

**Date: January 3, 2022**

**REQUEST FOR PROPOSAL:**

**CONSULTING SERVICES to CONDUCT ENERGY AUDIT and CREATE ACTION PLAN**

**UPLOAD PROPOSALS TO: [Energy Audit Action Plan - GreenState Credit Union](#)**

**Mailed, emailed and faxed Proposals will not be accepted.**

**QUESTIONS:** All questions, inquiries, requests for clarifications regarding this Request for Proposal can be answered by e-mailing [RFPQuestions@GreenState.org](mailto:RFPQuestions@GreenState.org) no later than **January 21, 2022, 5:00 PM (Central Time)**. No questions will be accepted by phone or individual outreach. Responses to all questions will be posted on January 28, 2022.

**PROPOSALS ARE DUE NO LATER THAN: 5:00 p.m. (Central Time), February 18, 2022, 5:00 PM (Central Time).**

## **SECTION I. PROPOSAL SUBMITTAL CHECKLIST**

**Review the following checklist to make sure the contents listed below are included in your company's proposal. The proposals shall be limited to no more than ten (10) pages.**

***The required sections and specific content must be organized in the submitted proposal as they are listed below. Headings should clearly identify each section.***

### **Section 1 — Executive Summary**

Letter of submission: Letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with GreenState; and c) make presentations on behalf of the firm. The same information will be required for any sub-facilitators working with the primary facilitator.

### **Section 2 — Experience with Similar Projects**

Experience: Clearly indicate the specific experience of the individual/firm relative to projects of similar scale and type as this project. Include descriptions of projects with respect to client, location, common issues and services provided.

### **Section 3 — Disciplines**

Disciplines: Provide a list of disciplines which will be used with this project and who will provide the services.

### **Section 4 — Respondent's Expertise and Subcontractor's Expertise**

Key Personnel: Provide a complete list of key personnel who will work on the project, and all sub-facilitators working on the project, along with their professional experience and their role/responsibility.

### **Section 5 — Proposed Project Work Plan**

Project Work Plan: This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phrase completion dates and key meeting/presentation dates.

### **Section 6 — Performance of Services**

Methods and Means: Provide a response that defines the methods and means by which the firm will perform the services outlined in the RFP

### **Section 7 — References**

Client References: Provide names, addresses, phone numbers and email addresses of three (3) client references for projects of similar size. Each listed reference should include a brief description and scope of services that were provided.

### **Section 8 — Project Costs**

A comprehensive and detailed listing **all costs, fees, and reimbursable fees** to be incurred as a part of your company's work. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your company.

### **Section 9 — Company Information Form**

Complete, sign, and submit the form provided in Section VI. of this Request for Proposal.

## **SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL**

### **A. PROJECT DESCRIPTION:**

GreenState Credit Union is seeking a consultant to conduct a comprehensive energy audit and recommend a Climate Action Plan with cost estimates to achieve a net zero carbon footprint by 2030 at the Financial Center in North Liberty, the existing North Liberty branch on Penn Street, and any new GreenState construction between now and 2030. The creation of an energy saving checklist should be provided for all existing branches/buildings not named above to begin the process of reducing their carbon energy usage with the goal of being net carbon zero across our entire organization by 2040.

### **B. PROJECT PURPOSE:**

GreenState Credit Union is seeking a consultant to work with GreenState staff to develop a comprehensive, robust, and innovative Climate Action Plan that will:

- Reduce GreenState's energy costs while adopting a greenhouse gas reduction strategy.
- Analyze potential cost or other deterrents we encounter so GreenState can create a grants/subsidized lending product for members who would like to pursue a carbon-reduction strategy.
- Help create a level playing field for LMI or disadvantaged populations for home investment & energy savings opportunities.
- Support community initiatives to reduce carbon emissions.
- Be seen as a leader in our industry for actively addressing our carbon footprint.

