



City of Kentwood, Michigan Request for Qualifications

Project No.: 19-004-449
Project Name: Energy Consulting Services
Various Facilities - City of Kentwood
Date: October 26, 2018
Submittals Due: Monday, November 19, 2018 at 2:00 PM (EST)

**Energy Consulting Services
Various Facilities – City of Kentwood**

IMPORTANT: All firms intending to submit qualifications must keep informed of any addenda for this Request for Qualifications (the “RFQ”). IT IS THE FIRM’S RESPONSIBILITY TO DO SO. Any RFQ addenda, or related information, will be faxed or emailed to firms who complete and submit to the City of Kentwood’s Purchasing Services the FIRM’S CONTACT INFORMATION attachment on page 9 of this RFQ.

The City of Kentwood (the “City”) issues this RFQ to invite your firm’s participation in a process to pre-qualify consultants (the “Firms”) to provide energy consulting services (the “Services”) to the City. It is the City’s intention to then solicit priced proposals from the pre-qualified Firms, leading to a contract with one or more Firms (the “Consultant(s)”).

The Firms pre-qualified as a result of this RFQ shall provide the requested Services in accordance with the terms and conditions which follow and the terms of any Requests for Proposals (RFP) or Requests for Bids (RFB) that may result from this process.

BACKGROUND:

The City owns and maintains several facilities that house its employees, materials and equipment, and that support services the City offers to its residents, businesses and partners. The City strives to operate these facilities in an efficient manner. Accordingly, the City desires to identify opportunities to reduce energy consumption at its facilities and to investigate alternative energy sources that may be available.

SCOPE OF SERVICES:

The City is requesting qualifications from your firm related to energy consulting services for several types of energy management activities including, but not limited to:

- 1. Facility Energy Audits.** The City has compiled data on the energy use (electric and natural gas) at its facilities and desires to investigate each facility further (individually and together) to identify ways to reduce energy use. The City expects any audit Services will comply with ASHRAE standards, and has identified ASHRAE Level 2 audits as the targeted level of study its facilities may benefit from at this time. Execution of any audit Services would be at the final recommendation of the Consultant(s).



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The report generated by the audit Services is expected to include, but not be limited to, recommendations regarding commissioning and re-commissioning practices, energy modeling and optimization, incentive coordination, energy and water management, life cycle cost analyses, energy policies, and operational procedures.

- 2. Feasibility Studies.** The City owns a closed landfill (Kentwood Landfill) currently in the remediation phase of a Record of Decision signed by the City, the Kent County Department of Public Works (KCDPW) and the Environmental Protection Agency (EPA) - which has designated its authority over the site to the Michigan Department of Environmental Quality (MDEQ). The City is considering a gas-fired generator or turbine, as well as a solar photovoltaic (PV) facility. While preliminary estimates have been discussed at length, the City desires that an experienced energy consultant advise whether these projects are feasible and economically viable.
- 3. Owner's Representative Services.** Upon identification of energy conservation measures (ECMs), capital energy projects and other opportunities, the City anticipates hiring Consultant(s) to act as the City's representative during capital projects. This includes, but is not limited to, reviewing designs and contracts provided by contractors, making recommendations to improve the outcome and/or reduce the cost of a capital project, confirming contractor compliance with contract documents and goals, and generally providing expertise to the City on energy matters to ensure successful outcomes. The Owner's Representative Services component of a subsequent RFP would necessarily eliminate a contracted Consultant from being considered for any capital projects that may result from this RFQ or another subsequent RFP.

NOTE: A firm may submit qualifications for any or all of the above categories without prejudice.

ADDITIONAL INFORMATION:

The City offers the following information to assist firms in submitting relevant qualifications.

