

Request for Proposals

Orient Complex Correctional Institution

Project Number: DRC-081017

Date Issued: February 23, 2009

**The State Architect's Office of Energy Services requests proposals for:**

ENERGY CONSERVATION PROJECT

**PRE-PREPOSAL MEETING**

**March 12, 2009**

**10:00 a.m.**

**Business Office**

**Pickaway Correctional Institution**

**11781 State Route 762**

**Orient, Ohio 43146**

**PROPOSAL OPENING**

**July 16, 2009**

**2:00 p.m.**

**Bid Desk**

**General Services Center**

**4200 Surface Road**

**Columbus, Ohio 43228**

**This Request for Proposals consists of 4 Parts and 16 Attachments, totaling 174 consecutively numbered pages. Supplements may be attached to this Request for Proposals with a beginning header page and an ending trailer page. Please verify that you have a complete copy.**

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**PARTONE: EXECUTIVE SUMMARY**

- 1.1 Purpose. This is a Request for Proposals (“RFP”) under Ohio Revised Code (“O.R.C.”) Chapter 156. The Ohio Department of Rehabilitation and Corrections (the “Owner”) is issuing this RFP to solicit competitive sealed Proposals (“Proposals”) for its Energy Conservation Project (the “Project”). If a suitable offer is made in response to this RFP, the Owner may enter into a contract (the “Contract”) to have the selected Offeror (the “Contractor”) perform the Project. This RFP provides details on what is required to submit an RFP Proposal for the Project, how the State will evaluate the RFP Proposals, and what will be required of the Contractor in performing the Project.

This RFP also provides the estimated dates for the various events in the submission process, selection process, and Project performance. While these dates are subject to change, prospective

Offerors must be prepared to meet them as they currently stand. **Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in the State, in its sole discretion, refusing to consider the RFP Proposal of the Offeror.**

- 1.2 Background. Pursuant to O.R.C. Chapter 156, the Director of Administrative Services may implement energy conservation measures to significantly reduce energy consumption and operating costs of state-owned buildings. In compliance with O.R.C. Chapter 156, the Director may enter into contracts for the implementation of energy saving measures in these facilities.

“Performance contracting” is a method of obtaining energy conservation measures, including design, installation, financing, and maintenance services, without initial capital expense. These contracts fund building improvements out of existing utility operating dollars. Such funding allows the Owner to take advantage of cost saving projects that might otherwise be foregone. This RFP begins the process by which such contracts will be executed. The goal is to maximize financial benefit to the Owner through implementation of these measures.

- 1.3 Structure of this RFP. This RFP is organized into 4 parts and has 16 attachments, as listed below.

**Parts**

<b>Part 1</b>	<b>Executive Summary</b>
<b>Part 2</b>	<b>General Instructions</b>
<b>Part 3</b>	<b>Evaluation of Proposals</b>
<b>Part 4</b>	<b>Contract Award</b>

**Attachments**

Attachment 1	Proposal Format
Attachment 2	Site Information at Correction Reception Center
Attachment 3	Site information at Pickaway and Training Academy
Attachment 4	General Conditions of the Contract
Attachment 5	ECM and Energy Savings Guarantee Requirements
Attachment 6	Offeror Profile and Information Form
Attachment 7	Offeror Reference Form
Attachment 8	Personnel Profile Summary
Attachment 9	Energy Conservation Measure (ECM) Form
Attachment 10	Cost and Savings Summary and Certification
Attachment 11	Service Agreement Cost Summary Form
Attachment 12	Wage Rate Requirements
Attachment 13	Contracting Definitions
Attachment 14	Performance Contract and Related Forms
Attachment 14	Service Agreement
Attachment 16	Specifications

- 1.4 Calendar of Events. The schedule for the Project is given below. The Owner may, in its sole discretion, change this schedule at any time. If the Owner changes firm dates in the schedule before Contract award, it will do so by an addendum to this RFP. Changes in the Project schedule after the Contract award will be made through the change order provisions in the General Conditions of the Contract. It is each prospective Offeror's responsibility to check with the Owner for current information regarding this RFP and its Calendar of Events.

**Firm Dates**

RFP Issued:	February 23 <sup>rd</sup> , 2009
Inquiry Period Begins	February 23 <sup>rd</sup> , 2009
Inquiry Period Ends:	July 13 <sup>th</sup> , 2009 at 4:00 pm Eastern Standard Time
Pre-proposal Date:	March 12 <sup>th</sup> , 2009
Proposal Deadline:	July 16 <sup>th</sup> , 2009 at 2:00 pm Eastern Standard Time

**Estimated Dates**

Contract Execution:	September 25 <sup>th</sup> , 2009
Project Work Begins:	September 25 <sup>th</sup> 2009

There are references in this RFP to the Proposal deadline. Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

**PART TWO:  
GENERAL INSTRUCTIONS**

- 2.1 Documents. Proposal documents (excluding prints) are available from the OAKS Capital Improvements Web site at <http://ci.oaks.ohio.gov> and State Purchasing Web site at [www.ohio.gov/procure](http://www.ohio.gov/procure).**
- 2.2 Contacts. Each interested Offeror must provide a contact person who will be the person of record for all correspondence regarding this RFP. The Offeror must provide a name, title, postal address, phone number, facsimile number, and electronic mail address for the person of record.**

