



REQUEST FOR PROPOSALS

WarmUp Cincy Tenant Energy Efficiency Program

DUE DATE: October 18, 2021 at 4:00 PM ET

RFP NUMBER: RFP810OESWARMUP

ACCEPTANCE PLACE: <https://cincinnati-oh.bonfirehub.com/>

All proposals must be submitted electronically via the City's Bonfire portal at the above link. Responses submitted by hard copy, mail, or e-mail will not be accepted. See "RFP Submissions" for more details.

Requests for information related to this solicitation should be directed to:

Isabel Harney, Buyer, at: isabel.harney@cincinnati-oh.gov

Issue Date: 08/30/2021

NOTE: The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at <https://vss.cincinnati-oh.gov/vssprod/Advantage4>.

**REQUEST FOR PROPOSAL
FROM THE CITY OF CINCINNATI
WarmUp Cincy Tenant Energy Efficiency Program**

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code (CMC), Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall manage and administer the WarmUp Cincy Tenant Energy Efficiency Program (Program). Eligible applicants must be experienced in the provision of a similar or equivalent program designed to assist low-income renters in Cincinnati. The City of Cincinnati will undertake award negotiations with those applicants whose proposals demonstrate the capacity for performing essential administrative services. An award of contract is contingent upon the approval of the City Manager. The City of Cincinnati reserves the right to reject any and all proposals received through this RFP announcement. A pre-proposal conference will be held for this RFP.

GENERAL BACKGROUND AND INFORMATION

The City of Cincinnati seeks to assist low-income Duke Energy Ohio customers by addressing the issue of energy burden, resilience, and programmatic service gaps for households at or below 200% of the federal poverty limit in multifamily structures.

A national report by American Council for an Energy Efficient Economy (ACEEE) identified Cincinnati as having one of the highest energy burdens for low-income and underserved communities out of 48 major metro centers across the country. Energy burden is defined as the percentage of a household's annual gross income that goes toward payment of annual utility costs (electric, natural gas, or other heating fuel). The ACEEE report ranked Cincinnati as having the:

- 8th highest energy burden for low-income residents,
- 9th highest energy burden for all households, and
- 8th highest energy burden for renters.

In response, Greater Cincinnati Energy Alliance conducted a neighborhood energy burden analysis for the City to provide recommendations on how to address the 2018 Green Cincinnati Plan goal to reduce household energy burden by 10% in five years. The [report](#) found that high energy burdens are not evenly distributed across Cincinnati. Sixteen (16) neighborhoods have energy burden levels greater than 6%, which is considered the threshold measure for energy poverty. More than 60% of Cincinnati residents are renters and Cincinnati faces barriers to implementing energy efficiency programs in multifamily buildings. Therefore, the Plan commits the City to achieve its energy burden goal by targeting multifamily properties for energy efficiency improvements. A follow up [report](#) published in 2020 by the University of Cincinnati highlights the need to improve multifamily residential building energy performance and reduce household energy burden in Cincinnati.

On October 30, 2019, the City of Cincinnati and Duke Energy Ohio signed a Memorandum of Understanding (MOU) to create a partnership to develop and deliver energy efficiency programs to Duke Energy Ohio low-income electricity customers at or below 200% of the Federal Poverty Limit (FPL). The programs are funded by a Duke Energy Ohio rate case settlement that provides the City with \$250,000 annually for approximately five years beginning in 2019. In February 2020, the Office of Environment and Sustainability (OES) used a portion of those funds to launch the WarmUp Cincy

Tenant Program, a demonstration program based on the Duke Energy MOU guidelines to deliver electric energy efficiency programming to Cincinnati renters at or below 200% FPL.

The WarmUp Cincy Tenant Program provides income-eligible Duke Energy Ohio electricity customers living in multifamily buildings with:

- An in-home energy assessment to evaluate where electric savings can be had,
- A custom, home energy strategy for the family with tips on how to increase efficiency,
- Installation of energy efficiency products to realize savings as identified in the assessment
- An energy efficiency education program that is available in print or online, and
- Up to \$500 in assistance for their Duke Energy Ohio electric account.