- Detailed information on each facility will be provided as part of an RFP.
- The Kentwood Landfill encompasses about 35 acres near the City municipal campus, although grades and environmental considerations may limit the size of an energy facility. The landfill has a leachate collection system and treatment facility, as well as two methane collection and flare systems. Based on information provided by the KCDPW, which manages the existing landfill facilities, one gas flare is generating 80 standard cubic feet per minute (scfm) at 31.5% methane and another is producing 15 scfm at 37.2% methane. The amount of methane being produced is above that expected by standard models, therefore the City anticipates an RFP could include a field investigation component to develop a more accurate gas projection.
- The City has approximately 10 years of energy usage data (electric and gas) housed in the EPA's Energy Star Portfolio Manager. The data is based on meter readings as



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shown on utility bills. Some facilities are co-metered, with individual facility data based on a combination of sub-metering data and square footage-based estimates.

- The City owns and maintains the following buildings/facilities, totaling 298,290 conditioned ft². Plans will be available for each facility if and when an RFP is issued.

Facility Name	Address	Conditioned ft ²	Year Built
Public Works	5068 Breton Ave SE	53,380 ^(A)	2003
Library	4950 Breton Ave SE	45,244	2010
City Hall	4900 Breton Ave SE	29,029	2004 ^(B)
Justice Center	4740 Walma Ave SE	57,849	2001
Fire Station 1	4775 Walma Ave SE	19,079	1992 ^(C)
Fire Station 2	4151 Embassy Dr SE	11,546	2001
Fire Station 3	5340 Eastern Ave SE	11,753	2001
Parks & Recreation	355 48 th Street SE	12,561	1983 ^(D)

^(A) Public Works also has a “cold storage” building of 8,060 ft² that is lit but unconditioned.
^(B) City Hall was built in 1977 but renovated in 2004 to the point of being considered “new.”
^(C) Fire Station 1 received significant HVAC upgrades in 2015.
^(D) Parks & Recreation received significant HVAC and lighting upgrades in 2018.

REQUEST FOR QUALIFICATIONS:

Qualifications submitted by firms shall include, as a minimum, the following information:

1. Resumes of all key personnel that will be providing the Services including, but not limited to:
 - The Primary Contact (see **Item 1.** on page 4)
 - Project Leader(s) (see **Item 5.a.** on page 5)
 - Project and Design Engineer(s)
2. A representative list of previous projects demonstrating experience with a wide variety of energy consulting, including specific experience providing the Services as described above.
3. Client references (with email and phone contact information), including identification of specific projects or services and the firm’s key personnel involved.
4. If any services will be sub-contracted to a separate, independent firm, include the above items for each sub-consultant.



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5. Acknowledgement that, if pre-qualified, the Primary Contact provided to the City during the term of the contract (the “Term”) will not change without prior notification to City staff.

TERMS AND CONDITIONS OF THE SERVICES:

In the event that the City issues a subsequent solicitation to pre-qualified firms selected as part of this RFQ process, and a contract (the “Contract”) is awarded, the following terms and conditions shall apply:

1. **Primary Contact:** Firms shall designate a primary contact (the “Primary Contact”) who will act as the City’s main point of contact and will be expected to provide direction and authority to Firm’s personnel and to coordinate any and all subcontracted services (for example, the scheduling of field testing).
2. **Professional Engineering Standards:** Contracted Firms (Consultants) will be expected to apply professional engineering standards on all aspects of the Services. Consultants shall be responsible for performing all reasonable and customary actions, including conventions of the trade, which are required to accomplish the Services in accordance with the Contract Documents.

Consultant(s) are expected to notify the City of any unusual or unexpected circumstances encountered, discovered or identified during the course of Services including, but not limited to, potential hazards, public health or safety concerns, deteriorated structures, or other infrastructure in need of repair or replacement.

3. **Fees and Extra Costs:** The City intends to issue an RFP to the Firms to define an anticipated scope of work to accomplish the necessary Services. At that time, Firms will be expected to submit a breakdown of services, including tasks, hours, hourly rates, and unit costs including an associated not-to-exceed fee to cover the Services. This fee is expected to include all costs necessary to complete the described scope of work. Upon recommendation to, and award by, the City Commission, the City will issue a Contract.

Should a change in scope create extra costs, the costs must be approved by the City before any of the additional Services will be authorized or paid. The City will provide authorization of said additional costs by issuance of a change order (the “Change Order”) signed by a representative of Purchasing Services and by the City’s Project Manager. The City reserves the right to increase, decrease or extend a scope of services.