The State will be represented by an Engineer and an Owner's Representative for each facility during the Proposal process and the performance of the Work. The Engineer for this Project is:

**Oscar Zanganeh, PE, CEM, LEED-AP**

State Architect's Office of Energy Services

4200 Surface Road

Columbus, Ohio 43228-1395

Phone: (614) 466-7369

Fax: (614) 466-3159

E-Mail: [oscar.zanganeh@das.state.oh.us](mailto:oscar.zanganeh@das.state.oh.us)

The Owner Representative is:

**Pickaway Correctional Institution**

Alan Oyer

Maintenance Superintendent

1178 State Route 762

Orient, Ohio 43146

Phone: (614) 877-4362 Ext. 295

E-Mail: [Alan.Oyer@odrc.state.oh.us](mailto:Alan.Oyer@odrc.state.oh.us)

**Correctional Reception Center**

Marvin Dray

Maintenance Superintendent

11271 St. Rt. 762

Orient, OH 43146

Phone: (614) 877-2441 Ext. 7195

E-Mail: [marvin.dray@odrc.state.oh.us](mailto:marvin.dray@odrc.state.oh.us)

**Correctional Training Academy**

Maintenance/plumbing

Jack Holloway

11271 St. Rt. 762

Orient, OH 43146

Phone: (614) 877-4345 Ext. 253

E-Mail: [jack.holloway@odrc.state.oh.us](mailto:jack.holloway@odrc.state.oh.us)

2.3 Eligible Energy Conservation Measures. **The Offeror should attempt to maximize energy savings and financial benefit through energy conservation measures at the Site. Energy conservation measure means an installation or modification of an installation in, or a remodeling of, an existing building in order to reduce energy consumption and operating costs, pursuant to O.R.C. Section 156.01. The term includes the installation, modification, and replacement of:**

- Insulation in building structure and systems within the building;
- Storm windows and doors, multiglazed windows and doors, and heat absorbing or heat reflective glazed and coated window and door systems; additional glazing; reductions in glass area; and other window and door system modifications that reduce energy consumption and operating costs;
- Automatic energy management control systems;
- Heating, ventilating, and air conditioning systems;
- Caulking and weather-stripping;
- Lighting fixtures to increase the energy efficiency of the lighting system without changing the overall illumination of a building, unless an increase in illumination is necessary to conform to the applicable state or local building code for the proposed lighting system;
- Energy recovery systems;
- Cogeneration systems that produce steam or heat as well as electricity, for use primarily within a building or complex of buildings;
- Any other modification, installation, or remodeling approved by the Engineer as an energy conservation measure.

2.4 Pre-Proposal Meeting. **The Offeror is strongly encouraged to attend the pre-proposal meeting, where the Engineer and the Owner's Representatives will answer questions regarding Site access, Project requirements and Contract Documents. The Engineer will prepare**

**minutes of the pre-proposal meeting, which will be provided to all Offerors present.**

For entry clearance, contact facility contact person forty-eight (48) hours prior to pre-proposal meeting/walk through. A valid driver's license or picture I.D. is required. Dress is business-casual: no shorts, tank tops, or clothing with offensive language/symbols. Cell phones and pagers are prohibited.

- 2.5 **Walk-throughs. A walk-through will be conducted at the conclusion of the pre-proposal meeting. Dates for additional walk-throughs, if necessary, will be provided at the pre-proposal meeting. Additional Site access for the purposes of data collection prior to the RFP Proposal deadline may be scheduled at the convenience of the Owner.**

During the walk-throughs, all Offerors will be escorted together and will be afforded equal access to the facility. Reasonable efforts will be made to provide accurate, uniform information to all Offerors. The Owner's Representative will be the sole point of contact during the walk-throughs.

- 2.6 **Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the calendar of events. To make an inquiry, Offerors must submit questions in writing, either by e-mail, fax, or postal mail, to the Engineer. The Offeror should also submit a copy of the inquiry to the Owner's Representative.**

Inquiries about a specific portion of this RFP must reference the relevant part of this RFP and the heading for the provision in question. The inquiry must contain the name of the Offeror's representative who is responsible for the inquiry, the Offeror's name, the representative's preferred method of response, and the appropriate fax number, e-mail address, or postal address.

