



Commissioner Chris Trubac Barbara Andersen  
Nichole Biber  
Fred Cowles  
Sarah Mullkoff  
Joel Murr  
Andrew Nowicki  
Matthew Lincoln

THE ENVIRONMENTAL AFFAIRS COMMISSION WILL MEET ON WEDNESDAY, OCTOBER 27, 2021  
AT 6:00 PM IN CONFERENCE ROOM D & E OF THE HUMAN SERVICES, 5303 S. CEDAR, LANSING.

### Agenda

Call to Order  
Approval of Draft Minutes  
Additions to the Agenda Limited Public  
Comment

1. Presentation on LEED
2. Parking Lot Solar Update
3. Energy/Greenhouse Gas Audit RFP

Announcements  
Public Comment  
Adjournment

ENVIRONMENTAL AFFAIRS COMMISSION

September 29, 2021

Draft Minutes

Members Present: Trubac, Anderson, Biber, Cowles, Mulkoff, Murr, Nowicki

Members Absent: None

Others Present: Matt Lincoln, Jared Cypher, Rick Terrill, Jim Hudgins

The meeting was called to order by Commissioner Trubac at 6:05 p.m. in Conference Room D/E of the Human Services Building, 5303 S. Cedar Street, Lansing Michigan.

Additions to the Agenda

None.

Limited Public Comment

None.

Members of the Commission and County Staff introduced themselves.

1. Selection of Officers

a. Chairperson

MOVED BY MULKOFF, SUPPORTED BY NOWICKI TO APPOINT COMMISSIONER TRUBAC AS CHAIRPERSON OF THE ENVIRONMENTAL AFFAIRS COMMISSION.

THE MOTION CARRIED UNANIMOUSLY

b. Vice-Chairperson

MOVED BY MURR, SUPPORTED BY MULKOFF TO APPOINT FRED COWLES AS VICE-CHAIRPERSON OF THE ENVIRONMENTAL AFFAIRS COMMISSION.

THE MOTION CARRIED UNANIMOUSLY

c. Secretary

MOVED BY COWLES, SUPPORTED BY BIBER TO APPOINT ANDREW NOWICKI AS SECRETARY OF THE ENVIRONMENTAL AFFAIRS COMMISSION.

THE MOTION CARRIED UNANIMOUSLY

2. Set Meeting Dates and Times

Discussion. The consensus of the Commission was to set the next meeting for Thursday, October 21, 2021 at 6:00 pm.

3. Overview of Environmental Affairs Commission

Chairperson Trubac gave an overview of Resolution #21-195 which re-established the Environmental Affairs Commission and Resolution #21-210 which declared Ingham County's commitment to climate justice.

Discussion.

Chairperson Trubac asked that if a member of the Commission has information to share, to please share it through Deputy Controller Cypher.

#### Discussion

The Commission directed staff to provide them with a membership list and information on how to contact one another, so that information can be shared.

Discussion.

#### 4. Draft of Energy Audit RFP (Discussion)

Deputy Controller Cypher provided an overview of the draft RFP.

Purchasing Director Hudgins then discussed the RFP process and timeline for final review and approvals.

Discussion about the scope of the project ensued.

Deputy Controller Cypher asked for proposed edits to the RFP to be submitted to him within one week of the next scheduled meeting, so they can be included in the Commission's agenda packet.

Discussion ensued about the budget for the project.

#### Announcements

None.

#### Public Comment

None.

#### Adjournment

The meeting was adjourned by Chairperson Trubac at 7:39pm.

# County of Ingham

## Request for Proposals (RFP) Packet #32-21



### Energy Audit Services

**Proposals Due:  
February , 2021 at 11:00 A.M.**

**Proposals are to be submitted by email to:  
[packetresponse@ingham.org](mailto:packetresponse@ingham.org)**

## **1.0 PURPOSE**

Ingham County solicits proposals from qualified and experienced vendors to conduct a countywide energy audit on seven ~~(7)~~ (3) of its facilities in order to implement green building practices, pollution prevention strategies, and to reduce the overall environmental impact of building operations and groundskeeping practices.