4. **Fair Treatment:** The City is aware that any project has some unknowns that cannot be reasonably anticipated. Where it is anticipated that an increase in fees will be incurred as a result of these unknowns, a Consultant will be treated fairly on such items.
5. **Expected Working Relationships:** While the Primary Contact will remain the City’s main point of contact throughout the Term, an individual project may lend itself to the establishment of different day to day contacts more familiar with the type and scope of work specific to that project. In such cases,



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- a. The Consultant will establish an in-house contact (the “Project Leader”) for each project. The City expects the Project Leader to be readily available to City staff.
- b. The Project Leader will be responsible for providing direction and authority to the Consultant’s personnel, and will have authority over coordination of all sub-contracted services.
- c. The Consultant will not change the Project Leader during an individual project without the approval of the City’s Project Manager.

6. **Performance Requirements:** Consultants will perform all Services that may result from this RFQ, and any subsequent RFP, in a timely and professional manner, using the customary level of care suitable for the services performed and in compliance with all applicable laws, rules and regulations. All Services performed as a result of this RFQ, or any subsequent RFP, are subject to the City’s continuing rights of review, inspection, and approval.
7. **Insurance:** Consultant shall maintain insurance in effect throughout the Services as required in the City’s “**Statement of Insurance Requirements for Vendors, Engineers, Contractors, Consultants, and Other Entities**” which follows this RFP (pages 1-3), with the City as an Additional Named Insured.
8. **Assignment:** A Firm shall not assign, sublet, or transfer any interest (such as a pre-qualified status) without the prior written consent of the City.

SELECTION BASIS & PROCEDURE:

I. BASIS

- A. The City will neither accept nor consider qualifications from firms that do not demonstrate a previous satisfactory history in relevant work of a similar scope and nature.
- B. The City will have the sole right to determine a firm’s conformance using the following 100 point scale:
 1. Qualifications and previous experience of the firm (25 Points)
 2. Qualifications and previous experience of the firm’s submitted Primary Contact, Project Leader(s), and Project and Design Engineers (45 Points)
 3. Qualifications and previous experience of the firm’s field, testing and laboratory staff as applicable (10 Points)
 4. Testimonials provided to the City by the references included in the submittal and by other references as may be known and available to the City (10 Points)
 5. Local availability of the firm and its subcontracted firm(s) (5 Points)
 6. Staffing capacity to respond to a wide range of individual project scopes, including adequate back-up staff (5 Points)



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- In the case of a firm providing subcontracted services in any category, the qualifications and previous experience of that subcontracted firm will be substituted for the submitting firm in the appropriate category listed above.
- If an oral interview takes place between the City and a firm, the overall scale for that firm will be increased by 10 points (to 110 possible points), and those 10 extra points will be assigned based on the City’s interpretation of that interview. All scores will be normalized to 100 for comparison purposes.
- Firms invited to interview may be asked for a sample audit report (as applicable to offered services), including example recommendations, for a facility of similar character to one or more of the City’s facilities. Client-specific and sensitive information may be redacted as needed.

II. PROCEDURE

- A. A selection committee will be composed of three to five City staff members who will independently and collectively evaluate all submittals.
- B. Oral interviews with key personnel of some prospective firms may be requested.
- C. Proposals will be evaluated on a number of factors, with particular emphasis placed on those items listed under “Basis”, above.
- D. No consideration will be given to submittal size, nor to photographs, binding methods, paper type or marketing materials, nor to narrative not specifically solicited. Prospective firms are encouraged to submit only those materials that contribute directly to the demonstration of a firm’s relevant qualifications. This does not relieve a firm of the responsibility to provide a legible and coherent submittal. **Submittals shall be limited to 50 page faces total (25 pages double sided) excluding covers or binders.**
- E. The City reserves the right, at its sole discretion, to determine a prospective firm’s financial ability to perform the proposed Services, prior to selection of Firm(s).
- F. The City reserves the right to award Services as deemed to be in the City’s best interest.

