

# CITY OF DEARBORN

*Home Town of Henry Ford*

JOHN B. O'REILLY, JR., MAYOR



## REQUEST FOR PROPOSAL FOR UTILITY BILL AUDIT SERVICES CONTROL NO. 103487

Issue Date: June 18, 2010

Pre-proposal Conference: None

Pre-proposal Question Deadline: June 29, 2010 at Close of Business

**Proposal Deadline: July 8, 2010 at 4:00 PM Local Time**  
**City of Dearborn**  
**Purchasing Division**  
**4500 Maple Street**  
**Dearborn MI 48126**

Purchasing Contact: Bill Goodwin, Buyer  
Phone: (313) 943-2375 or (810) 599-3474  
Fax: (313) 943-2420  
Email: wgoodwin@ci.dearborn.mi.us

**DESCRIPTION:** Proposals are being solicited for the purpose of contracting for one-time utility bill auditing services.

This solicitation, along with all attachments and Addenda may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at [www.mitn.info](http://www.mitn.info).

Proposals must be time stamped by the Purchasing Division by the exact date and time indicated above. Late proposals will not be accepted.

Respondent Name: \_\_\_\_\_

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## RFP INSTRUCTIONS

- 1) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Dearborn Purchasing Division. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact before the Pre-Proposal Question Deadline indicated on the front of this document. No contact regarding this document with other City employees is permitted. All answers will be issued in the form of an addendum.
  - a) All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document.
  - b) No communication is permitted between Bidders and other City of Dearborn Departments or Divisions prior to the award of the bid unless sanctioned by the Purchasing Division.
- 2) **PRE-PROPOSAL MEETING:** A pre-proposal meeting concerning this RFP will not be held.
- 3) **RFP MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this RFP at the discretion of the City. Any and all Addenda issued by the City will be posted as noted on the Cover Page of this document. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge Addenda on the Proposal Form of this RFP. Failure to acknowledge Addenda may result in your proposal being deemed non-responsive and rejected without any further evaluation. If any changes are made to this RFP document by any party other than the City, the original RFP document and associated Addenda in the City's files shall take precedence.
- 4) **PROPOSAL SUBMISSION:** To be considered, the indicated number of copies of the proposal must be prepared in the manner and detail specified in this RFP.
  - a) Proposals must be submitted to the City of Dearborn, Purchasing Division, 4500 Maple Street, Dearborn MI 48126, by the date and time indicated on the cover page. The Purchasing Division time stamp will determine the official receipt time. It is each Respondent's responsibility to ensure that its proposal is time stamped by the Purchasing Division by the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 AM to 5:00 PM local time, Monday through Friday, legal holidays excepted.
  - b) Responses received after the deadline will not be accepted and will be returned to the Respondent unopened.
  - c) The opening and reading of a proposal does not constitute the City's acceptance of the Respondent as a responsive and responsible Respondent.
  - d) Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFP Title, Control Number, Deadline and Respondent's name, address, phone, fax and contact name.
  - e) Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the Request for Proposal (RFP) and specifications and terms, and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.

- f) All prices and notations must be typed or printed **in ink**. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal.
  - g) Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
  - h) All costs incurred in the preparation and presentation of the proposal is the Respondent's sole responsibility; no pre-proposal costs will be reimbursed to any Respondent. All documentation submitted with the proposal will become the property of the City.
- 5) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No Proposal may be withdrawn after the deadline for submission.
- 6) **REJECTION:** The City reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Purchasing Agent that the best interest of the City will be served by doing so. If all Proposals are rejected by the City, notice will be posted on the City's websites as noted on the Cover Page of this document. No Proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, or other obligation, or if the Respondent is debarred by the City from consideration for a contract award, or if Respondent has committed a violation of the City's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
- 7) **PROCUREMENT POLICY:** Procurement for the City will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The Purchasing Agent has the vested authority to execute a contract, subject to Mayoral and/or Council approval where required.
- 8) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the City if the Respondent is determined to be the most responsive and responsible Respondent.
- 9) **CONTRACT AWARD:** The City reserves the right to award by item, group of items, or total proposal. The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Respondent at the address designated in the proposal. All proposals must be firm for at least 90 days from the due date of the proposal. After a final award of the Agreement by the City of Dearborn, the Contractor must execute and perform said Agreement. The date on which the Agreement is signed by the City of Dearborn marks the beginning of the Agreement.
- 10) **NO RFP RESPONSE:** For those Businesses who receive this RFP but who do not submit a response, it would help the City of Dearborn if you would please return a notice of why you have chosen not to respond.
- 11) **FOIA REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.