## **2.0 OWNER**

County of Ingham  
121 Maple St.  
Mason, Michigan 48854

## **3.0 SUBMISSION REQUIREMENTS**

### **3.1 Registering as a Vendor with Ingham County**

Proposers who have not registered their company with Ingham County are requested to do so by visiting <https://apps.ingham.org/vendorreg/> or by emailing Vendor Registration at [vendreg@ingham.org](mailto:vendreg@ingham.org) for assistance.

Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment / Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

### **3.2 Pre-opening Inquires and Response**

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP and attachments must be requested to the Ingham County Purchasing Department, attention James C. Hudgins, Jr. at [questions@ingham.org](mailto:questions@ingham.org).

*Please do not call the office to ask questions or leave messages as we are working remotely; rather, send an email as directed to receive a prompt reply.*

- The deadline for submitting final questions is no later than 3:00 P.M. on February , 2021.
- In the subject line of the email, reference packet number #32-21 Energy Audit Services.

### **3.3 Due Date, Time & Location**

The Ingham County Purchasing Department is not holding in-person proposal/bid openings until further information on COVID-19 is available; and, in order to protect the overall public health of citizens, families, and employees.

#### Due Date/Time:

Proposals will be received no later than 11:00 A.M., local time prevailing (EST), on February , 2021, at which time they will be opened.

- Proposals received other than at [packetresponse@ingham.org](mailto:packetresponse@ingham.org); or, at other locations or delivered after the due date and time will not be accepted.

#### Location:

Proposers are required to submit an electronic version of their proposal by the due date and time set above to [packetresponse@ingham.org](mailto:packetresponse@ingham.org).

- In the subject line of your email include:  
“Packet #32-21” / “your firm’s name” / “Energy Audit Services” / “-Proposal”
- Do not send proposals by way of express carrier (ex. UPS/FedEx) or USPS because the county offices may not be accessible. The Purchasing Department staff cannot guarantee from day-to-day if there will be access to the purchasing office.
- If you have a problem emailing the electronic version of your proposal you may upload your proposal by contacting Julie Buckmaster at [jbuckmaster@ingham.org](mailto:jbuckmaster@ingham.org).
  - The purchasing department cannot accept proposals in Zip files and/or any format that requires a download or clicking on a hyperlink.

#### Bid Opening:

Bid openings are posted to the public “Bid Archives 2020”, in a reasonable amount of time. Typically posted within 2-3 workdays, link: <http://pu.ingham.org/Home/BidArchives/2020ARCHIVE.aspx>

### **3.4 Submission of Proposals**

Proposers shall complete and include with their submittals the following enclosed items:

- ✓ Local Purchasing Preference Form
- ✓ Cost Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ Standards of Conduct for Ingham County Vendors Form (2 pages)
- ✓ Compliance with Ingham County Purchasing Policy Form
- ✓ Signature Form
- ✓ The Statistical Questionnaire is strictly optional.

### **3.5 Timely Submittals**

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the proposers for ensuring that their proposals are time stamped by the Purchasing Department. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the proposer. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

### **3.6 Deliveries**

Should you decide to utilize an express delivery service, please note that the Ingham County Purchasing Department/Hilliard Building is located near the intersection of Maple Street and Jefferson Street within the City of Mason.

### **3.7 Preparation of Proposal**

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, design, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal.

### **3.8 Proposal Process**

Proposals, which do not completely address all the solicitation requirements, will be considered non-responsive and may be excluded from consideration. Any exceptions shall be duly noted in the submittal.

### **3.9 Authority to Bind Firm in Contract**

Proposer shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Sheet.

### **3.10 No Submittal**

If you desire not to respond to this RFP, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” via an email to [jhudgins@ingham.org](mailto:jhudgins@ingham.org). Please also state the reason for not submitting a proposal. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity. **In the subject line of the email reference the packet number and title of this RFP.**

### **3.11 Special Accommodations**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

## **4.0 GENERAL INFORMATION**

### **4.1 Conflict of Interest**

By submitting a proposal, the Proposer certifies that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer/Contractor shall immediately disclose in writing the conflict of interest to the County. The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor.