The services provided as listed above can be negotiated and facilitated in a different manner as long as still in alignment with the intended use of funds.

The Office of Environment and Sustainability is issuing an RFP to select a qualified offeror to manage and implement a low-income tenant Energy Efficiency Program. After selecting such an Offeror, the City Manager is authorized to execute an agreement between the Offeror and the City which implements the WarmUp Cincy Energy Efficiency Program (the "Agreement").

The City will award up to \$180,000 for the management and implementation of the WarmUp Cincy Tenant program from December 1, 2021 through November 30, 2022 which includes the 2021-2022 winter crisis period in Ohio. The goal of this program is to reduce energy burden for low-income renters, empower these families with basic energy efficiency knowledge, and help accomplish the 2018 Green Cincinnati Plan goal of reducing household energy burden by 10%.

SCOPE OF SERVICES/SPECIFICATIONS

The goal of the program is to reduce energy burden for low-income renters, empower participating families with basic energy efficiency knowledge, and help accomplish the 2018 Green Cincinnati Plan goal of reducing household energy burden by 10%. Proposals should present the manner in which the Offeror intends to deliver the maximum net energy savings for the greatest number of income-eligible tenants.

Proposals for the WarmUp Cincy Tenant Program will provide income eligible Cincinnati renters with the following but not limited to:

- delivering an in-unit electric energy assessment,
- a customized electric energy efficiency strategy,
- in-unit electric energy upgrades,
- energy efficiency education, and
- electric bill assistance for participating families.

The eligibility criteria for families to participate are:

- Households must be Duke Energy Ohio electricity customers and the account must be in the name of the participant. Participating families will provide the most recent 12 months of utility bills or access to their utility bills as a participant of the program;
- Households must have income at or below 200 percent of the federal poverty level;
- Households must reside in a multifamily (2 units or more) structure located in the City of Cincinnati;
- Families are eligible for incentive electric bill assistance after completing the education

program and/or the in-unit activities of in-unit assessment, upgrades, and energy strategy.

Only apartment units that have not been previously upgraded in the WarmUp Cincy program are eligible to receive the in-unit assessment and upgrades. Families are only able to participate in the education program once.

Upgrades and energy efficiency measures must directly impact electricity costs of participating families and cannot be related to natural gas or propane. A list of recommended measures and upgrades is found in ATTACHMENT 6.

Program administration cannot exceed 10% of the budget.

The Offeror will report quarterly and cumulative year-to-date data and submit program progress reports in line with performance-based contract reporting, in a form acceptable to the City. Reporting shall include, but is not limited to the following data:

General Program Information (quarterly and cumulative)

- Number of families enrolled in program;
- Number of families that have completed both the education and upgrade elements of the program;
- Number of families that received any amount of electric bill assistance;
- Number of families that have received energy strategies;
- Number of families that have completed only education program;
- Number of families that have completed only upgrades program.

Tenant/Household Information

- First and Last Name (must match name on Duke Energy account)
- Address
- Neighborhood
- Zip Code
- Contact information either email and/or best phone number
- Verified income level that is at or below 200% federal poverty level
- Duke Energy account number
- Number of people living in unit

Energy Efficiency Upgrade Information

- The type of energy efficiency upgrades or measures installed in each unit;
- Quantity of each upgrade or measure installed in each unit;
- Estimated energy savings per year per family with upgraded energy efficiency materials, equipment, or appliances using the Technical Reference Manual (TRM) Scoring tool to provide consistent and transparent savings estimates. The State of Ohio Energy Efficiency Technical Reference Manual, 2010 can be found at <http://dis.puc.state.oh.us/DocumentRecord.aspx?DocID=be39455f-350c-43a3-8d46-971563809a01>.