Establish a set of climate action strategies, implementation plans and metrics for measuring progress, lowering GreenState's greenhouse emissions and activating and engaging staff, members and communities' positive actions and tangible benefits; and

### **C. SCOPE OF WORK:**

GreenState Credit Union seeks to develop a carbon footprint reduction plan with the following goals: achieve zero carbon footprint at the Financial Center in North Liberty, the existing North Liberty branch on Penn Street, and any newly built branches by 2030. Additional carbon reduction strategies and improvements should be considered for existing branches when practical and cost effective, with the goal of being net carbon zero across our entire organization by 2040. This vision and Plan must also integrate measures that incorporate efficiency, educate staff, and provide a menu of potential options that can be implemented in existing GreenState buildings. The Plan will be presented in a format that is visually appealing, easy to understand, and can easily be translated to a variety of media for different audiences. Most importantly, the creation of the Plan is intended to mobilize GreenState staff and members towards change and create strategies and metrics to measure its success.

The Consultant must have strong facilitation and communication skills and working knowledge or subject matter expertise in relevant topic areas. Experience creating enterprise-wide Climate Action Plans is strongly preferred. Additional preference will be given to Iowa-based consultants.

### **D. RESOURCES TO BE PROVIDED TO THE CONSULTANT:**

GreenState will provide the following items to the consultant to facilitate the Project Plan:

1. A project manager – GreenState Facilities and Construction Project Manager
2. Copies of all existing GreenState energy assessments & inventories
3. Access to all applicable GreenState records

#### 4. Assistance with logistics and scheduling of facilities access

Any additional resources should be requested in the proposal.

#### **E. DESIRED PLANNING PROCESS COMPONENTS:**

The selected consultant will be responsible for coordination, project planning, and compilation of the final report to be provided to GreenState Board of Directors. The planning process should not exceed a 3-month period. The process will include plan draft development, presentation to GreenState Senior Team, and an event to launch plan.

##### *Technical Advisors*

- Assist staff in connecting with technical advisors that have subject area expertise in each of the sectors. The technical advisors should provide visionary leadership and technical guidance to producing the desired Plan.

##### *GreenState Leadership, Staff, and Member Outreach and Engagement*

- Identify best practices for staff and member engagement, and education. Organize the outreach and engagement efforts at various points in the process.

#### **F. DELIVERABLES:**

Plan and presentation of materials must be formatted to include measurable actions and include cost effectiveness.

*Plan Components:* Review of current conditions by conducting a comprehensive energy audit.

##### *Reduction Targets*

- Develop a descriptive roadmap for achieving the 2030 net zero carbon emission goal for the Financial Center in North Liberty, the existing North Liberty branch on Penn Street, and any newly built branches. The roadmap should include policies, programs, measures, and infrastructure projects.
- Sketch out the work of reaching net carbon zero across our entire organization by 2040.
- Identify actions that can be achieved or in place by 2030 with measurable indicators.
- Quantify each proposed measure's potential emission reduction.
- Quantify each proposed measure's cost and benefit.
- Estimate timeline of implementation for each measure.
- Identify who will be responsible for each measure. Identify associated co-benefits of each measure.
- Identify responsible GreenState staff, location, etc.
- Ensure the collective actions positively impact all populations and move GreenState toward greater social equality.
- Develop a long-term vision that is bold and transformative for GreenState to upgrade, retrofit all existing branches in future years.

##### *Member Action Toolkit*

- Incorporate the best practices, informed by lessons learned from GreenState's progress into a Climate Action Toolkit that can be used by GreenState staff and members.

##### *Monitoring, Evaluation, and Reporting*

- Develop a system for monitoring and evaluating progress.

- Develop a template for annual reporting that can easily be communicated through a variety of media.

#### *Resource Analysis*

- Provide an analysis of the labor and financial resources required by GreenState to develop, implement, monitor, and evaluate plan programs and projects.

#### **G. SCHEDULE:**

The following schedule identifies milestone dates for the project. GreenState Credit Union reserves the right to adjust the schedule when necessary.