### **4.2 Local Purchasing Preference Policy**

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amended its purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In 2017, the BOC amended the LPPP in the event of two or more registered local vendors:

When there are two registered local vendors (RLVs) bidding on a County contract and when the low bidder is utilizing non-local subcontractors for more than fifty percent (50%) of the contract work, then the non-low RLV who is within ten percent (10%) of the lowest RLV's bid and who is also utilizing non-local subcontractors for less than fifty percent (50%) for the contract, shall be given an opportunity to reduce its cost to match the low RLV's bid, and in doing so, shall be recommended for the award of the contract.

In the event that there are multiple RLVs who are within ten percent (10%) of the lowest RLV who is using more than fifty percent (50%) of non-local vendors for the contract, the RLV who is utilizing the largest percentage of local subcontractors shall be given an opportunity to reduce its cost to match the low RLV's bid, and in doing so, be recommended for award of the contract; provided, however, that the percentage of non-local subcontractors utilized does not exceed fifty percent (50%); in the event that all non-low RLVs are using the same percentage of local subcontractors, the Purchasing Director shall toss a coin to determine the recommended bidder for contract award.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County and pays Ingham County taxes. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Form at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at <http://pu.ingham.org/Home/Policies.aspx>

#### **4.3 Advice of Omission or Misstatement**

In the event it is evident to a proposer responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) of such omission or misstatement. **In the subject line of the email reference the packet number #32-21 – Energy Audit Services.**

#### **4.4 Notification of Withdrawal of Proposal**

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. No proposer may withdraw a proposal after the opening for a minimum period of 90 days.

#### **4.5 Rights to Pertinent Materials**

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposers that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.



#### **4.6 Firm Pricing for County Acceptance**

The proposal price must be firm for County acceptance for ninety (90) days from the proposal opening date, unless the proposer specifically notes otherwise.

#### **4.7 Cost of Preparation**

The County will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers.

#### **4.8 Standard Forms**

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

#### **4.9 Addendum**

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. It is the responsibility of the proposer to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding.

#### **4.10 Workplace Diversity**

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

- a) White persons – 76.2%
- b) Black or African American persons – 11.8%
- c) American Indian and Alaska Native persons - 0.6%
- d) Asian persons – 5.2%
- e) Native Hawaiian and other Pacific Islander - 0.1%
- f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT." Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

#### **4.11 Prime Contractor Responsibilities**

The Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Furthermore, Ingham County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges

resulting from the contract.

#### **4.12 Independent Price Determination (Non-Collusion)**

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

- The prices of 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 offer or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,
- The price quoted is not higher than that given to the general public for the same service.

#### **4.13 Exceptions**

Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

## **5.0 CONTRACTUAL TERMS AND CONDITONS**

### **5.1 Nondiscrimination Clause**

The Proposer who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

Proposers shall disclose with their proposals any conclusive findings of violations of federal, state, or local equal opportunity statues, ordinances, rules, regulations, or policies within the past three (3) years.

### **5.2 Indemnification and Hold Harmless**

The Proposer who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

### **5.3 Contractor Insurance Requirements**

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County of Ingham and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

- b) Commercial General Liability Insurance: The Contractor 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 \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage’s, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Professional Liability/Errors and Omissions Insurance: The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is Claims Made Form, then the Contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of three (3) years after the termination of this contract.
- e) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be “Additional Insured’s: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insured’s, and not contributing with any other insurance or similar protection available to the Additional Insured’s, whether other available coverage is primary, contributing or excess.” The appropriate boxes must be check under the “Addl Insr” heading on the Certificate of Insurance.
- f) Cancellation Notice: All insurances described above shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854.”
- g) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor’s policy.

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

#### **5.4 Applicable Law and Venue**

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

#### **5.5 Compliance with the Law**

Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

## **5.6 Living Wage Requirement**

Ingham County policy requires vendors contracting with the County primarily to perform services to pay their employees a living wage if the following two (2) conditions apply:

- a) The total expenditure of the contract or the total value of all contracts the vendor has with the County exceeds \$50,000 in a twelve-month calendar; and,
- b) The vendor employs five (5) or more employees.

In Ingham County, living wage is defined as an hourly wage rate which is equivalent to 125% of the federal poverty level for a family of four. For 2021, the living wage is \$16.56 per hour and is subject to change annually. Twenty percent (20%) of the living wage costs paid by the employer can be for an employee's health care benefits. This wage rate applies to part and full-time employees who work on County contracts. See <http://pu.ingham.org/Home/TermsConditions/LivingWage.aspx> for more information.

