

**Request for Proposals
Owens Community College**

Owens Community College RFP Number: ENERGY 01

Date Issued: *July 20, 2009*

Owens Community College
requests proposals for:

ENERGY CONSERVATION PROJECT

PRE-PREPOSAL MEETING

August 7, 2009
9 am local time
Room Number: 109
Industrial and Engineering Technologies Building
Owens Community College

PROPOSAL OPENING

October 2, 2009
2 pm local time
Room Number: 109
Industrial and Engineering Technologies Building
Owens Community College

This Request for Proposals consists of 4 Parts and 18 Attachments, totaling 455 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.

PUBLIC REQUEST FOR PROPOSAL ADVERTISEMENT

Request for Proposals (RFPs) will be received by Owens Community College, Oregon Road, Toledo, Ohio for the following Project:

Project No. ENERGY 01
Energy Conservation Project

In accordance with the RFP document prepared by:

Orbital Technical Solutions
2920 Centennial Road
Toledo, Ohio 43617
419-517-4400
419-517-4401
Consultant Contact: Thomas J. Fitzpatrick, P.E.
tfitzpatrick@orbitaltechsolutions.com

RFPs will be received for the following:

Energy Conservation Measure Performance Contract – Campus-wide, design build energy conservation program in accordance with O.R.C. 3345.61 – 3345.65

Service Agreement and Energy Savings Guarantee - Minimum 5 year term campus-wide limited scope service agreement to monitor and verify all energy conservation measures implemented in the Performance Contract

UNTIL October 2, 2009, at 2 PM LOCAL TIME, and will be opened and read publicly at Owens Community College immediately thereafter in the Industrial and Engineering Technologies Building, Room 109. Only the names of the Offerors will be read. No disclosure of the RFP contents will be made at the opening.

A Pre-proposal meeting will be held at 9 AM LOCAL TIME on August 7, 2009 at Owens Community College, Industrial and Engineering Technologies Building, Room 109.

The electronic RFP documents are available at the following web site:

<https://www.owens.edu/procurement/>

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE REVISED CODE APPLIES TO THIS PROJECT. COPIES OF SECTION 153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

**Owens Community College
RFP ENERGY 01**

Table of Contents

		No. of Pages
	Title Page	1
	Bid Advertisement	1
	Table of Contents	1
Parts		
One	Executive Summary	3
Two	General Instructions	4
Three	Evaluation of Proposals	4
Four	Contract Award	2
Attachments		
One	RFP Proposal Format	5
Two	Site Specific Information	1
	Academic Calendar Spring 2009 through Spring 2010	2
	Site and Floor Plans	35
	Lists of Major Equipment	11
Three	Utility Information	1
	Electrical History	4
	Natural Gas History	4
	Water and Sewer History	3
Four	General Conditions of the Contract	54
Five	ECM and Energy Savings Guarantee Requirements	3
Six	Offeror Profile and Information Form	6
Seven	Offeror Reference Form	1
Eight	Personnel Profile Summary	1
Nine	Energy Conservation Measure Form	1
Ten	Cost and Savings Summary and Certification Form	4
Eleven	Service Agreement Cost Summary Form	3
Twelve	Wage Rate Requirements	160
Thirteen	Contracting Definitions	8
Fourteen	Performance Contract and Related Forms	1
	Performance Contract	5
	Delinquent Personal Property Tax Statement	1
	DMA Certification	2
	Performance and Payment Bond	2
	Supplementary Conditions	1
Fifteen	Service Agreement	
	Service Agreement	15
	Guarantee Bond	2
Sixteen	Feasibility Assessment – Integrated Energy Master Plan – Garforth International llc	82
Seventeen	Potential Energy Control Measures	8
Eighteen	Underground Hot Water Piping System Design Information	13
	Total Number of Pages	455

PART ONE: EXECUTIVE SUMMARY

- 1.1 **Purpose.** This is a Request for Proposals (“RFP”) under Ohio Revised Code (“O.R.C.”) Chapter 3345. Owens Community College (“Owner”) is issuing this RFP to solicit competitive sealed Proposals (“RFP 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 Owner 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 Owner, in its sole discretion, refusing to consider the RFP Proposal of the Offeror.**

- 1.2 **Background.** Pursuant to O.R.C. Chapter 3345, the Owner may implement energy conservation measures to significantly reduce energy consumption and operating costs of its buildings. In compliance with O.R.C. Chapter 3345, the Owner 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, and maintenance services. 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 18 attachments, as listed below.