Education Information

- Number of families that have received education program materials;
- Number of families that have completed education program.

Application Process

Eligibility:

To be eligible for investment by the City in the facilitation of WarmUp, the offeror(s) must meet all requirements listed below. Offerors may choose to partner with other qualified firms to better meet the requirements of this RFP. Partnerships must be presented as a Prime-subcontractor relationship for the purposes of contracting and all mandatory subcontracting goals must be met in order for the proposal to be considered responsive.

- Demonstrate experience operating programs working at least in part with households at or below 200% of the federal poverty level OR have a partnership established (new or existing) with an organization that does;
- Demonstrate experience installing energy efficiency and/or weatherization materials, appliances, and repairs OR have a partnership established (new or existing) with an organization that does;
- Demonstrate the financial and management capacity to carry out the work as detailed in its project application;
- Have the ability to serve and operate programs on a citywide basis;
- Not be on the City of Cincinnati's Debarred Vendor list and must be in compliance with any other contractual obligation currently held with the City;
- Not currently be indebted to the Federal Government, State of Ohio, or the City of Cincinnati for nonpayment of taxes, fines, judgement, liens, or fees.

Priorities:

Selection for WarmUp investment will be influenced by the following priorities:

- Presents a clear capacity to deliver the maximum net energy savings for the greatest number of income-eligible tenants;
- Demonstrates a strong capacity to track and report on program and financial outputs and outcomes
- Demonstrates experience managing large contracts and highly-regulated funding streams;

For profit and nonprofit entities are eligible to apply. Organizations with a specialty in one part of WarmUp, but not both, are encouraged to consider submitting a collaborative application. The offeror(s) can be, but do not need to be, based or located in the City of Cincinnati.

TERM

The term of this Agreement shall commence on the effective date of the Agreement. The program is to be executed approximately from December 1, 2021, through November 30, 2022, which includes the 2021-2022 winter crisis period in Ohio. By mutual consent of the City and the Contractor, the contract may be renewed for two (2) additional Twelve (12) month periods ending 36 months from the effective date of the Agreement for a total of three (3) years, upon written notice to the Contractor from the City Manager or his/her designee.

QUALIFICATIONS

The eligible Offeror must demonstrate the experience, financial and management capacity to carry out the work as detailed in its project application. In addition, they must have:

- Minimum of one (1) year of experience operating programs specifically serving households at or below 200% of the federal poverty level and/or making energy efficiency upgrades;
- Demonstrated cultural competency, particularly supporting vulnerable communities such as

- immigrants, refugees, people with disabilities, and single parent households;
- Demonstrated experience with processes to verify residential addresses and income levels;
- Experience delivering educational programming in person, online or in print to families at or below 200% of the federal poverty level;
- Demonstrated experience installing energy efficiency and/or weatherization materials, appliances, and repairs;
- Capacity to track program outputs and outcomes;
- Demonstrated experience in leveraging existing resources with new funding to expand impact;
- Ability to serve and operate programs on a citywide basis;
- Experience in program reporting, including fiscal, programmatic, and outcomes reporting
- Experience managing large contracts and highly regulated funding streams;
- Financial solvency and administrative capacity to operate a program as described by this RFP;
- Demonstrated track record of being an equal opportunity employer, without any founded charges of unfair hiring or promotions within the past ten years;
- Not on the City of Cincinnati's Debarred Vendor list;
- Compliance with any other contractual obligation currently held with the City; and
- Not currently indebted to the Federal Government, State of Ohio, or the City of Cincinnati for nonpayment of taxes, fines, judgement, liens or fees.

Offerors may choose to partner with other qualified firms to better meet the requirements of this RFP. Partnerships must be presented as a Prime- subcontractor relationship for the purposes of contracting and all mandatory subcontracting goals must be met in order for the proposal to be considered responsive. If your partnership (prime-subcontracting) is not able to meet the qualifications and the mandatory subcontracting goals, your proposal may be deemed non-responsive.

