



State of Oklahoma
Department of Central Services
Central Purchasing

Solicitation

1. **Solicitation #:**

2. **Solicitation Issue Date:**

3. **Brief Description of Requirement:**

4. **Response Due Date¹:**

Time: 3:00 PM CST/CDT

5. **Issued By and RETURN SEALED BID TO:**

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. **Solicitation Type** (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")



**State of Oklahoma
Department of Central Services
Central Purchasing**

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature _____ Date

Printed Name _____ Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>
² For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Pencil bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. DEFINITIONS

- B.1.1. "State agency" means any office, officer, bureau, board, commission, counsel, unit, division, body, authority or institution of the executive branch of state government, whether elected or appointed and shall include institutions within The Oklahoma State System of Higher Education and technology center school districts;
- B.1.2. "State facilities" or "facilities" means buildings or assets owned or operated by a state agency which has a heating, ventilation, or air conditioning system or utility services including but not limited to power, gas and water ;
- B.1.3. "Program" means the Oklahoma State Facilities Energy Conservation Program;
- B.1.4. "Director" means the Director of the Office of Management and Enterprise Services; and
- B.1.5. "IPMVP" means the International Performance Measurement and Verification Protocol.
- B.1.6. Behavior Based Program – An energy conservation program that focuses on achieving savings by changing individual and organizational behavior and decision making with regard to energy use.
- B.1.7. Performance Based Program – An energy conservation program that focuses on achieving energy savings through the purchase and installation of more efficient equipment/fixtures/improvements.

B.2. PERIOD OF PERFORMANCE

- B.2.1. The "Agreement Period" will be one year from the date of award with seven (7) one-year options to renew.
- B.2.2. The "Contract Period" for each participating entity (i.e. state agencies, universities, etc...) begins upon execution of a participating agreement between the awarded vendor and the participating entity.

C. SOLICITATION SPECIFICATIONS

C.1. BACKGROUND

The Office of Management and Enterprise Services has been directed by the legislature to create the Oklahoma State Facilities Energy Conservation Program (OSFECP). All state facilities shall be subject to the OSFECP, which includes utilization of the solicitation process to contract for the development and implementation of an organizational behavior-based energy conservation program.

C.2. DESIRED RESULTS

C.2.1. Statement of Intent

The State intends to award a contract with a single vendor to develop and implement a "Behavior Based" energy conservation program for all state entities, as described in SB 1096. This program will:

- C.2.1.1. Be a "Behavior Based" energy conservation program;
- C.2.1.2. Be implemented across all state agencies and their facilities. The program must be made available to all state entities, in coordination with the successful vendor and the Oklahoma State Facilities Energy Conservation Program.;
- C.2.1.3. Target a cumulative energy savings of 20% by the year 2020. The 20% savings will be considered cumulative savings across all state agencies;
- C.2.1.4. Be the vehicle used by all state agencies to meet the objectives and scope of SB 1096;
- C.2.1.5. Facilitate central collection and reporting of data by the State's Energy Program Director using a single software solution. All data collected in performance of this contract is solely owned by the State of Oklahoma.

"Performance Based" programs are outside the scope of this RFP, However, the Director of the Office of Management and Enterprise Services has the authority to develop a separate state-wide plan for capital improvements for "Performance Based" efficiency at a later date. Additionally, the State recognizes that vendor's may have expertise in related services outside the RFP scope that would be beneficial to state agencies, and all value added responses for additional service will receive full consideration, including "Performance Based" services.

C.2.2. Legislative Objectives & Scope

In performance of the contract, the vendor will also be responsible for meeting the following objectives, as required by legislation:

- C.2.2.1. Promote a centralized effort to gather information pertaining to energy use in state facilities and designate knowledgeable personnel to prioritize projects and make recommendations for conservation implementation;
- C.2.2.2. Benchmark state facilities energy usage prior to implementation of the Program and measure energy conservation savings utilizing commercially available energy accounting software that adheres to the IPMVP;

