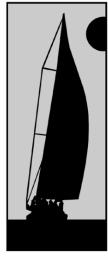
# MUSKEGON







West Michigan's Shoreline City www.shorelinecity.com CITY OF MUSKEGON

## **REQUEST FOR PROPOSALS**

PROJECT NAME: City of Muskegon

Organizational-wide Greenhouse Gas (GHG) Inventory

DATE OF ISSUANCE: September 19, 2023

DATE PROPOSAL DUE: October 10<sup>th</sup>, 2023

ISSUING OFFICE: City of Muskegon

Department of Public Works

c/o – Dan VanderHeide 1350 East Keating Ave Muskegon, MI 49442 Tel. (231) 724-6920

## TABLE OF CONTENTS

PROPOSAL & AWARD	3
INSTRUCTIONS TO BIDDERS	4
SPECIFIC PROJECT INFORMATION	6
CONTENTS OF PROPOSAL	9
EVALUATION	9
SCHEDULE	9
INSURANCE REQUIREMENTS	10

<u>Note:</u> Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Dan VanderHeide at the City of Muskegon via (231) 724-6920 or via E-mail at <u>dan.vanderheide@shorelinecity.com</u>.

#### **PROPOSAL & AWARD**

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature	 	Title		
Print Name	 	Date		
Firm Name			-	
Address			-	
			_	
			_	
Telephone No.		_		
E-Mail				
Fax No.				

#### **INSTRUCTIONS TO BIDDERS**

#### **PROPOSALS**

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the documents, and at its option may reject the same.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subcontractor for prior approval.

#### SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon Clerk's Office RE: GHG Inventory 933 Terrace Street Muskegon, MI 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular RFP for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, October 10<sup>th</sup>, 2023 at which time all proposals will be opened, and bids read aloud.

#### AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will not be completed until confirmed and recommended by the City Commission.

#### **CITY RESPONSIBILITIES**

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The City will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The City will examine all studies, reports, estimates, proposal, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The City will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The City will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

#### **SPECIFIC PROJECT INFORMATION**

#### INTRODUCTION TO PROJECT & BACKGROUND INFORMATION

In April 2023, the Muskegon City Commission passed a resolution declaring the city's commitment to climate action initiatives and to combat the impact of climate change on our community and planet. The city seeks to reduce the risks of climate change by implementing actions that save money, improve productivity, and lower greenhouse gas (GHG) emissions. The city intends to reduce its organizational GHG emissions through deliberative budget, policy, and administrative actions. The City Commission is directing an organizational-wide Greenhouse Gas Inventory to be delivered to the Commission by January 2024 which will be used by the city to set target reductions with the goal of eliminating the organization's GHG emissions by 2040.

Therefore, the City of Muskegon is seeking proposals from qualified firms to conduct an organizational-wide Greenhouse Gas Inventory. Results of the inventory will be used by the city to manage GHG risks and identify reduction opportunities as well as participate in voluntary or mandatory GHG programs.

The city seeks to develop the GHG Inventory in alignment with the <u>U.S. EPA Center for Corporate Climate Leadership</u>, GHG Inventory Development Process and Guidance.

Additionally, GHG Inventory shall also align with <u>The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard (GHG Protocol Corporate Standard)</u> developed by the World Resources Institute (WRI) and the World Business Council for Sustainable Development (WBCSD), which is the global standard for calculating corporate GHG emissions.

The GHG Inventory Development Process consists of four key steps:

- 1. Reviewing accounting standards and methods, determining organizational and operational boundaries, and choosing a base year.
- 2. Collecting data and quantifying GHG emissions.
- 3. Developing a GHG Inventory Management Plan to formalize data collection procedures.
- 4. Setting a GHG emission reduction target, tracking and reporting progress.

The city's GHG Inventory shall be limited to the above **Steps 1 & 2** as well as the <u>EPA's Scope 2 Inventory Guidance process</u>. Scope 2 emissions are indirect GHG emissions associated with the purchase of electricity, steam, heat, or cooling.

