

ADDENDUM NO. 1

OHIO TURNPIKE COMMISSION

682 Prospect Street
Berea, Ohio 44017

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL SERVICES FOR AN ASHRAE LEVEL 2 ENERGY
AUDIT AND REPORT**

ISSUE DATE:
NOVEMBER 30, 2012

INQUIRY END DATE:
5:00 P.M., (EST), DECEMBER 13, 2012

OPENING DATE:
2:00 P.M., (EST), DECEMBER 21, 2012

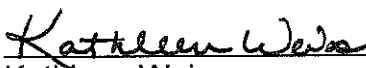
ATTENTION OF RESPONDING FIRMS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH
5:00 P.M., DECEMBER 7, 2012

MODIFICATION TO THE RFP
Revised Page 20

Issued by the Ohio Turnpike Commission on December 10, 2012. Issuance authorized by Richard Hodges, Executive Director and Kathleen Weiss, General Counsel.


Richard Hodges
Date 12/10/12


Kathleen Weiss
Date 12/10/12

Q#1 Would the real needs to the OTC commission be better served if the RFP only required ASHRAE level 1 energy audits? Level 1 energy audit focus on low cost /no cost energy conservation measures and can touch on ROI opportunities. Our bid in June 2012 for a similar OTC SOW outlined , ASHRAE level 2 energy audits are not cost justified unless the OTC intends to start making serious investments in the near term in energy related improvements. For this reason we provided some voluntary alternates to limit the N5000 RFP SOW and thereby save the OTC money while fulfilling the OTC's utility cost control goals. The level 1 energy audit will document 'energy conservation measures' (ECMs , also called Energy Efficiency Measures / EEMs) that can be done in-house with OTC staff and moderate investments. Some level 1 EEMs could also be selectively bid such as lighting retrofits. The EEMs recommended by these four energy audits could be applied to the OTC's 60 buildings as energy management best practices.

A#1 The Commission has considered the alternatives, and has determined that an ASHRAE Level 2 Energy Audit is appropriate and necessary at this time.

Q#2 The 11/30/12 OTC RFP (unlike the N5000 issued last summer) requires \$1M in Professional Liability Insurance in addition to the standard Commercial General Liability Insurance and Commercial Automobile Liability Insurance. Professional Liability Insurance is a common requirement for 'engineering' firms that are providing 'design' services. Professional Liability Insurance is not a customary requirement to conduct consulting services such as energy audit delivered by a Certified Energy Manager (CEM), Certified Energy Auditor (CEA) or PE. The current RFP for energy audits does not require the vendor to 'design' anything , only to provide EEMs recommendations. While we can obtain Professional Liability insurance for the OTC 4 energy audits for an extra \$7500 / year, we have not needed that expense for our prior 1,000+ energy audits in 34 states over the past 31 years (including local/state/federal govt. projects and public / private projects).

A#2 The type of services provided for under the RFP should not result in any type of error or omission that would require a claim under a professional liability policy. Therefore, the professional liability insurance requirement can be deleted from the RFP The Commission is amending the insurance requirements with this Addendum No 1

Q#3 Can you tell me the anticipated start and completion date for this project?

A#3 The anticipated award date is early January 2013 See PART XIV of the RFP. Each Proposal must contain a "proposed Schedule identifying deliverable items to be submitted as evidence of completion of each task and/or subtask." See paragraph B in PART IX of the RFP. Then, "the Selected Firm shall perform all services and deliver the

Final Report completed within 90 days of the Agreement's execution." See Part VII of the RFP. However, the Proposal may contain "any concerns or requested adjustments related to the Scope of Services set forth in the RFP." See paragraph F in PART IX of the RFP.

Q#4 *I am in receipt of a RFP for an ASHRAE Level 2 Energy Audit and Report for 4 Commission buildings. Brewer-Garrett has an interest in responding to this request IF the energy conservation measures will be implemented in a performance contract. Our business model is centered around implement solutions to these types of request more so than completing ASHRAE studies. Can you provide me feedback as to if this is a possibility.*

A#4 *The intent of this RFP is to obtain responses for an Energy Audit, Report and perhaps Additional Professional Services. The findings of the ASHRAE Level 2 Energy Audit Report will help the Commission to identify and prioritize energy conservation efforts. However, the actual implementation of energy conservation measures is not part of this RFP. Any solutions the Commission implements based on the study will occur under a separate procurement process.*

MODIFICATIONS VIA ADDENDUM NO. 1 TO THE RFP FOR AN ASHRAE LEVEL 2 ENERGY AUDIT AND REPORT

The following changes are made to the RFP for Contract No. 77-13-0:

Deletions are shown with ~~strikethrough~~ text.
Changes/Additions are shown with ***bold italicized*** text

Section Q of PART XV – GENERAL TERMS AND CONDITIONS is modified by deleting the first full paragraph on Page 20 of the RFP is modified as follows:

~~The Selected Firm shall purchase and maintain Professional Liability Insurance, in an amount not less than, \$1,000,000 each occurrence, and \$1,000,000 aggregate.~~

(BIDDERS ARE ADVISED TO UTILIZE THE ATTACHED REPLACEMENT PAGE).

use of all owned, non-owned, and hired automobiles including mobile equipment in an amount of not less than a Combined Single Limit of \$1,000,000 for Bodily Injury and Property Damage.

~~The Selected Firm shall purchase and maintain Professional Liability Insurance, in an amount not less than, \$1,000,000 each occurrence, and \$1,000,000 aggregate.~~

The Ohio Turnpike Commission shall be endorsed as an additional insured on the Commercial General Liability and Commercial Automobile Liability policy or policies. The insurance policy or policies shall be primary and non-contributory. The above-described certificates of insurance shall be delivered to and remain in the custody of the Commission and each shall be in form and words satisfactory to the Commission's Risk Management Coordinator. The Selected Firm shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

R. Indemnification

i. **General.** The Selected Firm agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Commission, Commission members, Executive Director, Deputy Directors, officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by,