1. Issue RFP – January 3, 2022
2. RFP Questions Due – January 21, 2022
3. Proposals Due – February 18, 2022
4. Consultant Interviews – TBD
5. Selection of Consultant – TBD
6. Draft Report Submitted –TBD
7. Formal Presentation and Final Report Submitted –TBD

#### **H. PROPOSAL REQUIREMENTS:**

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should e-mail form to: [RFPQuestions@GreenState.org](mailto:RFPQuestions@GreenState.org) no later than **January 21, 2022, 5:00 (Central Time)**. All questions must be in e-mail form in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
3. The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Submittal Checklist – Section I***. Each copy must be organized as stated on the checklist and contain all the required information for GreenState to fully evaluate the submitted proposal.
4. The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits to GreenState during the pre-award process.
5. Any costs associated with this project not specifically set forth in the company's submitted proposal will be the sole responsibility of the proposer. Price/Cost adjustments presented after the contract has been awarded will not be accepted by GreenState.
6. All submitted proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at GreenState's request, agrees in writing to an extension.
7. Responses may be rejected if the proposer fails to perform any of the following:
  - a. To adhere to one or more of the provisions established in this Request for Proposal
  - b. To demonstrate competence, experience, and ability to provide services described in this Request for Proposal

- c. To submit a response on or before the deadline and complete all required forms
- d. To fulfill a request for an oral presentation or interview
- e. To respond to a written request for clarification or additional information

8. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

**I. REFERENCE CHECKS AND PROPOSAL CLARIFICATION:**

GreenState Credit Union reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer’s qualifications. GreenState Credit Union reserves the right to obtain and consider information from other sources concerning a vendor such as the vendor’s capability and performance under other contracts.

**J. CONTRACT NEGOTIATIONS:**

GreenState Credit Union reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. GreenState Credit Union may require the Request for Proposal and the proposer’s submitted proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by GreenState Credit Union as contractually binding on the successful proposer.

The negotiated contract will provide that any material designed specifically to meet GreenState’s project and needs, or any modifications to existing materials for the project will become the property of GreenState Credit Union over which it shall have exclusive property rights.

**K. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting GreenState’s requirements, terms and conditions, and overall responsiveness to the Request for Proposal. A proposal must receive at least 80 points in Phase One to advance to Phase Two.

**Phase One – Proposal Review**

PHASE ONE - POINT CATEGORY	ASSIGNED POINTS
Experience	35
• Firm’s Resume	
• Qualifications/Personnel	
• Success of Similar Projects	
Proposed Work Plan	25
Performance of Services	20
Project Costs	20
<b>Total Points Phase One</b>	<b>100</b>

**Phase Two – Interview and Reference Check**

PHASE TWO - POINT CATEGORY	ASSIGNED POINTS
Interview/Presentation	30
References	20
• Proven Success of Contracts with Other Clients	
<b>Total Points for Phase Two</b>	<b>50</b>
<b>Total Points for Phase One and Phase Two</b>	<b>150</b>

**L. INTERVIEW**

During the initial evaluation process, GreenState Credit Union will request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview with GreenState Credit Union will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to GreenState Credit Union.

**M. CONTRACT AWARD:**

1. The submitted proposal must be complete to be considered for award.
  
2. Award, if made, will be between GreenState Credit Union and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of GreenState. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.
  
3. GreenState reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of GreenState. GreenState Credit Union reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of GreenState. GreenState Credit Union reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
  
4. It is GreenState’s intent to make an award based on the schedule provided; GreenState reserves the right to adjust the schedule when necessary.
  
5. Award, if made, will be in accordance with the terms and conditions herein.
  
6. ***Award, if made, shall be in the form of a contract issued by GreenState, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by GreenState.***
  
7. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
  
8. Consideration may be given to, but not limited to, demonstrated creative and appropriate proposed services to evaluate and provide recommendations for climate action plans, the firm’s resume and

qualifications, experience with past and present clients, customer satisfaction and references, proven success of other contracts, firm's financial stability, the firm's ability to demonstrate an understanding of the work to be performed, to provide timely and quality deliverables, the firm's ability to comply with the requirements of this Request for Proposal, and the value of service relative to proposed costs.

