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the RFP opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF PROPOSALS

1. To be considered, each firm must submit a complete response. The proposal must be signed by an authorized agent of the proposing firm to bind the submitter to its provisions.
2. The required number of copies of the proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Proposer's Name
Address
Name of RFP

Failure to do so may result in a premature opening or failure to open such proposal. Proposers must use attached proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective proposer be in doubt as to the true meaning of any portion of this RFP or should the prospective proposer find any patent ambiguity, inconsistency, or omission therein, the proposer shall make a written request for an official interpretation. Such request shall be submitted by the date listed in the "Instructions to Proposers" section.
4. Such interpretation, as well as any additional information will be made only as an addendum which will be posted on the MITN website at www.mitn.info.

5. Proposers are responsible for the timely receipt of their RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed proposals are not accepted.
6. A RFP may be withdrawn by giving written notice to the Purchasing Manager before the stated closing time. After the stated closing time, RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
7. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the proposer's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

CONSIDERATION OF PROPOSALS

1. In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Proposals of "equal" quality and value will be considered, provided that the proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.
3. Samples for testing may be requested by the City of Novi during proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for proposal rejection.
4. All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:
 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally

- recognized as being aggravated by exposure to the toxic substance; and
- 3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

RFP AWARD

1. Upon receipt of materials, each proposal will be reviewed. Proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products proposed
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.
2. The City of Novi reserves the right to award the proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the RFP.
4. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

TERMS

1. All proposal prices will be based on F.O.B. (City of Novi) our location.
2. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" proposal price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **CITY OF NOVI PURCHASE ORDER NUMBER & DEPARTMENT CODE.**
 - D. Description of material shipped, including item numbers, quantity, number of packages.
4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER AND DEPARTMENT CODE IN ORDER TO BE PROCESSED PROPERLY AND EFFICIENTLY.

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contactor.
6. Non-Performance – If in the opinion of the City of Novi, the Consultant fails to perform after reasonable notice, or the Consultant willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.

CHECK LIST FOR PROPOSERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR PROPOSAL.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper proposal. Check as you read.

- _____ Is your proposal properly signed? (refer to RFP documents)
- _____ If required, have you entered a unit price for each item?
- _____ If required, have you entered the unit price or not-to-exceed lump sum price in both words and figures? (unit price or lump sum price in words governs)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the outside of the envelope containing your proposal properly identified that it is a sealed proposal and does it contain the correct project name and RFP opening date?
- _____ If required, are references included?
- _____ Will your proposal arrive on time? Late proposals will not be considered. Proposals must be received by the **Office of the City Clerk before the time specified on the date specified.**
- _____ Are any bid bonds or bid deposits, if required, included with your proposal?
- _____ Are all Addendums, if issued, acknowledged on your proposal?
- _____ Did you include an **unbound complete original proposal (marked as "Original")** plus the required number of copies of your proposal? Original version of your proposal may be clipped but not stapled, bound, or in a binder.



**CITY OF NOVI
PROPOSAL FORM**

**ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT
CONSULTING SERVICES**

We the undersigned as proposer, propose to furnish to the City of Novi, according to the specifications, conditions and instructions attached hereto and made a part thereof :

A. Lump Sum (Not-to-Exceed) \$ _____
(A detailed break-down of cost is to be included within your proposal)

We acknowledge receipt of the following Addendums: _____
(please indicate numbers)

Comments: _____

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Agent's name (printed) _____

Title: _____

E-mail _____

Signature _____ Date _____