- C.2.2.3.** Target a cumulative energy savings of not less than twenty percent (20%) by the year 2020 when compared to the 2012 fiscal year utility expenditures. The express purpose of the targeted energy savings shall be to capitalize on opportunities for organizational behavior-based energy conservation efforts and existing equipment and building optimization while maintaining or improving the operational environment during times when facilities are occupied;
- C.2.2.4.** When reasonably feasible, consider working with local utilities in implementing energy reduction efforts and to utilize utility demand side management and energy efficiency programs to further capture energy efficiency potential;
- C.2.2.5.** Provide an annual reconciliation of the costs versus the savings resulting from the Program as determined by the Director utilizing the selected energy accounting software;
- C.2.2.6.** Fully fund the Program within existing state agency budgets through savings generated by reducing energy costs;
- C.2.2.7.** Endeavor to utilize, when reasonably possible, existing personnel to implement the Program at state facilities, provided that compensation costs for additional personnel or additional compensation costs for existing personnel dedicated exclusively to implementation of the Program shall be funded from the savings generated by the Program;
- C.2.2.8.** Include implementation of a formalized organizational behavior-based energy conservation program;
- C.2.2.9.** Evaluate existing facility energy accounting systems and determine if the existing systems or a commercially available energy accounting software program will be utilized to measure savings from the Program in a way that adheres to the IPMVP;
- C.2.2.10.** Seek to obtain ENERGY STAR recognition for facilities that comply with the necessary requirements as established by the United States Environmental Protection Agency;
- C.2.2.11.** Provide for an initial fee-free period of not less than twelve (12) months during which foundational elements of the Program are established and energy savings are generated before any fee payments are due to a selected vendor. All participating entities must receive an initial fee-free period, proposed by the vendor, regardless of the date of execution of the entity's participating agreement, ensuring compliance with the objectives stated in C.2.6 (See Section G – Price & Cost); and
- C.2.2.12.** Provide for free ongoing support from the vendor beyond the initial term of the Program, if the state substantially continues implementation of the Program (See Section G – Price & Cost).

D. EVALUATION

D.1. Evaluation Criteria

D.1.1. The State will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the criteria as follows:

Attachment / Section	Description
Attachment A	RFP Cover Page and Checklist
Attachment B	Project Capability Submittal
Attachment C	Project Capability Plan
Attachment D	Risk Plan
Attachment E	Value Added Options
	Interview
Attachment H	Past Performance Information (PPI)

D.2. Description of Evaluation Criteria

- D.2.1.** RFP Cover Page and Checklist - Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)
- D.2.2.** Project Capability (PC) Submittal - The Project Capability Submittal has three components; Project Capability Plan, a Risk Assessment Plan, and a Value added Plan (see Attachments B, C, D, & E).

D.2.2.1. Purpose of PC Submittal

D.2.2.1.1. Assist the Owner in prioritizing Respondents submittals based on their ability to understand and deliver the Project.

D.2.2.1.2. Assist the Respondent in planning what they are going to do before they do it.

D.2.2.1.3. Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

D.2.2.2. PC Submittal Format Requirements

D.2.2.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).

D.2.2.2.2. The PC submittal must not include the proposed cost or proposed duration that the Respondent has identified in the Proposal Form.

D.2.2.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondent must type their responses on the Word template provided.

D.2.2.2.4. The PC submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).

D.2.2.2.5. Failure to comply with any of the PC format requirements may result in disqualification.

D.2.2.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the Owner that the Respondent has expertise for the specific project being proposed on.

D.2.2.2.6.1. Overview of the Project Capability Plan - The Project Capability Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. The Respondent should also identify their "vision" or "plan" on the alignment of their expertise over the duration of the project, minimizing risk by tracking time and cost deviation of the project as a capability. The Respondent should also address cash flow on the project, and how it is integrated into the schedule. All cost and schedule impacts associated with technical capabilities listed below must be included in your base cost/schedule.

D.2.2.2.6.2. Overview of the Risk Assessment Plan - The Respondent should list and prioritize major risk items on this project that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the Owner. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc) .is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction.

D.2.2.2.6.3. Overview of the Value Added Section - The purpose of the Value Added Plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the Owner at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the Owner may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Proposer should list the cost and time impact of its options or ideas. All items should be listed in terms of a percentage of the project cost. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The value added plan is only used when cost is a major factor in the selection. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost.

