



## **CITY OF MUSKEGON**

### **REQUEST FOR PROPOSALS**

PROJECT NAME:	Consulting Services for Government Operations Climate Action Plan
DATE OF ISSUANCE:	September 5, 2024
DATE PROPOSAL DUE:	October 3, 2024
ISSUING OFFICE:	City of Muskegon c/o – Peter Wills 933 Terrace St Muskegon, MI 49440 Tel. (231) 724-4144

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**Note:** Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFQ, please contact Peter Wills at the City of Muskegon via (231) 724-4144 or via E-mail at [peter.wills@shorelinecity.com](mailto:peter.wills@shorelinecity.com).

## **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**

### **QUALIFICATIONS**

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  
Attn: Clerk's Office  
RE: Government Operations Climate Action Plan  
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 3<sup>rd</sup>, 2024 at which time all proposals will be opened, and bids read aloud.

### **AWARD / REJECTION OF QUALIFICATIONS**

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 (Peter Wills) 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, proposals, 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**

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.

A Government Operations Greenhouse Gas Inventory was completed in February 2024.

The City of Muskegon is now seeking proposals from qualified firms to assist the city in preparing a Climate Action Plan for the organization. The GHG Inventory and Climate Action Plan will be used to manage GHG risks and help identify targeted reduction opportunities with the goal of eliminating the organization's GHG emissions by 2040.

Additionally, the GHG Inventory considered 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 [here](#) along with the directory of city parks.

### **SCOPE OF SERVICES**

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

#### **Task 1: Kick Off Meeting**

Meeting with City Staff and consultant

Performance Measures:

- Summary of meeting showing plan for completing scope of work.

#### **Task 2: Consult Government Operations Greenhouse Gas Inventory**

Evaluation of Greenhouse Gas Inventory

Performance Measures:

- Refer to the Greenhouse Gas Inventory to assist in developing Plan, which includes stated emission sources, data gathered, quantified GHG emissions, and recommended actions.

### **Task 3: Develop Government Operations Climate Action Plan**

Complete Government Operations Climate Action Plan

#### **Performance Measures:**

- Baseline assessments reviewed and analyzed.
- Goals and GHG reduction targets identified for government operations.
- Existing and potential initiatives identified and prioritized.
- Initiatives implementation plan.
- Metrics established.
- Draft Government Operations Climate Action Plan for city staff review and comment.
- Final Government Operations Climate Action Plan incorporating staff and City Commission comments, submitted to City Commission for approval.

### **PROJECT DURATION**

The selected consultant will be expected to complete the above task, in conjunction with the City, and present final documents to the City Commission within six (6) months from the date of contract execution.

Task order above is not entirely indicative of a timeline or order in which deliverables will be requested. The City recognizes that there are different approaches that can lead to the desired outcomes that have been noted in this RFP. If, based on the consultant's knowledge and experience, the consultant believes the required scope of work should be changed in any way, the suggested changes should be outlined in their response. Respondents to the RFP are required to include a recommended project approach based on their expertise and experience with similar projects.

### **CONTENTS OF PROPOSAL SUBMITTAL**

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

- Signed and completed proposal & award page.
- Introduction/Summary; (2 pages max) – a short introduction and summary of the company/consultant to include a description of what disciplines are included within the firm.
- Scope of Work (10 pages max) – include a detailed work program explaining how the consultant proposes to perform the Scope of Work that includes:
  - o Each task to be completed.
  - o Timeline for each task.
  - o Proposed budget with:

- Cost breakdown for each work task complete with proposed number of hours to complete each task, assigned staff member, and billing rates.
  - Not to exceed fee for services required to fulfill the deliverables described herein.
- Project Management/Communication (1 page max) – Proposed method of project management and proposed, best means of communication with the City of Muskegon about project progress and reviews.
- Qualifications and References (10 pages max) – Provide a firm profile that will include the following:
  - List of past similar projects completed by firm with one (1) reference for each respective project.
    - Current contact names and telephone numbers for references
    - Summary of project(s)
  - Project team organizational chart
    - Resumes for each team member to be assigned to project.

## **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 following points will be used as scoring criteria of the proposals submitted; (40) Qualifications and References, (30) Scope of Work, (10) Project Management, (15) Project Proposal, (5) Location.

The City's purchasing policy is established to ensure purchasing activities that are fair and equitable, maximize purchasing value for public funds, and to maintain a procurement system of quality and integrity throughout the procurement process. These policies and procedures are intended to ensure that all city funds are expended in accordance with sound business practices, recorded in compliance with acceptable accounting procedures, and meet the requirements of federal and state agencies that may assist in the financing activities of the City of Muskegon.

## **LOCAL PREFERENCE**

The City Commission may give preference to local vendors as follows.

- Vendors located in the City of Muskegon may be awarded purchases or contracts when the lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid.
- An additional 0.5% difference in bid amount (for a total of 2.5%) will be considered for those qualified vendors located in the City of Muskegon which are not-for-profit and provide social services to City of Muskegon residents.



- Vendors located in Muskegon County may be awarded purchases or contracts when the lowest qualified local bid/price is within 1% or less of the lowest non-local bid.

**SCHEDULE FOR AWARD**

Issue RFP .....September 5, 2024

Proposal Due Date .....October 3, 2024 (2:00 PM EST)

City Commission Consideration and Award of Bids.....October 22, 2024

Contract Work Period .....October 28, 2024 – May 1, 2025

## **INSURANCE REQUIREMENTS**

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.