**The State will attempt to respond to all inquiries within 72 hours, excluding weekends and state holidays. The State will not respond to any inquiries received after 4:00 p.m., July 13<sup>th</sup>, 2009. All inquiries and their responses will be distributed to all Offerors. The originator of the inquiry will not be disclosed in the distribution.**

- 2.7 **Interpretation. If the Offeror finds any perceived conflict, error, omission or discrepancy on or between the Drawings, Specifications, attachments, or any of the Contract Documents, the Offeror shall submit a written request to the Engineer for an interpretation or clarification. The Offeror is responsible for prompt delivery of such request. Inquiries of this nature are subject to the same deadlines as other inquiries.**

**Any interpretation of the Contract Documents made by any party other than the Engineer, or in any manner other than a written response, are not binding and the Offeror may not rely upon any such interpretation. The Offeror may not, at any time after the execution of the Contract, be**

**compensated for a Claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Offeror prior to the end of the inquiry period.**

- 2.8 Addenda to RFP. Should an inquiry prompt the State to amend the RFP, a notice will be sent to all Offerors via postal mail or facsimile or e-mail with confirmation. The Addenda will be deemed to have been validly given if the Addenda is issued and mailed or otherwise furnished to each Offeror's contact person of record.**

**When an Addendum to this RFP is necessary less than 5 days before the RFP Proposal deadline, the State may extend the Proposal deadline through an announcement via postal mail or facsimile or e-mail with confirmation. Addenda announcements may be provided any time before 4:00 p.m., July 9<sup>th</sup>, 2009. The State will make reasonable attempts to contact all Offerors; however, it is the responsibility of each Offeror to check for announcements, addenda, and other current information regarding this RFP.**

- 2.9 Basis of Design Components and Substitutions. The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the specifications to denote kind and quality will be known as Basis of Design Components and all Proposals must be based upon them. Where two or more components are named, the Offeror may furnish any one of those components.**

**If the Offeror proposes to use an article, device, material, equipment, form of construction, fixture or other item other than those components named, the Offeror must certify that the item is equal in quality, and all aspects of performance and appearance, to that specified. The offeror must submit information as an inquiry to the Engineer no later than 10 days prior to the Proposal deadline, which submission must include:**

- The name and a complete description of the proposed substitution, including drawings, performance and test data, and other information necessary for an evaluation;**
- A statement setting forth any changes that the proposed substitution will require in the Project.**

**If the Engineer approves the proposed substitution, the Engineer will, no later than 72 hours prior to the Proposal deadline, excluding Saturdays, Sundays and legal holidays, issue an addendum to all Offerors. If the Engineer finds the proposed substitution is not acceptable, the Engineer will respond to the Offeror in writing, no later than 72 hours prior to the Proposal deadline, excluding Saturdays, Sundays and legal holidays,**

**stating the reason for the rejection, which decision will be final. The Engineer will have the discretion to reject a proposed substitution for the reason that the Offeror failed to provide sufficient information to enable the Engineer to evaluate the proposed substitution without delay in the scheduled Proposal deadline.**

**No consideration will be given to any proposed substitution unless submitted to the Engineer 10 days prior to the Proposal deadline.**

**2.10 Communication Restrictions. From the release of this RFP until a Proposal is selected and the Contract executed, Offerors shall not communicate with any State staff concerning this RFP except through the inquiry method. Exceptions to this restriction are the pre-proposal meeting, walk-throughs, and any communication that the State initiates during the evaluation process. If an Offeror engages in any unauthorized communication, the State may reject that Offeror's Proposal.**

**2.11 Form and Content. The requirements for the Proposal's formatting and contents are contained in Attachment 1 to this RFP. Each Proposal should be organized in an indexed binder ordered in the same manner as the response items are ordered in the Attachment 1 to this RFP.**

**Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., shall receive no evaluation credit. Emphasis should be on completeness and clarity of content.**

**2.12 Multiple or Alternate Proposals. The State discourages, but does not prohibit, multiple Proposals from a single Offeror. The State requires each such Proposal to be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for an RFP Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merits.**

**2.13 Proposal Submittal. Each Offeror must submit 5 copies of its Proposal, which will include one signed original and four copies, in a sealed envelope. The envelope should be clearly marked "Energy Conservation Project RFP" on the outside.**

**Proposals are due no later than July 16th, 2009, at 2:00 P.M., Eastern Standard Time. RFP Proposals must be submitted to:**

Bid Desk  
General Services Center  
4200 Surface Road  
Columbus, Ohio 43228

The Contracting Authority may, in its sole discretion, reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An Offeror who mails a Proposal should allow adequate mailing time to ensure its timely receipt. **The State may, in its sole discretion, reject late Proposals regardless of the cause for the delay.**

**2.14 Acknowledgement.** By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Offeror also agrees that the Contract shall be the complete and exclusive statement of the agreement between the State and the Offeror and shall supersede all communications between the parties regarding the Contract's subject matter.

**2.15 Amendments to Proposals. Amendments or withdrawals of Proposals shall be allowed only if the amendment or withdrawal is received before the Proposal deadline. No amendment or withdrawal shall be permitted after the Proposal deadline, except as authorized by this RFP.**

**2.16 Public Disclosure. All Proposals and other material submitted shall become the property of the State and may be returned only at the State's option.** Sensitive or proprietary information should not be included in a Proposal or supporting materials. **Additionally, all Proposals will be available to the public after the Contract has been awarded, pursuant to O.R.C. Section 149.43.**

**The State will retain all Proposals or a copy of them, as part of the Contract file for at least 3 years. After the retention period, the State may return, destroy, or otherwise dispose of the RFP Proposals or the copies.**

**2.17 Drug Free Workplace.** The Offeror shall comply with all Applicable Law regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors or Consultants engaged in the services being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while on, or about, the Project.