TERMS AND CONDITIONS OF THE REQUEST FOR QUALIFICATIONS:

1. Submittals must reach the City’s offices not later than **2:00 PM (EST) on Monday, November 19, 2018**. Qualifications received after this time will not be considered and will be returned. This is not a sealed proposal or a public opening. Qualifications shall be submitted in **triplicate** to:

**Carla Kane, Buyer
City of Kentwood**

Mailing Address:

Delivery Address:



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P.O. Box 8848
Kentwood, MI 49518-8848

4900 Breton Ave. S.E.
Kentwood, MI 49508

NOTE: Expedited packages *cannot* be sent to the City's PO Box. They must be mailed to the street address.

2. The City reserves the right to accept or reject any submittal, or to reject all submittals, to waive any formalities, to elect not to make any selections as a result of this RFQ, to re-advertise solicitation for the services, to modify or cancel in part or in its entirety this RFQ, and/or to award any pre-qualification status in any manner deemed to be in the best interests of the City.
3. Prospective firms are hereby notified that their submittal, once opened, becomes a public document that is the property of the City of Kentwood and, as such, may be subject to public disclosure under the Freedom of Information Act.
4. Submission of qualifications will be construed as a conclusive presumption that the firm is thoroughly familiar with the requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.
5. Submitters shall provide the City with evidence of insurance coverage (as specified in **Item 7.** on page 5 of this RFQ).
6. Submittals shall include the **Submittal Form** (page 8 of this RFQ).
7. In addition to the hard copy submittals to the office, firms shall email a PDF version of their qualifications submittal to Carla Kane at kanec@kentwood.us.
8. For further information or questions, please contact **Carla Kane, Buyer, City of Kentwood, at (616) 554-0772**, via facsimile at (616) 656-5288, or via Email at kanec@kentwood.us.

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SUBMITTAL FORM

REQUEST FOR QUALIFICATIONS

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I/we hereby submit our firm's qualifications for Energy Consulting Services for various facilities in the City of Kentwood in accordance with the terms, conditions, and specifications of City of Kentwood Request for Qualifications No. 19-004-449, dated October 26, 2018, as follows:

Check all Service categories in which your qualifications are intended to show competence:

- Facility Energy Audits and Related Services, as described on Page 1 of this RFQ
- Feasibility Studies of solar (PV) and methane-based energy generating facilities
- Owners Representative Services for future energy-related capital expenditures

Proposed Subcontracted Firms:

Intended to Provide These Services:

Submitted by (*please print or type*):

Firm: _____

Address: _____

Telephone: _____ Facsimile: _____

Email Address: _____

Signed by: _____

Printed Name of Individual

Its: _____

Title

Signature Date: _____



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Firm's Contact Information

Name of Submitting Organization: _____

Contact Information: During the RFQ process, please contact the following individual(s):

Primary Contact

Alternate Contact

Name: _____

Name: _____

Title _____

Title: _____

Address: _____

Address: _____

Office Phone: _____

Office Phone: _____

Fax: _____

Fax: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

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**City of Kentwood, Michigan – Statement of Insurance Requirements
for Vendors, Engineers, Contractors, Consultants, and Other Entities**

Effective February 1, 2009

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Notice. For purposes of this document, the term “Vendor” is used throughout. Whenever this document shall be incorporated by reference as a contract document within a contractual relationship established by the City of Kentwood, “Vendor” as used in this document shall be interpreted to mean the term (e.g., “Vendor”, “Engineer”, “Contractor”, “Consultant”, etc.) used within that contractual document to refer to the person or entity providing goods or services to the City of Kentwood (hereinafter, the “City”) as a result of that contract document.

Section A. Required Insurance Coverage.

1. **Automobile Insurance.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, Michigan “no-fault” coverage and residual comprehensive motor vehicle liability insurance. This insurance shall protect Vendor and the City against all claims for personal and bodily injuries to members of the public and damage to property of others arising from the ownership, maintenance, loading or unloading, or use of any motor vehicles, including owned, non-owned, and hired vehicles.