<u>Parts</u>	<u>Attachments</u>
Part 1 Executive Summary	Attachment 1 Proposal Format
Part 2 General Instructions	Attachment 2 Site-Specific Guidelines and Information
Part 3 Evaluation of Proposals	Attachment 3 Utility Information
Part 4 Contract Award	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 15 Service Agreement
	Attachment 16 Feasibility Assessment - Integrated Facility Energy Master Plan – by Garforth International llc
	Attachment 17 Potential Energy Control Measures
	Attachment 18 Underground Hot Water Piping /system Design Information

- 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:	<i>July 20, 2009</i>
Inquiry Period Begins	<i>July 27, 2009</i>
Pre-Proposal Meeting	August 7, 2009 at 9 am Local Time
Inquiry Period Ends:	<i>September 25, 2009 at 4 pm</i> Local Time
Proposal Deadline:	<i>October 2, 2009 at 2 pm</i> Local Time

Estimated Dates

Selection of Finalist:	<i>November 4, 2009</i>
Finalist Agreement to Contract Terms and Conditions and Delivery of all items Precedent to Contract Execution:	<i>November 18, 2009</i>
Approval of Award of Contract by College Board of Trustees:	<i>December 8, 2009</i>
Contract Execution:	<i>December 22, 2009</i>
Project Work Begins:	<i>January 4, 2010</i>

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

- 1.5 **Buildings included in the Energy Conservation Project** – The following buildings are included in the Energy Conservation Project:

Toledo Campus

College Hall (CH)
 Administration Hall
 Health Technologies Hall
 Bicentennial Hall
 Child Care Center
 Alumni Hall
 Facility Services
 Transportation Technologies (TT)
 Industrial & Engineering Technologies (ET)
 Library (LB)
 Audio/Visual Classroom Center (AV)
 Math/Science Center (MS)
 Student Health & Activities Center (SH)
 Center for Fine & Performing Arts (PA)
 Fire Science/Law Enforcement Center
 Founders Hall (formerly PCA Classrooms)

Findlay Campus

Education Center
 Community Education and Wellness Center
 Early Learning Child Care Center

The following buildings are not included in the Energy Conservation Project and are not expected to be added at a later date.

Toledo Campus

Computer Technicians Center
 Transportation Technologies Annex
 Transportation Technologies Modulars
 Law Enforcement Scenario House
 Center for Development & Training (CDT)
 Center for Emergency Preparedness

Findlay Campus

Voorhees House Conference Center
 Maintenance/Safety and Security

1.6 Calculation of Savings Associated with Energy Conservation Measures – The following 2009 utility costs shall be used for calculating dollar savings associated with Energy Conservation Measures. These costs may be escalated 5% per year. The costs for electricity include demand and energy charges.

	Toledo Campus	Findlay Campus
Electricity	0.0661 \$/KWH	0.0918 \$/KWH
Natural Gas	10.90 \$/MCF	10.90 \$/MCF
Water	0.925 \$/CCF	3.30 \$/CCF
Sewer	3.031 \$/CCF	1.73 \$/CCF

The Owner is evaluating joining an electric aggregation group. Membership in this aggregation group may result in a lower cost of electricity. It is unknown if the Owner will realize a lower cost of electricity before or after award of this contract. For the purposes of bidding the Offeror is to use the above stated costs for determining ECM payback.

During the initial evaluation of the Offeror's RFP Proposal, the projected value, if any, of annual impact of the ECMs on operation and maintenance costs will not be included in the financial performance of the Project. The Owner would like to review any projected operations and maintenance savings associated with an ECM, and may request, during the evaluation period that the operations and maintenance savings be included in the Project performance summary

1.7 Service Agreement – It is anticipated that the Owner will enter into a Limited Scope Service Agreement (Service Agreement) with the Contractor. The Contractor's scope of work for the Limited Scope Service Agreement shall include monitoring and verification of the ECMs that have been installed pursuant to the Performance Contract, an annual audit of the energy savings, and an annual submission of an energy savings report to the Owner. The annual audit and annual energy savings reports will be due beginning fifteen months from the issuance of the Certification of Contract Completion, and continuing until the end of this Service Agreement.

1.8 Project Financing – The Offeror is to assume that the Owner will finance the cost of the Project through a ten (10) year loan. There is no intention for the Contractor to finance the project

1.9 Minimum Payback Periods – With the exception of a cogeneration system, ECMs shall have a simple payback of no greater than ten (10) years. A proposed cogeneration system shall have a simple payback of no greater than five (5) years.