## **5.7 Independent Contractor**

The Proposer who is selected as the Contractor shall be an independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

## **5.8 Compliance With The Law And License Requirements**

The Contractor shall render the services required by this agreement in complete compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations. The Contractor and its employees shall meet all Federal, State and Local license and authorization requirements for this type of service which it is required to provide under this agreement. Failure by the Contractor to obtain and/or maintain any required license and authorization shall result in the immediate and automatic termination of this agreement. The failure on any of the Contractor's employees to obtain and/or maintain any required license or authorization for the services which they are responsible for providing shall bar such person from providing services under this agreement until the required license of authorization has been obtained.

## **6.0 EVALUATION, AWARD & TIMELINE**

### **6.1 Award of Contract**

Award shall be made to the most responsible and responsive proposer whose proposal is determined to be the most advantageous to the County provided that the proposal has been submitted in accordance with the terms and conditions of the RFP.

### **6.2 Basis for Award**

Information and/or factors gathered during interviews, negotiations and any reference checks and any other

information or factors deemed relevant by the County shall be utilized in the final award.

### **6.3 Right of Rejection**

The County reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or to negotiate separately the terms and conditions of all or any part of the proposals as determined to be in the County's best interests at its sole discretion even though not the lowest cost.

### **6.4 Contract Commencement**

The contract term is expected to begin May 1, 2021.

### **6.5 Contract Approval**

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation.

### **6.6 Contract Development & Preparations**

1. Ingham County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.
2. By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County retains the right not to make any subsequent award.
3. Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The County has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.
4. The County will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful proposer.
5. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.
6. The successful proposal shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.

### **6.7 Notification of Award**

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified by the department managing the contract; as well as, posted on the Purchasing Department's webpage at <http://pu.ingham.org/Home/BidArchives.aspx>.

### **6.8 Contract Execution**

**The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County.** A valid and enforceable contract exists when an

agreement is fully executed between the parties.

***The successful proposer will perform all the services indicated in the RFP and in the negotiated contract. The successful proposer shall within ten (10) days of commencement of work under contract furnish the required insurance.***

- ***The Certificate of Insurance, as required shall be delivered to the Ingham County Purchasing Department by email to [packetresponse@ingham.org](mailto:packetresponse@ingham.org), include “Packet #32-21 – Energy Audit” in the subject of the email and to the Ingham County Parks Department to [rterill@ingham.org](mailto:rterill@ingham.org).***

#### **6.9 Escalation Clause (for multi-year service contracts)**

- The Ingham County Board of Commissioners (Board) recognizes the current difficult economic conditions and the subsequent minimal cost of living increases for County employees. As such, Contractors should fully understand that proposed contracts with cost increases greater than 1% will receive extra scrutiny from the Board and may be rejected and rebid.
- Price adjustments may be requested pursuant to the terms of the contract; however, the Contractor must notify the County within ninety (90) days prior to the current term’s expiration date.
- Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower. For purposes of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.

#### **7.0 PRICES**

Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall be inclusive of all costs involved with the services contained in this RFP.

Prices quoted should show a not-to-exceed price for grants and parks as outlined on the attached Cost Form.

#### **8.0 INVOICING**

1. The Contractor shall invoice the Ingham County Facilities Department, attention Director, unless otherwise advised, upon satisfactory receipt of an itemized invoice detailing at a minimum services rendered, dates of services, hourly rates, invoice number, and remit to address.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of services.
3. The County shall notify the Contractor of any adjustments required to invoice.



4. Invoices shall only be issued by the Contractor who is awarded a contract.
5. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the agreement.

**9.0 SCOPE OF SERVICES**

**9.1 Overview**

The Contractor will conduct an energy audit on seven ~~(7)~~ (3) facilities, including, but not limited to, heating, ventilating and air conditioning (HVAC) equipment, energy management and controls systems, lighting, domestic hot water, building envelope, water usage, and other ~~energy~~ systems. The results of the audit will allow the County to implement green building practices, pollution prevention strategies, and to reduce the overall environmental impact of County building operations. The Contractor shall utilize the USGBC’s Arc Technology platform to establish a Performance Score for each building. *The Arc platform focuses on the performance of buildings for Energy, Water, Waste, Transportation, and Human Experience to help the County achieve its sustainability goals. It helps collect, manage, and benchmark data to improve sustainability performance.*

The County requests that all proposers provide a total cost by location to perform American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Level II as well as ASHRAE Level III audits and prepare energy efficiency recommendations for each site.