D.2.3. Interviews - The Owner may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The Owner may interview all critical team members, including (but not limited to):

D.2.3.1. Project Manager

D.2.3.2. Education Coordinator

D.2.3.3. Data Analyst

The Owner may also request to interview additional personnel. The Owner will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the interviews. The Owner may request additional information prior to interviews. All proposed team members must be available in person for interviews on the date specified in this RFP. At Owner's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed. Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

- D.2.4. Past Performance Information - Respondents must prepare and submit a Reference List (Attachment H), Customer Surveys (Attachment H), and Past Performance Information Scores (Attachment H) as outlined in the Past Performance Information Guide (Attachment H). Failure to obtain a PPI score for any of the critical team components may jeopardize your Proposal's competitiveness. Once a respondent and their critical component have finished a best value project, the performance rating on the last project will replace their past performance information on the next project they propose on. The critical team components that will be analyzed in this Project include:

D.2.4.1. Project Manager

D.2.4.2. Education Coordinator

D.2.4.3. Data Analyst

The Owner will evaluate and score each Proposal. The Respondent selected for an award will be the one whose Proposal is responsive, responsible, and is the most advantageous to the Owner, as determined by the Owner in its sole discretion.

D.3. Dominance Check For Cost Reasonableness

- D.3.1. After ranking all of the Respondents based on the selection criteria, weights, and ratings, the Owner will verify if the best prioritized respondent meets the following requirements:
- D.3.1.1. If the highest ranked Respondent is within 10% of the next highest ranked Respondents cost, then the highest ranked Respondent will be selected for the Pre-Award Phase;
 - D.3.1.2. If the highest ranked Respondent's cost is more than 10% greater than the second highest ranked Respondents cost, the Owner reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase.
 - D.3.1.3. If all of the Respondents are above the State's anticipated costs, the Owner may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.
 - D.3.1.4. If the best value Respondent's cost is more than 10% below the average Respondent's cost, the owner reserves the right to proceed to the next prioritized best value Respondent.
 - D.3.1.5. When the owner is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

D.4. Minor Deficiencies or Minor Informalities

- D.4.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- D.4.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

D.5. Clarification/Pre-Award Phase

- D.5.1. The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment F. The intent of this period is to allow the Respondent an opportunity to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre Award Document.

E. INSTRUCTIONS TO RESPONDENTS

E.1. Introduction

- E.1.1. Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only by written amendment approved by Central Purchasing and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read

and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

E.2. Mandatory and Non-Mandatory Terms

- E.2.1. Whenever the terms "shall", "must", "will" or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the respondent's proposal.
- E.2.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.3. Pre-Proposal/ Process Education Meeting

- E.3.1. A meeting will be conducted by OMES to educate prospective firms on this new best value solicitation process. While not mandatory, it is strongly recommended that all firms interested in participating attend this meeting.
 - E.3.1.1.** A notice with a required RSVP will be sent to all firms on the OMES vendor registration list as well as posted on the OMES solicitation website.
 - E.3.1.2.** A deadline will be established for your response confirming your attendance.
 - E.3.1.3.** Written RFP specification questions will be due to the OMES contracting officer no later than 48 hours prior to the listed date and time for the Pre-Proposal / Process Education Meeting.

E.4. Post Pre-Proposal Meeting Questions

- E.4.1. Written questions concerning the solicitation are due by close of business no later than seven (7) business days prior to the bid closing date listed on the cover document of this solicitation.
- E.4.2. Written responses to questions and any amendments (if applicable) shall be published by 2:00pm CDT five (5) business days prior to the bid closing date.
- E.4.3. All questions must be in writing via email to the contracting officer listed on the cover page of this solicitation.

E.5. Preparation of Proposal

- E.5.1. It is the responsibility of the bidder to inquire about any requirements of this RFP that are not understood.
- E.5.2. Information shall be entered on the form provided or a copy thereof.

E.6. Submission of Proposal

- E.6.1. By submitting a proposal, the firm agrees not to make any claims, damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.6.2. If a firm fails to notify OMES of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.
- E.6.3. Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

E.7. Submission Deliverables

- E.7.1. Two (2) sealed hard copies and two (2) CD containing an electronic copy of the proposal must be clearly marked by the vendor's name, solicitation number and date of solicitation closing.
 - E.7.1.1.** All electronic documents must be in one of the following software options:
 - E.7.1.1.1. Microsoft Office Word or Excel
 - E.7.1.1.2. Adobe PDF
 - E.7.1.1.3. Graphic portfolio samples must be in tif, gif or pdf

E.7.2. Proposal Content

E.7.2.1. Completed "Responding Bidder Information" Purchasing Form 076.