2.18 Campaign Contributions. **The Offeror** hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

2.19 Ethics Compliance. In accordance with Executive Order 2007-01S, the **Offeror** hereby certifies, by its signature on this document, that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) shall take no action inconsistent with those laws and this order.

The **Offeror** understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this **Contract** and may result in the loss of other contracts with the State.

The **Offeror** certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws.

2.20 EDGE Business Development Program Participation. The **Offeror** shall participate in the "Encouraging Diversity Growth and Equity" Program ("EDGE") by contracting with, and using one or more, businesses certified as an EDGE Business Enterprise ("EDGE-certified business") by the Ohio Department of Administrative Services, Equal Opportunity Division ("EOD") as proposed for this **Contract** by the **Offeror** and as approved by the **State**.

- If the **Offeror** is an EDGE-certified business, the **Offeror** may include this **Contract** amount in the reporting.
- The amount of EDGE participation cannot exceed 100 percent of the amount of this Agreement.

The **Offeror** shall provide EDGE Participation Quarterly Reports if the term of this **Contract** is 270 or more consecutive days.

- The **Offeror** shall provide quarterly status reports, produced by the **Offeror** and each applicable EDGE-certified business for the **Contract**, indicating: (1) The name of each EDGE-certified business; (2) The original amount of the EDGE-certified business contract or purchase order with the A/E; (3) The current amount of the EDGE-certified business contract or purchase order; (4) The amount invoiced to date; (5) The amount paid to date; and (6) A statement describing any substantive product or performance deficiencies.
- Quarterly reports are due on January 15, April 15, July 15, and October 15.
- The first quarterly report is due starting with the reporting month following the effective date of this **Contract**.
- The **Offeror** shall provide reports for each EDGE-certified business; however, the quarterly reports may be consolidated and submitted as a singular document.

- The **Offeror** shall simultaneously submit its EDGE Participation Quarterly Report(s) to EOD and to the Contracting Authority.

The **Offeror** shall provide an EDGE Participation Final Report simultaneously with its final Payment Request.

- The **Offeror** shall simultaneously submit its EDGE Participation Final Report to EOD and to the Contracting Authority.
- The **Offeror** and each EDGE-certified business shall provide in the report certification that the submitted document is a true and accurate accounting of the original contract amount paid to, and received by, each EDGE-certified business.

The **Offeror** shall provide EDGE Participation Quarterly Report(s) and the EDGE Participation Final Report in detail and form acceptable to the Contracting Authority.

The **Offeror** shall cooperate fully with requests for additional EDGE information and documentation from the EOD or the **State**.

2.21 Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization ("DMA"). The **Offeror** represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the DMA. The **Offeror** further represents and warrants that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway (<http://obg.ohio.gov/DMA2007.shtml>) prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement shall be void and the **Offeror** shall immediately repay to the Owner any funds paid under this **Contract**.

2.22 Findings for Recovery. The **Offeror** represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, this **Contract** shall be void, and the **Offeror** shall immediately repay to the **State** any funds paid under this **Contract**.

### PART THREE: EVALUATION OF PROPOSALS

3.1 **Proposal Opening.** The State will open the Proposals in a manner that avoids disclosing their contents. After the Proposals are opened, the State will prepare a public registry of Proposals containing the name and address of each Offeror. In order to ensure fair and impartial evaluation, Proposals and related documents submitted in response to a request for RFP Proposals are not available for public inspection and copying under O.R.C. Section 149.43 until after the award of the Contract.

3.2 **Right of Rejection.** The State may, in its sole discretion, reject any Proposal, in whole or in part, if:

- it is delivered after the Proposal deadline;
- it is unrealistic in cost savings or excessive in price;
- the Offeror engages in collusion;
- the Offeror takes exception to the terms and conditions of this RFP;
- the Offeror fails to comply with the procedure for participating in the RFP process;
- the Offeror's Proposal fails to meet any requirement of this RFP;
- the State believes that the Proposal is not in its interests to consider or accept.

**In addition, the State may, in its sole discretion and for any reason, cancel this RFP, reject all the Proposals, and seek to perform the Project through a new RFP or other means. The State shall not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the State awards the Contract through this process, cancels this RFP for any reason, or contracts for the Project through another RFP or another process.**

3.3 **Evaluation Phases.** The evaluation process may consist of up to four distinct phases:

1. Initial review of all Proposals for defects;
2. The evaluation committee's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations);
4. Negotiations.

Phases three and four may be deemed unnecessary at the discretion of the evaluation committee.

3.4 Clarifications. **During the evaluation process, the evaluation committee may request clarifications from any Offeror under active consideration. The State reserves the right to allow any Offeror a reasonable opportunity to cure a minor irregularity or technical deficiency in a Proposal, provided that the irregularity or deficiency does not give the Offeror an unfair competitive advantage. Such a clarification shall not be considered an amendment to a Proposal.**

3.5 Initial Review. **The Engineer will review all Proposals for their timeliness, format, and completeness. The Engineer normally rejects any late, incomplete, or incorrectly formatted Proposal, though he may, in his sole discretion, waive any defects or allow an Offeror to submit a correction.**

If a late Proposal is rejected, the Engineer shall not open it or evaluate it for format or completeness. The Engineer will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Engineer will chair.