The final energy audit evaluation(s) presented should, where possible, identify and distinguish the contributing energy demand loads among existing equipment and systems in a manner clearly indicating the proportionate usage among each as a share of the facility as a whole. Audits should detail alternatives for optimizing use of existing systems where possible.

The final energy improvement recommendations should range in scope and cost, from basic retrofits to more involved and innovative measures that would significantly reduce the buildings ~~energy consumption~~ *environmental impact*. Each recommendation should clearly outline predicted energy savings as well as the cost to implement a given action and the predicted payback period for each energy measure. The recommendations should also include federal, state, and Consumers Energy and Lansing Board of Water and Light rebates and incentives the County could use in implementing the energy conservation measure.

*Importantly, energy improvement recommendations that emerge from this work should not be tied to any specific brand or vendor, but instead leave the County open to compare options during implementation.*

The County is very interested in working with a vendor that has demonstrated experience providing comprehensive energy audits with the types of municipal buildings identified and experience clearly articulating specific energy efficiency opportunities to municipal employees in a way that allows the employees, or another entity, to complete the improvements. In addition, qualified vendors should have a deep understanding of the cost and investment paybacks for different types of energy efficiency improvements and a deep knowledge of federal, state, and Consumers Energy and Lansing Board of Water and Light-specific rebates available to the County.

**9.2 Facilities**

The following seven ~~(7)~~ (3) facilities will need an energy audit:

Facility	Address	Square	Construction	Facility	Number of	# of
----------	---------	--------	--------------	----------	-----------	------

		Feet	Date*	Function	Employees*	Floors
Mason Courthouse	341 S. Jefferson St., Mason, MI 48854	39,713	1901; remodeled in 2001	Historic courthouse, office	30	3
Hilliard Building	121 E. Maple St., Mason, MI 48854	45,000	1992	Commercial office	45	4
Human Services Building	5303 S. Cedar St., Lansing, MI 48911	195,000	1984; remodeled in 1997	Medical, office	383	2
Veterans Memorial Courthouse/Grady Porter Building	303/313 W. Kalamazoo St., Lansing, MI 48933	209,140	1956; remodeled in 2001	Judicial courtrooms, office	400	4
Ingham County Family Center	1601 W. Holmes Rd. Lansing, MI 48910	47,773	1957; remodeled in 2008	School, office	26	1
Youth Center	700 E. Jolly Lansing, MI 48910	16,500	1986	Correctional, office	34	1
Forest Community Health Center	2316 S. Cedar St. Lansing, MI 48910	38,000	1956; remodeled in 2015	Health care, office	32	1

\* Estimated

### 9.3 Staffing

Provide supervision, architects, engineers, electricians, designers, drafts-people, or other personnel necessary for the preparation of drawings and design specifications required for the project. The utilization of the USGBC's Arc technology platform shall be overseen by a LEED AP with specialty in O+M (preferred) or BD+C.

### 9.4 Meetings

Hold kick-off meetings with staff from the Facilities Department and other key representatives from the County to initiate the project.

### 9.5 Preliminary Recommendations

Work directly with County staff, including the Facilities Director, to verify the viability of the proposed energy efficiency improvements. This can be done through an interim presentation to the Ingham County Board of Commissioners and/or the Facilities Department in which preliminary efficiency recommendations are shared.

### 9.6 Rebate Opportunities

Work with Consumers Energy, Lansing Board of Water and Light, the State of Michigan Energy Office,

Federal agencies, and others to understand what rebates are possible to support implementation of the proposed energy improvements.

## **9.7 Paybacks**

Draft estimated payback periods for each of the proposed energy efficiency improvements at each of the ~~seven~~ [three \(3\)](#) sites.

## **9.8 Utility Costs**

Utility costs for each facility will be provided to the awarded Contractor.

## **9.9 Major Facility Improvements**

Major improvements made to each facility over the last 10 years will be provided to the awarded Contractor.