PART TWO: GENERAL INSTRUCTIONS

2.1 Documents. RFP Proposal documents may be obtained by contacting:

Thomas J. Fitzpatrick, P.E.
Director of Engineering
Orbital Technical Solutions
2920 Centennial Road
Toledo, OH 43617
Phone: (419) 517-4400
Fax: (419) 517-4401

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 Owner will be represented by both a Consultant and Owner Representative during the RFP Proposal process. Site visits should be arranged through the Owner Representative. The Consultant for this Project is:

Thomas J. Fitzpatrick, P.E.
Director of Engineering
Orbital Technical Solutions
2920 Centennial Road
Toledo, OH 43617
Phone: (419) 517-4400
Fax: (419) 517-4401
Email: tfitzpatrick@orbitaltechsolutions.com

The Owner Representative is:

David J. Basich
Director of Operations
Owens Community College
Oregon Road
P.O. Box 10,000
Toledo, Ohio 43699-1947
Phone: (567) 661-7833
Fax: (567) 661-7850
E-Mail: david_basich@owens.edu

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 3345.61. 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 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 Consultant and Owners Representative as an energy conservation measure.

2.4 Pre-Proposal Meeting. The Offeror is encouraged to attend the pre-proposal meeting, where the Consultant and the Owner will answer questions regarding Site access, Project requirements and Contract Documents. The Consultant will prepare minutes of the pre-proposal meeting, which will be provided to all Offerors present.

2.5 Walk-throughs. A walk-through will be conducted at the conclusion of 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 and should be arranged through the Owner Representative.

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 Consultant will be the sole point of contact during the walk-through at the end of the Pre-Proposal Meeting.

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 Consultant. The Offeror should also submit a copy of the inquiry to the Owner 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 Owner will attempt to respond to all inquiries within seventy-two (72) hours, excluding weekends and state holidays. The Owner will not respond to any inquiries received after September 25, 2009 at 4 pm. **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 Consultant 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 Consultant, or in any manner other than a written response is 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 Owner 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 five (5) days before the RFP Proposal deadline, the Owner 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 September 29, 2009 at 2 pm Local Time. The Owner 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 (Intentionally Left Blank)

- 2.10 Communication Restrictions.** From the release of this RFP until an RFP Proposal is selected and the Contract executed, **Offerors shall not communicate with any Owner 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 Owner initiates during the evaluation process. If an Offeror engages in any unauthorized communication, the Owner may reject that Offeror's RFP Proposal.

- 2.11 Form and Content.** The requirements for the RFP Proposal's formatting and contents are contained in Attachment 1 to this RFP. Each RFP 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 RFP 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 Owner discourages, but does not prohibit, multiple RFP Proposals from a single Offeror. The Owner requires each such RFP Proposal to be submitted separately from every other RFP Proposal the Offeror makes. Additionally, the Offeror must treat every RFP Proposal submitted as a separate and distinct submission and include in each RFP Proposal all materials, information, documentation and other items this RFP requires for an RFP Proposal to be complete and acceptable. No alternate RFP Proposal may incorporate materials by reference from another RFP Proposal made by the Offeror or refer to another RFP Proposal. The Owner will judge each alternate RFP Proposal on its own merits.

- 2.13 Proposal Submittal.** Each Offeror must submit 5 copies of its RFP 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.

RFP Proposals are due no later than October 2, 2009 at 2 pm Standard Time. RFP Proposals must be submitted to:

David J. Basich
Director of Operations
Owens Community College
Oregon Road
P.O. Box 10,000
Toledo, Ohio 43699-1947

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

- 2.14 Acknowledgement.** By submitting an RFP 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 Owner and the Offeror and shall supersede all communications between the parties regarding the Contract's subject matter.
- 2.15 Amendments to RFP Proposals.** Amendments or withdrawals of RFP Proposals shall be allowed only if the amendment or withdrawal is received before the RFP Proposal deadline. No amendment or withdrawal shall be permitted after the RFP Proposal deadline, except as authorized by this RFP.
- 2.16 Public Disclosure.** All RFP Proposals and other material submitted shall become the property of the Owner and may be returned only at the Owner's option. **Sensitive or proprietary information should not be included in an RFP Proposal or supporting materials.** Additionally, all RFP Proposals will be available to the public after the Contract has been awarded, pursuant to O.R.C. Section 149.43.