TIMETABLE

Milestones for the process are:	Date
Release of RFP	08/30/2021
Date of Pre-Submission meeting	09/22/2021 at 4:00 PM ET
Deadline for written questions	09/10/2021 at 4:00 PM ET
OFFERORS SUBMIT PROPOSALS	10/18/2021 at 4:00 PM ET
City initiates negotiations with preferred Offeror (approx.)	11/01/2021

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing no later than **September 10, 2021 at 4:00 PM ET**. Questions and clarification requests may be emailed to Isabel Harney at isabel.harney@cincinnati-oh.gov or submitted through the Bonfire portal at <https://cincinnati-oh.bonfirehub.com/>. If emailing, please reference "RFP810OESWARMUP, WarmUp Cincy Tenant Energy Efficiency Program" in the subject field of the message.

Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications regarding this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

NON-MANDATORY PRE-SUBMISSION MEETING

The City will hold a virtual, non-mandatory pre-submission meeting on **September 22, 2021** beginning promptly at 4:00 PM Eastern Standard Time.

Date: 09/22/2021

Time: Meeting begins online promptly at 4:00 PM ET

Link to Register for Meeting: The link will be emailed to registered offeror(s). See instruction on registration below:

A. Registration is required for potential Offerors planning to attend. Offerors should email Isabel Harney at isabel.harney@cincinnati-oh.gov no later than **Thursday, September 16 at 12:00 PM ET**. Please reference "RFP810OESWARMUP – Pre-submission meeting" in the subject field of the message. Failure to register within the deadline may result in the offeror(s) not being admitted to the pre-submission meeting.

B. The pre-submission link will be provided to registered attendees by **Monday September 20, 2021**. Registered attendees are responsible for checking their inbox (clutter, junk, spam, etc.) for email communication sent by the City.

C. Questions received by the September 10th deadline may be addressed at the pre-submission meeting, with follow up by Addendum. During the pre-submission meeting, the City may provide answers to any questions received and hold an open discussion regarding the project. Oral responses during the conference shall not be binding on the City.

PREVENTING UNFAIR COMPETITIVE ADVANTAGES

Fairness and transparency in the procurement process require that Offerors competing for a specific project do not derive a competitive advantage from having provided services related to the project/contract/work assignment in question. To that end, pursuant to Administrative Regulation No. 62 and the City's RFP Manual, a firm, and each of its affiliates, hired to provide services for the preparation or implementation of a project shall be disqualified from any subsequent procurement solicitation to provide goods, works, or services resulting from or directly related to the firm's services for such preparation or implementation, unless an exception is made by the City Manager in writing.

RFP SUBMISSIONS (Public Records Requirements)

The Offeror shall develop a written response to this RFP structured to comply with Section II of this RFP.

While each proposal will be considered objectively, the city assumes no obligation to accept to take action on any proposal. The City assumes no liability for any costs incurred in preparing or submitting any proposals.

An electronic Proposal **must** be submitted through the City's Bonfire portal at <https://cincinnati-oh.bonfirehub.com/>. **Responses submitted by hard copy, mail, or e-mail will not be accepted.**

Important notes:

- Logging in and/or uploading your file(s) does not mean your response is submitted. Offerors must successfully upload all file(s) and **must** click the submit button before closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your Statement of Qualifications.
- If a requested file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take time, depending on the size of the file(s) and your internet connection speed.
- Please note the type (.doc, .pdf, etc.) and number of files (one only or multiple) allowed. The maximum file size for upload is 1,000 MB. Please do not embed any documents within your uploaded files as they will not be accessible or evaluated.

For technical questions or issues related to your submission, please contact Bonfire directly at support@gobonfire.com or 1 (800) 354-8010, ext. 2. The support team is available Monday-Friday, 8:00 a.m. – 8:00 p.m. ET. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

The **deadline** for responding to this RFP and for submitting all related materials is:

October 18, 2021 at 4:00 PM ET

Late proposals will NOT be accepted.