## **9.10 Deliverables**

The Contractor will be required to provide the following deliverables:

An energy audit report for each facility including:

- Heating, ventilating and air conditioning (HVAC) equipment including humidity control;
- Energy management and controls systems;
- Lighting;
- Water usage;
- Domestic hot water;
- Building envelope including insulation;
- Other energy systems; and,
- Greenhouse gas emissions
- [The completed USGBC's Arc technology platform for each building](#)

The energy audit report must identify current conditions, improvement and efficiency opportunities, an estimated cost to implement improvement opportunities, the estimated payback periods, and suggestions on rebates or financing to formally implement the proposed recommendations.

### **9.11 Walk-through**

Host a walk through at each of the ~~seven (7)~~ **three (3)** sites to point out the energy efficiency improvement opportunities.

### **9.12 Presentation**

Make a presentation regarding the results of energy audit report to the Ingham County Board of Commissioners.

### **9.13 Contract Schedule**

The County desires this project to be undertaken as soon as an executable contract is in place, ~~which is expected to be on or before May 1, 2021~~ and the project will be completed within six (6) months of contract award. The County will work with the Contractor to establish a timeline of milestones with respect to the Contractor's proposed timeline.

## **10.0 RESPONSE FORMAT**

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled with pages numbered and separated by tabs. Include a title page and table of contents. Failure by a proposer to include all listed items may result in the rejection of its proposal.

### **Tab I – Transmittal Letter**

Provide a transmittal letter indicating your firm's understanding of the requirements of this specific job proposal. The letter must be a brief formal letter (1-2 pages) that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the firm's organization to perform the work included in the proposal must sign the letter in ink.

### **Tab II – Company Profile**

Provide a company profile describing firm and include all of the following:

1. The official name of firm;
2. Firm's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.);
3. The jurisdiction in which firm is organized and the date of such organization;
4. The address of firm's headquarters, any local office involved with the contract; and the address/location where the actual production of goods and/or services will be performed;
5. Firm's Federal Tax Identification Number;
6. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFP response, and with authorization to make representations on behalf of and to bind firm; and,
7. A representation that the firm is in good standing in the state in which its located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP.

### **Tab III – Executive Summary**

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the County. This synopsis should not exceed two (2) pages in length and should be easily understood.

### **Tab IV – Project Team Qualifications and Experiences**

Responses shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services to the County.

For each person on the list, the following information shall be included:

1. The person's relationship with firm, including job title and years of employment with firm;
2. The role that the person will play in connection with the RFP;
3. Address, telephone, fax numbers, and e-mail address;
4. The person's educational background;
5. The person's relevant experience; and,
6. Relevant awards, certificates or other achievements.

This section of the response should include no more than two pages of information for each listed person.

### **Tab V – References**

Each proposer must provide at least three (3) references of similar size and scope serviced during the past two (2) years. References must be satisfactory as deemed solely by the County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Reference information shall include:

1. Company/Agency name;
2. Contact person (name and title), contact person is to be someone directly involved with the services;
3. Email of contact person;
4. Complete street address;
5. Telephone number;
6. Type of business; and,
7. Dates of service

The County reserves the right to contact any of the references provided in order to determine proposer's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

### **Tab VI – Project Approach**

Use this section to describe in detail your approach for this project. Include a timeline and the total number of hours expected to complete this project.

### **Tab VII - Proposed Costs**

Use the attached Cost Form to itemize by facility your fees that will cover all services necessary for the complete and successful execution of this project.

The County shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal. In addition, the County shall reserve the right to accept any part or the proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the proposer.

### **Tab VIII – Identification of Anticipated and/or, Potential Project Problems**

Use this section to identify and describe any anticipated and/or potential project problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the County.

### **Tab IX – Acceptance of Conditions**

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

### **Tab X – Forms**

Use this section to include the following required forms:

- ✓ Local Purchasing Preference Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ Standards of Conduct for Ingham County Vendors Form (2 pages)
- ✓ Compliance with Ingham County Purchasing Policy
- ✓ Signature Form
- ✓ The Statistical Questionnaire is strictly optional.

Proposers should submit a current copy of their insurance certificate, and if applicable, State of Michigan business license.

### **TAB XI – Litigation**

Proposers must identify and describe any current, pending or threatened litigation against them related to their business.