E.7.2.2. Completed "Certification for Competitive Bid and Contract" Purchasing Form 004.

E.7.2.3. Evidence of meeting the insurance requirements

E.7.2.4. Acknowledgement of Amendments to the Solicitation (if applicable)

E.7.2.5. Agreements (if any) required by the firm.

E.7.2.5.1. Agreements not submitted with the firm's response will not be considered after Contract Award.

E.7.2.6. Attachment A – RFP Cover Page and Declaration

E.7.2.7. Attachment B – Project Capability Submittal Checklist and Format

E.7.2.8. Attachment C – Project Capability Plan

E.7.2.9. Attachment D – Risk Assessment Plan

E.7.2.10. Attachment E – Value Added Plan

E.7.2.11. Attachment H – PPI Instructions, Reference List & Survey

E.7.2.12. Vendor Cost Proposal

F. OTHER

F.1. Proposed schedule for the solicitation process

NO.	TASK	DATE
1	Educational/Pre-Proposal/Education Meeting	11/15/2012
2	Pre-Education Questions Due	11/20/2012
3	Technical Questions Due	11/27/2012
4	Proposals due	12/17/2012
5	Vendor Interviews	12/21/2012 (Tentative)
6	Pre- Award Kick-off Meeting (scheduled by vendor after addressing risks/concerns, milestone schedule, coordinating with all critical entities)	01/03/2013 (Tentative)
7	Pre-award Period (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre- Award Meeting	01/07/2013 – 01/18/2013 (Tentative)
8	Contract Signing	01/24/2013 (Tentative)

F.2. Explanation of Proposed Schedule (F.1)

F.2.1. Pre-Proposal/Education Meeting

F.2.1.1. The Pre-Proposal/Education meeting will be held on Tuesday, November 15th, 2012 at 10:30AM. It will be held at 2401 N. Lincoln Blvd, Oklahoma City, OK 73105 STE 116. This meeting will also be held by Teleconference with connection details to follow via RFP amendment.

F.2.2. Questions

F.2.2.1. Questions from the Pre-Proposal/Education meeting are due no later than 3:00PM CDT, Friday, November 20th, 2012. Questions are to be emailed to the Contracting Officer listed on the front page of this solicitation. Questions received after this time will not be answered.

F.2.2.2. Technical Questions concerning the RFP are due no later than 3:00PM CDT, Friday, November 27th, 2012. Questions are to be emailed to the Contracting Officer listed on the front page of this solicitation. Questions received after this time will not be answered.

F.2.3. Proposals Due

F.2.3.1. Proposals are due Thursday, December 17th, 2012 by 3:00 p.m. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

F.2.4. Vendor Interviews, Pre-Award Kick-Off Meeting, Pre-Award Period, and Contract Signing will be scheduled with vendors after the RFP has closed, but are tentatively scheduled for the dates above.

G. PRICE AND COST

Vendor responses must include, as a separate attachment, a detailed description of the costs required to meet the desired results described in C.2. of the RFP. The separate cost section will not be included in the total page count.

The State understands that there are a number of potential pricing models. It has been determined that it is not in the State's best interest to limit potential vendors to a single pricing model, however, the State reserves the right to request clarifications during the review process to allow a comparison between multiple pricing models.

Costs associated with "Value Added" options should be listed in the "Value Added" section of the response and should not be detailed in the separate cost section described in Section G.

H. ATTACHMENTS

- H.1. ATTACHMENT A – RFP COVER PAGE & DECLARATION**
- H.2. ATTACHMENT B – PROJECT CAPABILITY SUBMITTAL CHECKLIST & FORMAT**
- H.3. ATTACHMENT C – PROJECT CAPABILITY PLAN**
- H.4. ATTACHMENT D – RISK ASSESSMENT PLAN**
- H.5. ATTACHMENT E – VALUE ADDED PLAN**
- H.6. ATTACHMENT F – CLARIFICATION PRE-AWARD PHASE GUIDE**
- H.7. ATTACHMENT G – WEEKLY RISK REPORT**
- H.8. ATTACHMENT H – PPI INSTRUCTIONS, REFERENCE LIST & SURVEY**