3.6 Committee Review. **The evaluation committee will evaluate and numerically score each Proposal that passes the initial review. The evaluation will be according to the criteria contained in this part of the RFP.**

The committee may also have the Proposals, or portions of them, reviewed and evaluated by independent third parties or other State personnel with relevant technical or professional experience. The committee may also seek the review of end users of the Project or the advice of other State committees that have subject matter expertise or an interest in the Project.

The evaluation will result in a point total being calculated for each Proposal. The Offeror(s) submitting the highest-rated Proposal(s) may be scheduled for the next phase. The number of Proposals forwarded to the next phase shall be within the committee's sole discretion.

**At any time during the Committee Evaluation phase, the committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal. The evaluation committee will document all major decisions in writing and make these a part of the RFP file along with the evaluation results for each Proposal considered.**

3.7 Proposal Evaluation Criteria. **In the evaluation phase, the committee will rate the Proposals based on the following criteria and the following weight assigned to each criterion:**

**3.7.1. Responsibility, Capability, and Qualifications (20 points).** The Proposal shall indicate the ability of the Offeror to meet the terms of the RFP, especially the quantity and quality of recent projects similar in scope to that described in the RFP. In determining whether an Offeror is responsible, factors to be considered include, without limitation:

- The experience of the Offeror;
- The financial condition of the Offeror;
- The conduct and performance of the Offeror on previous contracts;
- The management skills of the Offeror;
- The ability of the Offeror to execute the Contract properly.
- References for projects similar in size and scope;
- Audited financial statements for the past 3 years;
- A valid contractor's license from a certified county, municipal, or health department that required a test to obtain such license;
- Certification by the Ohio Construction Industry Examining Board; or
- Registration of certification by a certified municipality or county for the preceding consecutive 5 years, pursuant to demonstration of proof of bonding and insurance.

3.7.2. **Qualified Personnel (10 points).** The Proposal shall indicate the competence of personnel whom the Offeror intends to assign to the Project. Qualifications will be measured by education, engineering certification, and experience, with particular emphasis on experience with projects of similar scope as that described in the RFP. Emphasis will be placed upon the qualifications of the Offeror's project manager and the manager's dedicated management time, as well as that of other key personnel working on this Project.

3.7.3 **Technical Approach (30 points).** The Proposal shall indicate the methods used by the Offeror to define the Project. Factors to be considered include:

- Listing of energy conservation measures investigated; reasons for inclusion and exclusion of various measures;
- Data collection: methods used, thoroughness, and accuracy;
- Calculation methodology: acceptability of assumptions and methods, adjustments to calculations based upon experience from similar projects; margins of error and conservatism in approach; historical accuracy of predictions based upon similar projects;
- Awareness and responsiveness of Offeror to owner preferences, operational factors, and limitations at the facility;
- Mention of additional maintenance, operational, or other measures which may increase savings, but have not been quantified in savings amounts;

- **Consideration of utility rate structures and utility incentives, if any;**
- **Incorporation of ongoing training, maintenance, and customer support following installation;**
- **Verification of savings and adherence to performance contract, including adjustments for weather and load changes.**

**3.7.4. Cost and Savings (20 points). Points will be awarded based upon the relative value of the Project to the State over a ten year payback cycle. A Cost Summary Form is included as Attachment 10 of this RFP.**

**3.7.5 Service Agreement, Energy Guarantee (20 Points). Ability to provide a ten year energy guarantee and manage the Service Agreement for a period of ten years. Capability to provide all services described in the Service Agreement for the duration of the guarantee period.**

**3.8 Interviews, Demonstrations, and Presentations. The Proposal evaluation committee may require some Offerors to interview with the committee, make a presentation about their RFP Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee.**

The evaluation committee may record any presentations, demonstrations, and interviews.

**3.9 Contract Negotiations. The State reserves the right to conduct negotiations with one or more competing Offerors during the evaluation process. If the State determines that negotiations are in its best interests, negotiations will be conducted according to the following:**

**3.9.1 State's Obligations. The State will select which Offeror(s) to negotiate with by determining which Offeror(s) is reasonably likely to be awarded the contract under this RFP. The State's determination will be based upon each Offeror's Proposal.**

**Offerors the State determines to be not reasonably susceptible of Contract award do not have a right to participate in Proposal negotiations.**

**The State shall treat selected Offeror(s) fairly and equally with respect to any opportunity for discussion and revision of Proposals.**