### **Tab XII – Appendices**

The content of this tab is left to the proposer's discretion. However, the proposer should limit materials included here to those that will be helpful to the Evaluation Committee in understanding the services and goods to be provided for this specific contract.

**LOCAL PURCHASING PREFERENCE FORM**

(Please type or print clearly in ink only)

1. Do you desire to have your company considered a “local vendor” and therefore have your bid evaluated with the 10% local purchasing preference?      \_\_\_ Yes \_\_\_ No

If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted.

2. Complete Legal Firm Name: \_\_\_\_\_

3. Company Address: \_\_\_\_\_

4. Company Phone: (    ) \_\_\_\_\_

5. Email: \_\_\_\_\_

6. Name and title of person authorized to sign on behalf of your company:

\_\_\_\_\_

7. Signature: \_\_\_\_\_

8. Date: \_\_\_\_\_

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal are not entitled to the preference for that specific proposal.

**COST FORM (3 pages)**  
(Please Type or Print Clearly in Ink)

The proposer is responsible for making sure all costs are included that meets the needs of Ingham County.

**Mason Courthouse Cost** \$ \_\_\_\_\_

Reimbursable Expenses (list):

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

**Total Not-to-Exceed** \$ \_\_\_\_\_

**Hilliard Building Cost** \$ \_\_\_\_\_

Reimbursable Expenses (list):

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

**Total Not-to-Exceed Cost** \$ \_\_\_\_\_

**Human Services Building Cost** \$ \_\_\_\_\_

Reimbursable Expenses (list):

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

**Total Not-to-Exceed Cost** \$ \_\_\_\_\_

**Veterans Memorial Courthouse/Grady Porter Building Cost** \$ \_\_\_\_\_

Reimbursable Expenses (list):

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_



3. \_\_\_\_\_ \$ \_\_\_\_\_

**Total Not-to-Exceed Cost** \$ \_\_\_\_\_

**Ingham County Family Center Cost** \$ \_\_\_\_\_

Reimbursable Expenses (list):

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

**Total Not-to-Exceed Cost** \$ \_\_\_\_\_

**Youth Center Cost** \$ \_\_\_\_\_

Reimbursable Expenses (list):

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

**Total Not-to-Exceed Cost** \$ \_\_\_\_\_

**Forest Community Health Center Cost**

\$ \_\_\_\_\_

Reimbursable Expenses (list):

1. \_\_\_\_\_

\$ \_\_\_\_\_

2. \_\_\_\_\_

\$ \_\_\_\_\_

3. \_\_\_\_\_

\$ \_\_\_\_\_

**Total Not-to-Exceed Cost**

\$ \_\_\_\_\_

**ADDENDA FORM**

(Please Type or Print Clearly in Ink)

The following addenda have been received and acknowledged:

#1 date \_\_\_\_\_ #2 date \_\_\_\_\_ #3 date \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

Respectfully Submitted,

BY: \_\_\_\_\_  
Authorized Signature of Proposer

TITLE: \_\_\_\_\_

**LEGAL STATUS OF PROPOSER FORM**

(Please Type or Print Clearly in Ink)

(The proposal shall check and fill out the appropriate form.)

- Corporation
- Partnership
- Individual
- Limited Liability Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal Tax I.D. Number

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER FORM**

(Please Type or Print Clearly in Ink)

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name and Title) (Company Name)

Attest to the following:

(1) That I am fully informed respecting preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(2) That my Proposal is genuine and not a collusive or sham proposal;

(3) Neither myself nor any of our officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, connived, or agreed directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County or any person interested in the proposed Contract;

(4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

---

(Signature)

---

(Date)

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012**

(Please type or print clearly in ink only)

I certify that neither \_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS**

(Please type or print clearly in ink only)

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

### Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

### Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

### Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

### Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

### Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

Please acknowledge your receipt and acceptance of the aforementioned Standards of Conduct for Ingham County Vendors by signing below and returning with your submittal.