9. Before award of this contract, the selected proposer shall submit a certificate of insurance that shall include professional liability insurance covering the selected proposer's liability for the proposer's negligent acts, errors and omissions to GreenState in the sum of \$1,000,000.

- GreenState Credit Union will be named as additional insured
- Project proposal number and project title as the description
- Insurance carriers will be rated as A or better by A.M. Best

**The above conditions and instructions clarify this specific Request for Proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Section III).**

### **SECTION III. GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**The general rules and conditions which follow apply to all proposals issued by GreenState unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.**

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL** and is thus a solicitation for responses. Acceptance of a proposal shall NOT result in a binding contract between GreenState and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and GreenState.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

#### **A. CONDITIONS FOR PROPOSING**

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by GreenState, any contact initiated by the Proposer or by a GreenState representative, other than through the RFPQuestions@GreenState.org, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.

2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.

3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, mailed, faxed, or e-mailed proposals will not be accepted. Proposal shall be uploaded to: [Energy Audit Action Plan - GreenState Credit Union](#)



by February 18, 5:00 PM (Central Time).

4. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at GreenState's request, agrees in writing to an extension.

5. TRADE SECRETS OR PROPRIETY INFORMATION. Responses to this Request for Proposal become the exclusive property of GreenState Credit Union.

6. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.

7. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to GreenState Credit Union upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for GreenState may be grounds for rejection. If requested, the Proposer shall present evidence.

8. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

9. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a GreenState officer or employee from having an interest in a contract with GreenState, and certifies that no employee or officer of GreenState, which includes members of GreenState staff and board of directors has an interest, either direct or indirect, in this agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of GreenState's EEO policy and applicable local, state and federal antidiscrimination laws.

## **B. BONDS AND INSURANCE**

1. BID SECURITY. **When required**, no bid shall be considered unless accompanied by either of the following forms of bid security:

a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or

b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid. The bid security shall be made payable to GREENSTATE CREDIT UNION and shall be forfeited to GreenState Credit Union as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to GreenState insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of GreenState Credit Union, to recover for the full amount of such damage. Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. PERFORMANCE BOND. When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by GreenState and shall guarantee the prompt payments of all materials and labor and protect and save harmless GreenState from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by GreenState. A letter of Irrevocable Credit from a responsible lending agency approved by GreenState, for the same guarantee(s) as noted above, may be submitted for approval. GreenState reserves the right to accept or reject this form of guarantee.

3. INSURANCE REQUIREMENTS. When required, the successful Proposer shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to GreenState for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor shall notify GreenState in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for GreenState Credit Union to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to GreenState.

b. Minimum Coverage

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		
(1) Bodily Injury & Property Damage	\$500,000	Combined Single Limit

c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.

GreenState requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

WHEN ADDITIONALLY REQUIRED:

Errors & Omissions \$1,000,000

### **C. SPECIFICATIONS**

1. FORMAL SPECIFICATIONS. The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to GreenState and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by GreenState unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

GreenState's decision to approve or disapprove of a proposed alternate shall be final.

3. QUALIFICATIONS, CREDENTIALS AND REFERENCES. The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.

4. ADDENDUM TO SPECIFICATIONS. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by GreenState within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this website to ensure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

### **D. SELECTION OF FIRM**

1. REJECTION OF PROPOSALS. GreenState reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. GreenState also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. SELECTION. GreenState desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also

negotiates a project cost with GreenState that is fair and reasonable. GreenState may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by GreenState will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:

- The quality, availability, adaptability, and life cycle costing of the commodities and/or service.
  - Guarantees and warranties.
  - Ability, capacity, and skill to provide the commodities and/or service required within the specified time.
  - Ability to provide future maintenance and service.
  - Character, integrity, reputation, experience and efficiency.
  - Quality of performance of previous and/or existing contracts.
  - Previous and existing compliance with laws and ordinances relating to contracts with GreenState and to the Proposer's employment practices.
  - Whether the Proposer is in arrears to GreenState, in debt on a contract or is a defaulter on surety to GreenState.
  - If reasonable doubts arise as to Proposer's solvency, GreenState reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
  - Such other relevant information as may be secured by GreenState.
  - Cost estimate; GreenState is not required to accept the proposal with the lowest cost estimate.
- Once GreenState has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between GreenState and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).