**The State may determine, during negotiations that it is no longer reasonably likely for an Offeror to be awarded a Contract under this RFP. If the State makes this determination the State will notify the Offeror in writing of its determination to terminate negotiations. The State may re-evaluate which of the remaining Offerors are reasonably likely to be awarded a Contract under this RFP and begin negotiations with a new Offeror and or continue negotiations with other Offerors. If negotiations with an Offeror again result in the State determining that an Offeror is no longer reasonably likely to be awarded a Contract under this RFP, the State will provide written notice to that Offeror and may follow the process to continue negotiations outlined in this section, or may determine that negotiations are no longer in the State's best interests. The State may reject all Proposals and cancel this RFP at any time during the RFP process.**

**The State may not disclose any information derived from any of the Proposals to competing Offerors. The State must limit access to information contained in the Proposals to those people with a need to know the information.**

**The State will limit negotiations to specific aspects of the requirements of the RFP.**

**If negotiations result in revisions or additions to existing Proposals, the State will determine the time and date by which all best Proposals must be submitted to the State.**

**Best Proposals may be submitted only once, unless the evaluation committee determines that it is in the State's best interests to conduct additional negotiations with one or more of the Offerors that submitted best RFP Proposals, or to change the State's requirements. If the evaluation committee determines that additional discussions or revisions to the State's requirements are necessary, the State may require submission of best and final Proposals.**

**The State shall negotiate in good faith.**

**The State must maintain a contract file that contains the basis for each of the State's decisions during the negotiation process, including with whom to negotiate, the evaluation committee's basis to determine to negotiate further after receiving best and final Proposals, if the State allows additional best and final Proposals, and the basis for awarding the Contract to the selected Offeror.**

**3.9.2 Offeror's Obligations. Offeror(s) shall negotiate in good faith.**

**Offeror(s) may negotiate only the specific aspects of the RFP that the State, in its sole discretion, selects for negotiation. Offeror(s) may not attempt to negotiate the General Conditions of the Contract, Performance Contract, or Service Agreement, except as to those permitted modifications that may be proposed for the Service Scope of Work (Exhibit 1 of the Service Agreement).**

**Offeror(s) may not attempt to gain access to the contents of another Offeror's Proposal before the award of the Contract or cancellation of this RFP. Any Offeror that attempts to gain access to another's Proposal before Contract award or cancellation of this RFP may be disqualified.**

**Offeror(s) shall not submit a Proposal assuming that there will be an opportunity to negotiate.**

## PART FOUR: CONTRACT AWARD

- 4.1 Notice of Award. **Upon completion of the evaluation, the State will issue a Notice of Award to the selected Offeror. The Notice of Award will state that award and execution of the Contract is based upon the expectation that the highest scoring Offeror will comply with all conditions precedent for Contract execution within 90 days of the date of the Notice of Award.**

Noncompliance with such conditions may be cause for the State to cancel the Notice of Award and award the Contract to the next highest scoring Offeror, or resubmit the Contract for Proposals, at the State's sole discretion.

**The State, in its sole discretion, may extend the time for submittals precedent for Contract execution for good cause shown. No extension shall serve as a waiver of the conditions precedent for Contract execution.**

- 4.2 Timely Execution. **The failure to award and execute the Contract within 90 days of the Proposal deadline invalidates the entire Proposal process and all Proposals submitted, unless the time is extended by written consent of the Offeror whose Proposal the State has accepted, and the State concurs with such an extension.**
- 4.3 Cost Adjustments. **If the Contract is awarded within 90 days of the Proposal deadline, any increases in material, labor, financing costs and subcontract costs must be borne by the Offeror without alteration of the amount of the Proposal.**

**If the Contract is not awarded within 90 days of the Proposal deadline due to delays on the part of the State, the Offeror will be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, financing costs or subcontracts. The State shall also be entitled to verifiable decreases in such costs.**

**If the Contract is not awarded within 90 days of the Proposal deadline due to delays on the part of the Offeror, any increased costs will be borne by the Offeror.**

- 4.4 Conditions Precedent to Contract Execution. **Documents necessary for Contract execution include, but are not limited to, the following:**
- **Performance Contract.**
  - **Service Agreement, and associated Energy Cost Savings Guarantee.**

- **Performance and Payment Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Performance and Payment Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.**
- **Guarantee Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Guarantee Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.**
- **Ohio Workers' Compensation Certificate.**
- **Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. The State reserves the right to request a certified copy of the Offeror's insurance policies.**
- **If the Offeror is a foreign corporation, e.g., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Offeror to do business in the State; or, if the Offeror is a person or partnership, the Offeror has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Offeror's agent for the purpose of accepting service of summons in any action brought under O.R.C. Section 153.05 or under O.R.C. Sections 4123.01 to 4123.94, inclusive.**
- **Delinquent Personal Property Tax Statement**
- **Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization Form ("DMA")**
- **Certificate of Compliance with Affirmative Action Programs, issued pursuant to O.R.C. Section 9.47, by the Equal Employment Opportunity Division of the Department of Administrative Services.**
- **Plumbing, electrical, hydronics, refrigeration and HVAC Contractors shall submit proof of current licensing by Applicable Law.**
- **Financing Documents, if Offeror proposes, and State selects, financing by Offeror.**
- **Approved State Controlling Board request, if applicable.**
- **If entering into a contract of \$2,000,000, or more, Contractor shall submit a legible copy of all the Proposal Information used to prepare the Contractor's Proposal for the Contract to the Proposal Information Escrow Agent and attach a Proposal Information Escrow Agreement and Affidavit.**
- **Drug Free Workplace: All Offeror(s) entering into a Contract on a State administered Project will be required to be enrolled, and in good standing in an Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP in accordance with but not limited to Ohio Administrative Code Chapter 4123-17 and Executive Order 2002-13T. Contractors entering into a Contract shall require each of its Subcontractors on the Project to also be enrolled in a BWC approved DFWP. Prior to authorizing a Subcontractor to commence work on the Project, the Contractor shall submit confirmation of enrollment**