## SCOPE OF WORK AND SPECIFICATIONS

- 1. INTRODUCTION:** Through this Request for Proposals (RFP), the City of Dearborn (City) hereby invites qualified and experienced businesses that meet the qualifications set forth herein to submit proposals to provide one-time utility bill auditing service for the City to ensure that the current providers of such services have billed the City at the correct rates and the City is receiving services for which it is billed. Utilities intended for audit include natural gas, electricity, water, and telecommunications. The City's providers of record are: Electricity – DTE Energy; Natural Gas – DTE MichCon and Exelon Energy Company; Water & Sewer – City of Detroit; Telecommunications: Cable – Comcast and WOW; Office Phones/Fax Devices – AT & T and Verizon North; Cell Phones – Verizon Wireless and Sprint; and Pagers – American Messaging.

For the majority of our natural gas supply, the City has a formal contract with Exelon Energy Company, expiring August 31, 2010; this contract is being re-bid at this time and the solicitation includes all City locations presently covered by both Exelon and DTE MichCon. Dearborn uses AT & T for LAN lines by "piggy-backing" on a State of Michigan contract. None of the other utilities supply are formalized by contract.

- 2. SCOPE OF WORK:** The successful Respondent (Contractor) shall be required to provide all labor, equipment, materials, and supplies to accomplish the following work except as otherwise identified below.
- a) Analyze utility contract services and perform a billing audit according to the following: Review the City's utility arrangements/contracts, billed rates & charges and utility service history. Review contracts, if applicable, to ensure billings are being rendered according to the provisions of the contract. The reviews shall cover the maximum period that refunds can be obtained as allowed by law and regulation. Quantitative and narrative reports shall be provided that indicate work accomplished and results, including refunds having potential to be recovered and potential savings provided in the future.
  - b) Identify cost reduction items (alternative rates and riders, combining meters, power factor correction, etc.) that result in no refund, but reduce future costs.
  - c) Any recommendation the Contractor makes is subject to the City's approval, and implementation. For future savings, to measure the savings on which payments will be made, the existing bill which will be under the new rate or tariff will be recalculated using the old rate or tariff; the difference between the bill under the new rate or tariff and the bill recalculated under the old rate or tariff shall be the savings.
  - d) Assist in obtaining refund from the provider. Payments will not be made on savings previously documented and recommended by City personnel within the preceding 24 months.
  - e) Answer the following questions and/or provide comments (on a systematic basis for each type of utility): 1. How do the City's utility rates and fees compare with other municipalities in the Detroit market and other comparable markets in the United States? Demonstrate by providing market comparisons. 2. Identify unreasonable rates, trends, and questionable items found in billings. 3. Advise on the reasonableness of the current utility agreements.
  - f) Provide a clear and concise report detailing the findings from above and identifying savings opportunities. Provide support for findings that can be used for challenging bills. Contractor should include an example of the report(s) that will be submitted or typical reports from past audits with their proposal submittal.