PART THREE: EVALUATION OF RFP PROPOSALS

3.1 RFP Proposal Opening. The Owner will open the RFP Proposals in a manner that avoids disclosing their contents. After the RFP Proposals are opened, the Owner will prepare a public registry of RFP Proposals containing the name and address of each Offeror. In order to ensure fair and impartial evaluation, RFP 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 Owner may, in its sole discretion, reject any RFP Proposal, in whole or in part if:

- it is delivered after the RFP 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 RFP Proposal fails to meet any requirement of this RFP;
- the Owner believes that the RFP Proposal is not in its interests to consider or accept.

In addition, the Owner may, in its sole discretion and for any reason, cancel this RFP, reject all the RFP Proposals, and seek to perform the Project through a new RFP or other means. The Owner shall not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the Owner 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 RFP Proposals for defects;
2. The evaluation committee's evaluation of the RFP Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations);
4. Negotiations.

Phases 3 and 4 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 Owner reserves the right to allow any Offeror a reasonable opportunity to cure a minor irregularity or technical deficiency in a RFP 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 RFP Proposal.

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

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

3.6 Committee Review. The evaluation committee will evaluate and numerically score each RFP 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 RFP Proposals, or portions of them, reviewed and evaluated by independent third parties or other Owner 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 Owner committees that have subject matter expertise or an interest in the Project.

The evaluation will result in a point total being calculated for each RFP Proposal. The Offeror(s) submitting the highest-rated RFP Proposal(s) may be scheduled for the next phase. The number of RFP 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 RFP 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 RFP Proposal considered.

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

3.7.1. Responsibility, Capability, and Qualifications (20 points). The RFP 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 three (3) years;
- A valid contractor's license from an OBBC 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 an OBBC municipality or county for the preceding consecutive five (5) years, pursuant to demonstration of proof of bonding and insurance.

3.7.2. Qualified Personnel (10 points). The RFP 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 RFP 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 Owner 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 an initial period of five years with a possible extension to 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 RFP 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 RFP Proposal and to ensure a mutual understanding of the RFP 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 Owner reserves the right to conduct negotiations with one or more competing Offerors during the evaluation process. If the Owner determines that negotiations are in its best interests, negotiations will be conducted according to the following:

3.9.1 Owner's Obligations. The Owner 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 Owner's determination will be based upon each Offeror's RFP Proposal.

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

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

The Owner may determine, during negotiations that it is no longer reasonably likely for an Offeror to be awarded a Contract under this RFP. If the Owner makes this determination the Owner will notify the Offeror in writing of its determination to terminate negotiations. The Owner 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 Owner determining that an Offeror is no longer reasonably likely to be awarded a Contract under this RFP, the Owner 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 Owner's best interests. The Owner may reject all RFP Proposals and cancel this RFP at any time during the RFP process.

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

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

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

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

The Owner shall negotiate in good faith.

The Owner must maintain a contract file that contains the basis for each of the Owner'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 RFP Proposals, if the Owner allows additional best and final RFP 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 Owner, 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.

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

Offerors shall not submit a RFP 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 Owner 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 by *November 18, 2009*. Execution of the Contract is further contingent upon the Approval by the Owner's Board of Trustees.

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

The Owner, 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 one hundred and fifty (150) days of the RFP Proposal deadline invalidates the entire RFP Proposal process and all RFP Proposals submitted, unless the time is extended by written consent of the Offeror whose RFP Proposal the Owner has accepted, and the Owner concurs with such an extension.

- 4.3 Cost Adjustments.** If the Contract is awarded within one hundred and fifty (150) days of the RFP 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 RFP Proposal.

If the Contract is not awarded within one hundred and fifty (150) days of the RFP Proposal deadline due to delays on the part of the Owner, the Offeror will be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, financing costs or subcontracts. The Owner shall also be entitled to verifiable decreases in such costs.

If the Contract is not awarded within one hundred and fifty (150) days of the RFP 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 Owner reserves the right to request a certified copy of the Offeror's insurance policies.
- If the Offeror is a foreign corporation, i.e., 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 (form provided in Attachment 14)
- Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization Form ("DMA") (form included in Attachment 14)

- 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.
- 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 RFP Proposal Information used to prepare the Contractor's RFP Proposal for the Contract to the RFP Proposal Information Escrow Agent and attach an RFP Proposal Information Escrow Agreement and Affidavit.