of their Subcontractors to the **Engineer**. In addition to BWC approved DFWP Level 1 requirements, the Department also requires that each Contractor and each Subcontractor include random drug testing of 5 percent of their employees that provide on-site labor on State administered construction site(s) for each Project. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for BWC approved Level 2 testing.

## **ATTACHMENT 1: PROPOSAL FORMAT**

**These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet shall precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, shall be sequentially numbered.**

**Each Proposal must include sufficient data to allow the evaluation committee to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this Attachment 1 whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.**

**Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.**

**Each Proposal must contain the following:**

- 1. Offeror Profile and Information Form (Attachment 6)**
- 2. Subcontractor Profile**
- 3. Offeror Performance**
- 4. Staffing Plan**
- 5. Personnel Profile Summaries**
- 6. Technical Approach**
- 7. Project Schedule**
- 8. Support Requirements**
- 9. Cost and Savings Summary (Guaranteed Savings), Contractor Certification (Attachment 10)**
- 10. Letters of Commitment for Guarantee Bond and Performance Bond**
- 11. Conflict of Interest Statement**
- 12. Financial Requirements**
- 13. Proof of Insurance**
- 14. Service Agreement Cost Summary Form (Attachment 11)**
- 15. Evidence that the Offeror is enrolled and in good standing, prior to submitting a Proposal, in a Drug-Free Workplace Program ("DFWP") approved by the Ohio Bureau of Worker's Compensation.**

1. Offeror Profile. Each Proposal must include a profile of the Offeror and its relevant experience working on projects similar to this Project. The Offeror Profile Form is included as Attachment 6 and must include:
  - Offeror's legal name, address, and telephone number;
  - Date established;
  - Offeror's Federal Tax Identification number;
  - Principal place of business;
  - Local office from which Project will be managed;
  - Ownership (such as public firm, partnership, or subsidiary);
  - Firm leadership (such as corporate officers or partners);
  - Number of employees;
  - Number of employees engaged in work directly related to the Project;
  - Contact person for all correspondence regarding this RFP, to include name, title, phone number, fax number, postal address, and e-mail address;
  - List of subcontractors, if any, that the Offeror will use on the Project;
  - Any other background information that will help the evaluation committee gauge the Offeror's ability to successfully complete the Project.

The Offeror must also include 3 references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Project. These references must be from current projects or projects that were completed within the past 7 years. This RFP includes an Offeror Reference Form as Attachment 7 the Offeror must complete this form for each reference.

Each reference shall be willing to discuss the Offeror's performance on the reference project with the evaluation committee.

2. Subcontractor Profile. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by a representative authorized to legally bind the subcontractor, with the following included in the letter:
  - a. The subcontractor's legal name, tax identification number, and principal place of business address;
  - b. Printed name and phone number of the authorized subcontractor representative;
  - c. A description of the Work the subcontractor will perform;
  - d. A certified commitment to perform the Work if the Offeror is selected;

- e. **A certified statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.**
3. **Offeror Performance. The Offeror must provide the following information for this section for the past 7 years:**
- a. **Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.**
  - b. **Whether the Offeror has been assessed any damages in excess of \$100,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the damages, and the amount for each incident.**
  - c. **Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.**
  - d. **Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).**
  - e. **Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.**
  - f. **Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.**

**If the answer to any item in (a) through (f) is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, such an answer and a review of the background details may result in a rejection of the Offeror's Proposal, at the sole discretion of the evaluation committee. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the Project, and the best interests of the State.**

4. **Staffing Plan. The Offeror must provide a staffing plan that identifies all personnel required to perform the Project. The plan must have the following information:**
- a. **A matrix matching each key team member to the staffing requirements in this RFP.**

- b. A contingency plan that shows the ability to add more staff if needed to meet the Project's due date(s).
- c. A discussion of the Offeror's ability to provide qualified replacement personnel.

The Offeror must submit a statement that clearly indicates the time commitment of the proposed Project team, including the Project Manager, to this Project and other projects during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other projects during the term of the Project if the committee believes that doing so will be detrimental to the Offeror's performance.

One of the criteria on which the State will base the award of the Contract is the quality of the Offeror's Project team. Switching personnel after Contract award shall not be permitted without the State's prior written approval.

- 5. Personnel Profile Summaries. Each Proposal must include a profile for each member of the proposed Project team. The profile form is included in this RFP as Attachment 8. Offerors may duplicate this form and complete it for each team member. If additional space is needed for completion of the form for any team member, the Offeror should use the back of the form. Each form must be completed using the format given in the attachment. The various sections of the form are described below.