- g) Provide a clear and concise process that the City can use to assess the appropriateness of future billings.
- h) All work is to be completed within 90 calendar days after Respondent is given Notice to Proceed (purchase order).
- i) The successful Contractor's compensation shall come from actual savings realized by the City of Dearborn. Payment to the successful Contractor shall be made on a percentage basis of the savings for each type of utility. For past bills, payments to the consultant shall be based on the actual refund or credit received by the City; on future savings, payments shall be paid for a maximum of one (1) year from date of implementation.
- j) The City of Dearborn shall provide written authorization to the successful Contractor to obtain from the provider (subject to the terms and conditions of applicable tariff rules, regulations and rate schedules) the City's billing and consumption history and payment history for all utilities and services noted. If necessary, the City shall provide access to all of the billing/payment documents. The successful Respondent shall be responsible for making any and all copies.
- k) The successful Contractor shall assist the City in its pursuit to recover any monies due from each provider.
- l) Ownership of Documents: Upon completion or termination of this contract, all documents prepared by the Contractor shall become the property of the City of Dearborn. Contractor may retain copies of documents for information and reference. Documents prepared by the Contractor are only intended for the use of the City.

## QUALIFICATIONS

- 1) **MINIMUM QUALIFICATIONS:** Respondents (specifically, the business that will be contractually bound under the contract with the City of Dearborn) will be deemed non-responsive and rejected without any further evaluation if they do not meet the following qualifications:
  - a) The Respondent must have five (5) years experience performing similar work as described in the scope of work. Proof of experience shall be provided in the form of three (3) business or municipal references.

## EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1) **EVALUATION:** All proposals received will be evaluated by a Selection Team that consists of City representatives. The following factors, listed in relative order of importance, will be considered in making the selection:

- a) Experience and Qualifications
- b) Work Plan (Approach) and Timeline
- c) Compensation

Each proposal submitted in response to this RFP shall focus on these criteria. In addition, the Selection Team also may consider the past performance of the Respondent on other contracts with the City or other entities. The City reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

### 2) GENERAL SUBMITTAL REQUIREMENTS:

- a) **NUMBER OF COPIES:** One original, plus six copies (seven total) of the entire proposal must be submitted. The original must be marked as an original. Each copy must be identical to the original. Proposal submissions must include this proposal packet, fully completed and all relevant charts, diagrams, and other materials.
- b) **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements are listed below to ensure the Selection Team is able to easily locate the information that is requested in this solicitation.
- c) **PROPOSAL CONTENT:** The Respondent must include the following items, or the proposal will be deemed non-responsive and rejected without any further evaluation.
  - i) All general forms contained in this RFP, fully completed\*:
    - (1) Proposal Form
    - (2) Exceptions and Alternatives to RFP Scope/Specifications Form
    - (3) Cost proposal form
    - (4) Business Information Questionnaire
  - ii) A complete response to each of the Submittal Requirements in the next section, which are specific to the evaluation criteria.
  - iii) **SUBMITTAL REQUIREMENTS:** Submit a complete response to each of the following items which are specific to the evaluation criteria:
    - 1) Experience and Qualifications
      - i) Describe the experience of your company providing similar services as described in this RFP.

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\* Businesses that have done work for the City of Dearborn are not exempt from submitting required documents.



- ii) Describe the experience and qualifications of the individual(s) who will be assigned to the City's account (including years of experience, education, and any certifications). Include detailed resumes.
    - iii) Provide at least three (3) references for similar projects/contracts, including name of establishment, full address, dates of service, contact name and contact telephone number for reference checks; and include annual billing – amount recuperated – amount of future savings related to each reference.
  - 2) Submit a detailed work plan (how you will approach the project as outlined in the scope of services).
    - i) Work plans shall include anticipated staffing hours needed for each phase of work, for all required staff positions.
    - ii) Submit a timeline, preferably in Gantt format, outlining the time required to perform said work for each phase.
    - iii) Contractor should include an example of the report(s) that will be submitted or typical reports from past audits with their proposal submittal.
    - iv) All work must be completed within 90 calendar days of contract issuance.
  - 3) Compensation (% for Payment Based on Savings)
    - i) Complete the Price Page included herein identifying:
      - (1) Percentage required for payment per each dollar of savings realized for each type of utility.
      - (2) Billing rates for any future assistance to the City's Finance Staff for each staff position.
- 3) **SHORTLISTING:** The City may shortlist the Respondents based upon responses to the above items. If necessary, the City will conduct interviews/demonstrations. The City will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the Selection Team and to clarify their proposals through exhibition and discussion. The City will not reimburse oral presentation costs of any Respondent. The City reserves the right to modify scoring based on its findings from interviews/demonstrations, etc.