Proposals can be withdrawn at any time until the deadline date, at which time proposals will be considered firm and become the property of the City and will not be returned. Offeror must login to Bonfire to withdraw their submission through the system. If resubmitting, Offeror is responsible for submitting prior to the closing time and receiving a new email confirmation receipt. By responding to this RFP, Offerors waive any challenge to the City's decisions.

By submitting this Proposal, Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations is subject to the limitations of this paragraph. Offeror's Proposal may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. Confidential proprietary material must be clearly identified by the Offeror as "trade secret" and easily separable from the rest of the Proposal. The Offeror recognizes and agrees that the City is not responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Upon receipt of a public records request for which any document clearly marked by Offeror as "Trade Secret" is responsive, the City will notify Offeror of its intent to release records to the requestor. Offeror shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

Offerors submitting proposals in response to and consistent with this RFP shall submit the required or miscellaneous forms in accordance with Section IV of the RFP.

SELECTION PROCESS AND AWARD CRITERIA

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code (CMC). The City will award a contract to the successful Offeror considering the total requirements for this procurement and what is "Most Advantageous to the City" in accordance with CMC Chapter 321.

The City's Selection Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The Selection Committee will submit its finding to the Chief Procurement Officer as to which proposal(s) is/are "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below. The Chief Procurement Officer will review the Selection Committee's findings and will then submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-65.

Offerors may choose to partner with other qualified firms to better meet the requirements of this RFP. Partnerships *must* be presented as a Prime-subcontractor relationship for the purposes of contracting and all mandatory subcontracting goals must be met in order for the proposal to be considered responsive.

1. **Capacity and Experience** - *Information provided should demonstrate the experience of the offeror(s) providing both energy efficiency upgrades and education as well as working to support residents living at or below 200% FPL. Offeror(s) must clearly express the ability to participate, manage, and implement the program as set forth.*
2. **Program Design and Scope of Work** - *information submitted will offer detailed plans for delivery of the program, implementation efforts and administrative services. If submitting with a Prime-subcontractor relationship, this section must include details around roles and responsibilities of each.*
3. **Program Budget** - *information submitted provides an overall account of project costs and description of administrative and program costs.*
4. **Economic Inclusion** - *one of the factors the City uses to determine the most advantageous offer is whether an owner subcontracted the minimum percentage of its bid to qualified City-certified M/WBEs. Failure to meet or exceed the subcontracting participation level may cause a proposal to be rejected as non-responsive.*

Additional details regarding required components can be found in Section II – Proposals. The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their proposals.

PROCESS FOR ENTERING INTO AGREEMENT

The Offeror(s) whose proposal is/are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to negotiate with the intent to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror whose proposal is found to be the "Most Advantageous" to the City.

The Offeror should be prepared to begin contract negotiations upon submitting a proposal. If the

Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFP. The City reserves the right to reject any and all proposals in total or by components.

The City reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) is Most Advantageous to the City, as a result of this RFP process.

ADDITIONAL INFORMATION

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code.

CONTRACTOR REGISTRATION

The Offeror awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <https://vss.cincinnati-oh.gov/vssprod/Advantage4> to register.

CHANGES AND ADDENDA TO RFP DOCUMENTS

It shall be the Offeror's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such changes or addenda.

Offerors may download all addenda and other RFP documents from the City's Vendor Self Service portal (<https://vss.cincinnati-oh.gov/vssprod/Advantage4>) and should frequently return to the site to monitor for project-specific updates and addenda.

Equal Employment Opportunity Program: A summary of the City's Equal Employment Opportunity Program is included in the RFP Section III. Equal Employment Opportunity (EEO) Form (DEI147) is referenced in the RFP Section IV. It does have to be signed and returned with Proposals. The successful Offeror will be required to complete the DEI 147 at contract execution.