The liability limits shall not be less than:

- (a) Michigan Automobile Insurance Reparation Benefits (No-Fault) – statutory limits to apply;
 - (b) Five Hundred Thousand Dollars (\$500,000.00) per person/One Million Dollars (\$1,000,000.00) per accident bodily injury; and
 - (c) Five Hundred Thousand Dollars (\$500,000.00) per occurrence property damage; or
 - (d) A combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.
2. **Workers’ Compensation.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, workers’ compensation insurance meeting Michigan statutory requirements and employer’s liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident or disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease.
 3. **Comprehensive (Commercial) General Liability.** Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, comprehensive general liability insurance, written in comprehensive occurrence form and protecting Vendor and the City against all claims for personal and bodily injuries to members of the public, damage to City premises and equipment, property of others, and products and completed operations arising from any act or omission of Vendor, its officers, employees, agents, and representatives.

The liability limits shall not be less than:

- (a) One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) general aggregate;

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Effective February 1, 2009

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- (b) Two Million Dollars (\$2,000,000.00) aggregate for products and completed operations; and
 - (c) One Million Dollars (\$1,000,000.00) for personal and advertising injury.
4. **Professional Liability.** To the extent that services provided to the City include professional services (e.g., architectural, engineering, or the like), Vendor shall, at its sole expense, obtain and maintain in effect, during the term of any contract with the City, insurance covering acts, errors, or omissions of a professional nature committed or alleged to have been committed by Vendor and/or any subcontractor as a part of its performance under its contract with the City. Coverage shall be effective upon the date of Vendor's contract with the City and shall remain effective for a period of not less than three years after the date of final payment hereunder, and shall include all prior acts related to Vendor's performance of services for or on behalf of the City. Insurance thus provided shall provide coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate.

Section B: Notice of Claims.

1. **Notice of Claims.** Vendor and the City shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim against either of them, and shall cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to any contract between Vendor and the City.

Section C: General Insurance Requirements.

Each insurance policy required by the terms of this Statement of Insurance Requirements shall comply with the provisions of this Section.

1. It shall be the responsibility of Vendor to maintain adequate insurance coverage at all times, regardless of the City's acceptance of Vendor's insurance. Failure of Vendor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
2. Each insurance policy required by the terms of Sections A.1. and A.3. of this Statement of Insurance Requirements shall name the "City of Kentwood, a municipal corporation of the state of Michigan and all associated, affiliated, allied and subsidiary entities of City, now existing or hereafter created, and their respective officers, boards, commissions, councils, employees, agents and vendors, as their respective interests may appear" as additional insureds (herein referred to as the "Additional Insureds") providing coverage for the Additional Insureds to the same extent as provided to Vendor. Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, substantially as follows: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

In addition, each insurance policy shall include a severability of interest endorsement covering all named insureds individually and collectively.

**City of Kentwood, Michigan – Statement of Insurance Requirements
for Vendors, Engineers, Contractors, Consultants, and Other Entities**

Effective February 1, 2009

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3. Vendor shall file with the City certificates of insurance, subject to the approval of the City Attorney. Each certificate shall state that thirty (30) days' advance written notice will be given to the City before any material modification, cancellation, or expiration of any policy covered thereby, including without limit cancellation for failure to pay premiums. Notice of policy material modification, cancellation, or expiration to the City shall be made by certified mail to:

City of Kentwood, Michigan
Purchasing Department
4900 Breton Avenue
Kentwood, Michigan 49508

The City may require Vendor to file with the City certified copies of the insurance policies required hereunder. All certificates shall list any exclusions which are non-standard within the industry as they appear on the policy.

4. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the state of Michigan or surplus line carriers listed in the State of Michigan Insurance Commissioner's approved list of surplus lines companies qualified to do business in the state of Michigan. All insurance carriers and surplus line carriers shall be rated "A" or better by A.M. Best Company.
5. As between City and/or Additional Insureds and Vendor, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by Vendor pursuant to this Contract shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to City and/or Additional Insureds on any given claim or matter. The term "policy of insurance" as applied to City/Additional Insureds shall include any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of, City/Additional Insureds, from any source, and includes any self-insured retention or deductible by, for or on behalf of City/Additional Insureds.

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