## SPECIFIC CONTRACT TERMS AND CONDITIONS

1. **CONTRACT TERM:** The contract is for a one-time service; however the City reserves the right to hire the successful Respondent for additional related work for a term of two (2) years at the sole discretion of the City.
2. **NEGOTIATION:** Quantities, services, and prices listed in the Scope of Work and in the Respondent's response to this RFP may be subject to negotiation. Any agreements resulting from negotiation that differ from what is presented in this RFP or in the Respondent's response shall be documented and included as a part of the final contract.
3. **INSURANCE SUBMISSION REQUIREMENTS:** The successful Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. A "Notice of Intent to Recommend for Award" letter will serve as the request and will be faxed and/or emailed to the successful Respondent. **To expedite the process, a copy of your current coverage shall be submitted with your Proposal.**
4. **STANDARD INSURANCE REQUIREMENTS:**
  - a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - b) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
  - c) **Automobile Liability Coverage:** The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
  - d) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
  - e) Cancellation clause of insurance shall identify not less than thirty (30) days.
  - f) The City reserves the right to require complete, certified copies of all required insurance policies at any time.
5. **KEY PERSONNEL AND SUBCONTRACTORS:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
  - a) The Contractor agrees that, once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the City.
  - b) If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall if needed, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

## STANDARD TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 3) **Invoices:** Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 4) **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 5) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Dearborn laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 6) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 7) **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the Contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 8) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 9) **Records and Right to Audit:** Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
  - a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries

detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with rite contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with the City's Charter and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.

- b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
  - c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
  - d. If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.
- 10) **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 11) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Dearborn is solely at fault.
- 12) **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 13) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the City of Dearborn with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.

- 14) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 15) **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 16) **Non-Discrimination Clause:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers.
- 17) **Subcontracting:** The use of a subcontractor or subconsultant is not permitted.
- 18) **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Dearborn in this Proposal or in any other manner.
- 19) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.

## REQUIRED FORMS

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## PROPOSAL FORM

**Failure to complete this form shall result in your Proposal being deemed nonresponsive and rejected without any further evaluation.**

**OFFER TO: CITY OF DEARBORN:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

**ADDENDA:**

The Undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer, and all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of Dearborn, to enter into a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of Dearborn, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Respondent represents that:

1. The Respondent is in compliance with any applicable provisions of the City's Charter and Code of Ordinances.
2. If awarded a contract to operate the Concession or provide the goods or Services required in the RFP, the Respondent will comply with the City's Charter and Code of Ordinances. These documents can be found on the City of Dearborn's website on the City Clerk's page.

**NONCOLLUSION:**

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

**PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Contract, it will submit to the City any required type of guarantee (i.e. irrevocable letter of credit or cash deposit).

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:**

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**For clarification of this offer, contact:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**ACCEPTANCE OF OFFER:**

(To Be Completed By the City of Dearborn)

The Offer is hereby accepted for utility auditing services per the rates as agreed between the City of Dearborn and the Successful Respondent.

The Contractor is now bound to sell the materials or services listed in the Request for Proposal, including all terms, conditions, scope, specifications, amendments, etc., as accepted by the City of Dearborn including any negotiated terms and conditions not explicitly mentioned in this RFP or in the offer as submitted by the Contractor (such items shall be attached to this contract as applicable).

This contract shall henceforth be referred to as \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a written notice to proceed from the City of Dearborn.