PRESENTATIONS. When required and based on an evaluation of proposals submitted, GreenState may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of GreenState. Formal presentations will be scored and evaluated by a staff. The evaluation staff will make a recommendation to GreenState Manager and if required, to GreenState Council for final approval. Nothing in the proposal can obligate GreenState to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to GreenState. Changes in proposals shall be initialed and dated.

## **E. GENERAL CONTRACT PROVISIONS**

1. CONTRACT AWARD. Upon GreenState's selection and satisfactory negotiation between GreenState and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract

shall be on forms provided by GreenState; or if the Proposer's contract document is used, GreenState reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to GreenState.

2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with GreenState before work can commence.

3. CONTRACT ALTERATIONS. GreenState reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both GreenState and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by GreenState. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and GreenState. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

4. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of GreenState, in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

5. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

a. Extended upon written authorization of GreenState and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of GreenState.

b. Terminated due to default, as described below.

6. DEFAULT. The contract may be cancelled or annulled by GreenState in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. GreenState reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, GreenState reserves the right, but is not obligated to, extend the cure period or GreenState may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to GreenState for cost to GreenState in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

7. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by GreenState, or failure to replace rejected commodities and/or service when so directed by GreenState shall constitute delivery failure. When such failure occurs GreenState reserves the right to cancel or adjust the contract, whichever is in the best interest of GreenState. In either event, GreenState may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases,

the Contractor shall reimburse GreenState, within a reasonable time specified by GreenState, for any expense incurred in excess of contract prices, or GreenState may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. GreenState reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by GreenState. Acceptance will be at the sole discretion of GreenState.

8. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in GreenState's opinion, is beyond the control of the Contractor. Under such circumstances, however, GreenState may at its discretion cancel the contract.

9. INDEMNITY. The Proposer shall indemnify, defend and hold harmless GreenState Credit Union and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either. Proposer is not, and shall not be deemed to be, an agent or employee of GreenState Credit Union. Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third-party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

a. Save GreenState, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of North Liberty or city where GreenState branch is located, State of Iowa and the Federal Government.

10. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status, or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

11. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal, or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to GreenState Credit Union.

## **F. PAYMENT PROVISIONS**

1. PAYMENT TERMS. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by GreenState.

2. INVOICING. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before GreenState will pay any invoice, the invoice must first include RFP Consulting Services for Energy Audit and Carbon Reduction Goals, department name, dollar amount, and any other pertinent information.

Submit invoice to:  
Facilities Department  
GreenState Credit Union  
2355 Landon Road  
North Liberty, Iowa 52317

3. WITHHOLDING PAYMENT. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

## **SECTION V. CONSULTANT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between GreenState Credit Union hereinafter referred to as GreenState and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the CONSULTANT.

WHEREAS, GreenState seeks a consultant to assist the company in the development of GreenState's first Climate Action Plan (hereinafter the Plan) which meets requirements and proposes data-driven actions and strategies to achieve greenhouse gas (GHG) reduction target of reaching net zero carbon emissions for the North Liberty financial office building, branch on Penn Street, North Liberty and any buildings that will be built by 2030; and in accordance with GreenState's Request for Proposal for Consulting Services for an energy audit and climate action and adaption plan, the CONSULTANT proposes to present a comprehensive, robust, and innovative Plan that will define the community's climate challenges, and the challenges and opportunities it faces in meeting ambitious carbon reduction goals, and will serve as a mechanism to tie together GreenState's developing sustainability initiatives, strategies and plans to establish a set of climate action strategies.

NOW THEREFORE, it is agreed by and between the parties hereto that GreenState does now contract with the CONSULTANT to provide services as set forth herein.

### **I. CONTRACT REQUIREMENTS**

CONSULTANT agrees to perform the following services for GreenState, and to do so in a timely and satisfactory manner.