The GHG Inventory will at a minimum need to consider the impact of carbon emissions generated from city-owned buildings and grounds, including City Hall (933 Terrace St);

Department of Public Works building (1350 E. Keating Ave); Water Filtration Plant (1900 Beach St); Trinity Health Arena (470 W. Western Ave); three fire stations, Central Station (770 Terrace St), Station 4 (1836 Robinson St), and Station 5 (1477 Marquette Ave); as well as Public Works assets such as (4) cemeteries, (40) parks, ½ of the Harvey pump station and 5 million gallon reservoir (remainder of Harvey and all other water pump stations are owned by the

county/township), (3) elevated water tanks, and (18) sanitary sewer lift stations. Additional details can be found <u>here</u> along with the <u>directory</u> of city parks.

The inventory will involve a facility and service assessment, including vehicles and equipment associated with each building and associated grounds, and is intended to be used by the City to make recommendations to the City Commission on options of reducing energy waste.

Reducing greenhouse gas (GHG) emissions through a GHG Inventory is an important strategy in the decarbonization of the city building's heating, ventilation, and air conditioning (HVAC) systems.

Work shall include furnishing all labor, equipment, and tools required for assessment and audit services as described above.

Subcontractors, if any, shall be approved by the Project Manager prior to acceptance on this contract and shall be bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor's proof of insurance meeting city requirements.

The City Commission reserves the right to reject any or all bids, waive irregularities in any bid and make award in any manner deemed in the best interests of the City.

#### **SCOPE OF SERVICES**

Reference all applicable guidance documents provided by city personnel. Specifically, the city seeks to develop the GHG Inventory in alignment with the <u>U.S. Environmental Protection</u>

Agency Center for Corporate Climate Leadership, GHG Inventory Development Process and <u>Guidance</u>. Additionally, GHG Inventory shall also align with <u>The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard (GHG Protocol Corporate Standard)</u> developed by the World Resources Institute (WRI) and the World Business Council for Sustainable Development (WBCSD), which is the global standard for calculating corporate GHG emissions.

As a baseline for the project proposal, interested vendors should anticipate that the assessment work shall primarily encompass each of the city project areas referenced above unless other areas are identified during the process.

Additional work may be required over and above that level, and will be negotiated as necessary.

The City anticipates there will be a need for in person meetings and/or facility tours on this project as follows;

#### • Data Review

o Identify data that is required for the analysis and determine what has been collected and what still needs to be collected.

- Obtain, review and compile necessary documents to be referenced in the inventory.
- Kickoff Meeting
  - o Meet with the City to discuss the project.
  - o Include other stakeholders, if warranted.
  - Review existing and needed data, identify any missing data and develop a timeline for development of the GHG Inventory.
  - o Identify contacts responsible for data collection.
- Data Review Meeting
  - o Review progress and substance of data collection process.
- Preliminary report review meeting with City personnel
  - o Refine plans based on feedback from the City so as to develop a finalized report.
- Final report review meeting with City personnel
  - Discuss any remaining issues prior to the delivery of the report to the City Commission.

#### **CONTENTS OF PROPOSAL SUBMITTAL**

At a minimum, each proposal shall include the following items:

- 1. Signed and Completed Proposal & Award Page
- 2. Summary of Experience, Available Equipment, and Personnel
- 3. Narrative of Understanding of Service
- 4. Listing of any identified Subcontractors and their locations
- 5. Cost for Services in separate envelope

#### **EVALUATION**

Staff will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City. The City does provide an incentive for businesses located in the City and within the County of Muskegon.

The following points will be used as scoring criteria of the proposals submitted; (40) Qualifications of Team, (30) Understanding of Service, (20) Priced Proposal, (10) Location.

## **SCHEDULE FOR AWARD**

Issue RFP	September 19, 2023
Proposal Due Date	October 10, 2023 (2:00 PM)
City Commission Consideration and Award of Bids	October 24, 2023
Contract Work Period	October 25, 2023 – Dec 11, 2023
Preliminary report to City Commission	January 8, 2024
Final report to City Commission	February, 2024

#### **INSURANCE REQUIRMENTS**

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. Hold Harmless Agreements: To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. Consultant Insurance Requirements: Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
  - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
  - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
  - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
  - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
  - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.