**COUNTERSIGNED:**

\_\_\_\_\_  
John B. O'Reilly, Jr., Mayor Date  
(or designee)

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
City of Dearborn Corporation Counsel Date

**BUDGET APPROVAL (if applicable):**

\_\_\_\_\_  
James J. O'Connor, Treasurer Date



## EXCEPTIONS AND ALTERNATIVES TO RFP SCOPE/SPECIFICATIONS

Respondents are to prepare the Cost Proposal Form(s) based on the scope and specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

- 1) In the event the Respondent would like to propose an alternative solution to the RFP scope or specifications, they may set forth alternatives in the following manner:
  - 2) In the event the Respondent takes exception to the RFP scope or specifications, they may set forth alternatives by presenting each exception separately by stating:
    - a) The specific item for which an exception is requested (citing the page and item number).
    - b) The suggested change to the exception, inclusive of proposed new language if applicable.
    - c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.
    - d) For products bid as "equals," respondent **MUST** include specifications when submitting a bid. ***Failure to submit specifications may result in your bid being deemed non-responsive and rejected without further evaluation.***
  - 3) **Exceptions to the "Standard Terms and Conditions of Agreement" may not be accepted.**
  - 4) This form must be signed by an individual authorized to commit the Respondent's firm to the Agreement in the manner set forth below.
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*Except as set forth above, Respondent is in complete agreement with the proposed terms, conditions and business arrangements described in the ITB including the attached Agreement. The Respondent assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided.*

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

Type Name: \_\_\_\_\_

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

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

*Please note that if exceptions are taken, all required information, as set forth above must be submitted*

## **COST PROPOSAL FORM**

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

On a separate sheet,

1. Detail the percentage payment required for every dollar saved on each type of utility
2. Provide your company's hourly billing rates for each type of employee that might be used for assistance to the City's Financial Staff in the event the City elects to hire your firm for future related services.

## BUSINESS INFORMATION QUESTIONNAIRE

**Failure to complete this form may result in your Bid or Proposal being deemed nonresponsive and rejected without any further evaluation.**

NAME OF COMPANY \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**DUNS# AND/OR CCR** (if applicable)# \_\_\_\_\_

FORM OF OWNERSHIP (Check One)

Corporation ( ) LLC ( ) Joint Venture ( )

State of Incorporation/Registration \_\_\_\_\_ Date of Incorporation/Registration \_\_\_\_\_

Partnership ( ) If Partnership, select one of the following: Limited ( ) or General ( )

Individual ( )

### LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

<u>Name</u>	<u>Other Than Respondent Directorship</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

HAS YOUR COMPANY OPERATED UNDER ANY DIFFERENT NAMES IN THE PAST FIVE (5) YEARS? **YES / NO** IF YES, PLEASE IDENTIFY THE NAME(S) UNDERWHICH YOUR COMPANY HAS OPERATED: \_\_\_\_\_

ADDITIONAL INFORMATION REQUIRED BY THE CITY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Dearborn, or with any of its council members or officers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

\_\_\_\_\_

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

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

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

## MINIMUM QUALIFICATIONS & REFERENCES FORM

**Failure to complete this form may result in your bid being deemed non-responsive and rejected without further evaluation. Attach additional pages if necessary.**

- a) Respondent must have five (5) years experience performing similar work as described in the scope of work. Proof of experience shall be provided in the form of three (3) references.**

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- b) Contractor must provide a minimum three (3) references (including contact names, addresses and telephone numbers) of businesses/public entities where Contractor has performed similar work.**

Provide references below. The City of Dearborn may contact the listed businesses/agencies.

1. Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_ Email: \_\_\_\_\_

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

TYPE OF WORK PERFORMED: include annual billing – amount recuperated – amount of future savings related to each reference.

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2. Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_ Email: \_\_\_\_\_

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

TYPE OF WORK PERFORMED: include annual billing – amount recuperated – amount of future savings related to each reference.

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3. Client Name: \_\_\_\_\_

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

Client Contact: \_\_\_\_\_

Email: \_\_\_\_\_

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

TYPE OF WORK PERFORMED: include annual billing – amount recuperated – amount of future savings related to each reference.

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