#### **A. SCOPE OF WORK**

The Scope of Work shall include development by the CONSULTANT of a Climate Action Plan as described in GREENSTATE Request for Proposal, Consulting Services for Climate Action Plan, and the associated tasks, planning process components, and deliverables.

#### **B. TIME OF COMPLETION**

The Consultant shall complete the following phases of the Project in accordance with the agreed upon schedule.

Task One:

- Project Startup
- Review and Analyze GreenState's existing greenhouse gas emission and energy use

Task Two: Assess GreenState Net Zero Carbon Goal

Task Three:

- Information Gathering with Technical Advisors
- Staff Engagement

Task Four: Prioritization of Implementation Strategies and Cost Effectiveness

Task Five:

- Draft Plan Issued to GreenState
- Final Products Issued to GreenState

Task Six: Presentation to GreenState Board of Directors

Task Seven: Event Rollout to the Membership



## II. GENERAL TERMS

A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

B. Should GreenState terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "lump sum" amount of TBD. GreenState may terminate this Agreement upon fourteen (14) calendar days' written notice to the Consultant.

C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be made without the written consent of all Parties to said Agreement.

D. It is understood and agreed that the retention of the Consultant by GreenState for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.

E. It is agreed by GreenState that all records and files pertaining to information needed by the Consultant for the project shall be available by GreenState upon reasonable request to the Consultant. GreenState agrees to furnish all reasonable assistance in the use of these records and files.

F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of North Liberty, Iowa.

G. At the request of GreenState, the Consultant shall attend meetings of GreenState senior leadership relative to the work set forth in this Agreement. Any requests made by GreenState shall be given with reasonable notice to the Consultant to assure attendance.

H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by GreenState, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for GreenState's use of such documents on other projects.

I. GreenState agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for GreenState to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.

J. Should any section of this Agreement be found invalid; it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.

K. Upon signing this agreement, Consultant acknowledged that Section 362.5 of the Iowa Code prohibits a GREENSTATE officer or employee from having an interest in a contract with the GREENSTATE, and certifies that no employee or officer of GreenState, which includes members of GreenState Board of Directors and GreenState Senior Team, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.

L. The Consultant always agrees material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors, and omissions to GreenState in the sum of \$1,000,000.

M. No Modifications to the Scope of Services or other contract terms can be made without the written consent of both parties. For purposes of this clause, e-mail is to be considered a writing. Authority to approve changes from GreenState side is vested solely with GreenState President Jeff Disterhoft, unless President Disterhoft delegates that authority to another named GreenState employee in writing.

### III. MISCELLANEOUS

A. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.

B. The following documents are hereby incorporated into this Agreement by this reference, in order of precedence: RFP for Consulting Services for Climate Action Plan, the CONSULTANT'S Proposal, and any subsequent written language agreed upon by the parties.

FOR GREENSTATE CREDIT UNION

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

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

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

FOR THE CONSULTANT

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

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

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

ATTEST: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
GreenState Chief Legal Officer

\_\_\_\_\_  
Date

**SECTION VI. COMPANY INFORMATION FORM**

**Exceptions, Deviations or other Agreements**

**Exceptions/Deviations** to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. **If your company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

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**Prohibited Interest**

Your firm shall identify any relationship that has existed, or presently exists with GreenState Credit Union and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the space provided below (companies are subject to disqualification based on any potential for conflict of interest as determined by GreenState Credit Union).**

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**Liens or Unsatisfied Judgments**

List any and all liens or unsatisfied judgments presently existing against your firm in the space provided below. If your firm has no liens or unsatisfied judgments, you must state this also.

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**Designated person** who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name:

Phone Number:

E-mail Address:

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to supply and deliver the proposed commodities and services as described in the proposal documents at the prices set forth within.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. If there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by GreenState Credit Union, GreenState's Request for Proposal shall prevail.

The undersigned proposer certifies that this proposal is made in good faith and without collusion or connection with any other person or persons bidding on the project.

**AUTHORIZED SIGNATURE**

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
**Phone Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Name of Representative:** \_\_\_\_\_

**Title of Representative:** \_\_\_\_\_

**Signature of Representative:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_