---

Company Name

Phone #

---

Address, City, State, Zip Code

---

Email address

---

Signature

---

Date

---

Print Name

---

Title



## **COMPLIANCE WITH INGHAM COUNTY PURCHASING POLICY (1 of 2)**

### **Labor, Employment, and environmental criteria in evaluating bids and Proposals**

All vendors, as a condition for registering to do business with the County, shall self-certify to the County regarding any violations of environmental, labor, and employment laws and regulations of the State of Michigan or any other regulatory agency, including, but not limited to, the following:

- The potential vendor's history of compliance with labor and employment laws and regulations, including the Workforce Opportunity Wage Act, MCL 408.411 et seq., the Fair Labor Standards Act of 1938, 29 USC 201 et seq., and the National Labor Relations Act, 29 USC 151 et seq.; and
- The potential vendor's environmental track record and sustainability practices, including the potential vendor's history of compliance with environmental laws and regulations such as the Natural Resources and Environmental Protection Act, MCL 324.101 et seq., the Clean Water Act, 33 USC 1251 et seq., and the Clean Air Act, 42 USC 7401 et seq.

All vendors shall notify the Purchasing Department of any subsequent violation of this Policy within ten (10) years after becoming a vendor; failure to do so may result in the vendor being barred from doing business with the County for a period of up to five (5) years.

A local vendor claiming the local purchasing preference in accordance with the Local Purchasing Preference Policy, may not be afforded the preference if it is verifiably proven that the local vendor is found to have violated any provisions of this amended policy.

If it is discovered that a vendor performing work under a contract with the County is in violation of this policy, that vendor shall be found to have committed a material breach of the contract and that vendor shall make restitution payment to the County in the amount of \$500 per day for every day that the violation occurred since signing the contract. Upon being notified in writing by the County of violating this policy, vendors who do not agree to make such restitution shall be barred from doing business with the County for a period of not less than ten (10) years. The vendor may appeal any such decision to the Ingham County Board of Commissioners who shall have the final say in all matters and appeals.

**COMPLIANCE WITH INGHAM COUNTY PURCHASING POLICY (2 of 2)**

Labor, Employment, and environmental criteria in evaluating bids and Proposals

Have you or your business been fined and/or cited by any regulatory agency regarding any equal opportunity statutes, ordinances, rules, regulations, or policies?

\_\_\_ No;

\_\_\_ Yes, list and explain on a separate piece of paper any fines and/or citations you or your firm has received by any regulatory agency regarding equal opportunity statutes, ordinances, regulations or policies.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SIGNATURE FORM**

(Please type or print clearly in ink only)

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm: \_\_\_\_\_

Order from Address: \_\_\_\_\_

\_\_\_\_\_

Remit to Address: \_\_\_\_\_

\_\_\_\_\_

Fed ID No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

Send Notification of Award to: \_\_\_\_\_

(First and Last Name)

E-mail of Person Receiving Award Notification: \_\_\_\_\_

Send post-bid addendum (if issued) to: \_\_\_\_\_

(First and Last Name)

E-mail of person receiving post-bid addendum: \_\_\_\_\_

**STATISTICAL QUESTIONNAIRE FORM - OPTIONAL**

(Please type or print clearly in ink only)

The Ingham County Board of Commissioners monitors workplace demographics of proposers and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County requests vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT". Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other Proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm's workforce is?

- |                        |        |                   |        |
|------------------------|--------|-------------------|--------|
| Female                 | _____% |                   |        |
| Physically-disabled    | _____% |                   |        |
| Veteran                | _____% |                   |        |
| African-American       | _____% | Caucasian         | _____% |
| Asian-Indian American  | _____% | Hispanic-American | _____% |
| Asian-Pacific American | _____% | Native-American   | _____% |

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:

- |                                   |   |  |
|-----------------------------------|---|--|
| <input type="checkbox"/> Female   | <input type="checkbox"/> African-American       | <input type="checkbox"/> Caucasian         |
| <input type="checkbox"/> Disabled | <input type="checkbox"/> Asian-Indian American  | <input type="checkbox"/> Hispanic-American |
| <input type="checkbox"/> Veteran  | <input type="checkbox"/> Asian-Pacific American | <input type="checkbox"/> Native-American   |

3. Complete Legal Firm Name: \_\_\_\_\_

4. Company Address: \_\_\_\_\_

5. Company Phone: (    ) \_\_\_\_\_ Email: \_\_\_\_\_

6. Name and title of person authorized to sign on behalf of your company:

\_\_\_\_\_

7. Signature/date: \_\_\_\_\_