- a. Name and Title.
- b. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.
- c. References. Provide 3 references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on a project of similar size and scope within the past 7 years. If fewer references are provided, the Offeror must include an explanation. For each reference the following information must be provided:
  - 1. Contact Information. The contact name, phone number, company name, and address. An alternate contact name in the company, address, and phone number shall also be provided, in case the primary contact cannot be reached.
  - 2. Dates of Service. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.
  - 3. Description of the Related Service Provided. Offerors must reiterate the technical experience being described, including the capacity in which the experience was

performed and the role of the candidate in the project. It is the Offerors' responsibility to customize the description to clearly substantiate the candidate's qualification.

**d. Resume. The candidate's resume must follow the completed form.**

6. **Technical Approach. The Offeror must fully describe its approach, methods, and specific work steps for completing this Project and producing the deliverables required under the Contract. The State seeks insightful responses that demonstrate a thorough understanding of the nature of the Project and the Owner's needs and limitations. Recommended solutions should demonstrate that the Offeror would be prepared to quickly undertake and successfully complete the required tasks. The Offeror should describe the Offeror's experience and ability to work in an educational environment and campus setting occupied by a diverse student population.**

The Offeror's work plan should be consistent with its staffing plan, project schedule, support requirements, and other parts of its Proposal.

**For each energy conservation measure ("ECM") listed in the work plan, the Offeror must complete the ECM Form included in this RFP as Attachment 9.**

7. **Project Schedule. The Offeror must provide a detailed Project schedule for significant Project milestones and deliverables. The Project schedule should be delivered as a Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The Offeror must also identify and describe all risk factors associated with the forecasted milestone schedule.**
8. **Support Requirements. The Offeror must describe the nature and extent of the support it requires from the State to accomplish the Project other than what the State has offered elsewhere in this RFP.**

**The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.**

9. **Cost and Savings Summary. This RFP includes a Cost and Savings Summary and Certification Form provided as Attachment 10. The Offeror must fill in all relevant blank spaces in the Cost and Savings Summary and Certification Form in ink or typewritten and not in pencil. The Offeror must initial any alteration or erasure on the Cost Summary Form. A representative who is authorized to legally bind the Offeror must read the certification and sign the form.**

The Offeror must show all Proposal amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Offeror's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

The figures from individual ECM Forms must be summed to equal the figures shown on the Cost and Savings Summary Form. The Offeror must indicate on the Cost and Savings Summary Form:

**Item 1** - Guaranteed minimum average annual energy savings, in today's dollars, based upon the recommended ECM. Savings from electricity, natural gas, water and sewer, propane, diesel fuel, or other fuels may be included on this line. Maintenance savings must not be included in Line 1.

**Item 2** - Fixed total installation payments necessary to achieve the savings of Item 1. This amount must include all costs associated with the Project, including without limitation: design, equipment, material, labor, disposal, warranties, equipment service agreements, and financing costs. The Project must not require capital funds in addition to the Item 2 amount, pursuant to O.R.C. Section 3345.64.

**Item 3** - Estimated time of completion, in consecutive days following the date set forth in the Notice to Proceed. This line will receive no evaluation credit but will become part of the Contract Documents.

10. Guarantee Bond and Performance Bond. Before Contract execution, the Offeror must provide a Guarantee Bond in the amount of the energy savings listed on its Cost Summary Form and a Performance Bond assuring that the Contractor will perform the Work of the Contract. For the purposes of this RFP, the Offeror's Surety must provide a letter of commitment or other written assurance that it will deliver the necessary Guarantee Bond and Performance Bond should this Offeror be selected for the Project.
11. Conflict of Interest. Each Proposal must include a statement indicating whether the Offeror or any Person that may work on the Project through the Offeror have a possible conflict of interest and, if so, the nature of that conflict. The State may, in its sole discretion, reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
12. Financial Requirements. Part of the Proposal evaluation criteria is the Offeror's financial ability to perform the Contract. In order to be

**considered responsive, an Offeror must provide its audited annual financial statements for the past 3 most recently completed fiscal years. A Proposal may be rejected if the Offeror has not demonstrated to the satisfaction of the evaluation committee its financial ability to perform the Contract.**

- 13. Proof of Insurance. In this section, the Offeror must provide the certificate(s) of insurance required by the General Conditions and Supplementary Conditions of the Contract and the Service Agreement.**
- 14. Service Agreement. As a part of the Proposal, and to assure that the Offeror has adequate access to and control over the operation and maintenance of the energy conservation measures to achieve the guaranteed energy cost savings, a separate Service Agreement will be entered into for the ongoing maintenance of the facility operating systems. Attachment 11, Service Agreement Cost Summary Form, is to be provided in this section.**
- 15. Drug Free Workplace Program. Evidence that the Offeror is enrolled and in good standing, prior to submitting a Proposal, in a Drug-Free Workplace Program (“DFWP”) approved by the Ohio Bureau of Worker’s Compensation.**