Living Wage: A summary of the City's Living Wage requirements is included in the RFP Section III. The Living Wage Affidavit is referenced in the RFP Section IV. It does have to be signed and returned with Proposals. The successful Offeror will be required to complete and submit this Affidavit with proposals.

Non-Discrimination Policy: A summary of the City's Non-Discrimination Policy is referenced in the RFP Section IV.

MBE and/or WBE SUBCONTRACTING GOAL

The MBE subcontracting goal for this RFP is 4%.

One of the factors the City uses to determine the most advantageous offer is whether an Offeror subcontracted the minimum percentage of its bid to qualified City-certified M/WBEs. Failure to meet or exceed the subcontracting participation level may cause a proposal to be rejected as non-responsive.

The “MBE/WBE Inclusion Packet” which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>. When on the aforementioned webpage, please click on the weblink called “MBE/WBE Inclusion Packet” to download and access the appropriate forms.

Offeror is responsible for verifying that each M/WBE to be used on a contract is certified by the DEI as of the proposal due date. The M/WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

Offerors may choose to partner with other qualified firms to better meet the requirements of this RFP and the mandatory subcontracting goals. Partnerships must be presented as a Prime-subcontractor relationship for the purposes of contracting and all mandatory subcontracting goals must be met in order for the proposal to be considered responsive. If your partnership (prime-subcontracting) is not able to meet the qualifications and the mandatory subcontracting goals, your proposal may be deemed non-responsive.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any firm or person on the list. It is Offeror’s responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

Offerors may contact the Department of Economic Inclusion (DEI) for questions on the Economic Inclusion packet by emailing DEI at DEI@cincinnati-oh.gov and/or calling the main line at 513-352-3144.

II. PROPOSALS

CONTENT AND FORM OF PROPOSALS

The proposal must be signed by a person who has legal authority to contractually bind the Offeror. To achieve an equitable review process and a degree of uniformity, proposals should be organized in the following order and contain all the following information:

1. **Letter of Interest:** Offerors should provide one (1) official Letter of Interest from the entity proposing to lead the project with the name, title, company, address, and phone number of the main point of contact. The letter should be addressed to the City of Cincinnati, Office of Environment and Sustainability and should summarize the Offeror's interest in the RFP and intent to submit a Proposal for this RFP process. (Maximum 1 page)

2. **Capacity & Experience of Offeror:** Offerors should provide the following information to demonstrate their ability to provide administrative services to carry out the WarmUp Cincy Energy Efficiency Program (Maximum 3 pages):
 - a. **Offeror Credentials:** Provide a narrative describing the Offeror's background, history, relevant experience, including comparable services administered and reporting on project success metrics by the Offeror.
 - b. **Team Members:** State the names, titles, roles or responsibilities, and brief profile of key members of your team, including any subcontractors. Provide a resume for each team member in an Appendix.
 - c. **Offeror's Legal Structure:** Provide evidence of corporate status including, where applicable, Articles of Incorporation or a partnership certificate and/or agreement. In addition, identify by name and title entities holding and ownership interest of 20% or more.
 - d. **Authorized Negotiators:** Include the name(s) and telephone number(s) of personnel authorized to negotiate the proposal agreement and subsequent contracts with the City.

3. **Program Design and Scope of Work**
 - a. **Statement of Work to be Performed:** Offerors shall develop a written response to this RFP that is complete, thorough, and ready to be transferred to a formal agreement. State in succinct terms, your understanding of the program's purpose and intent; and how you plan to carry out the intent of the program. The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation. (Maximum 1 page)
 - b. **Management Summary:** Describe in narrative form how the program will: (Maximum 1 page)
 - Be managed to achieve the maximum net energy savings for the greatest number of income eligible tenants,
 - Work with existing or proposed partnerships to perform this scope of work; and
 - How the program will be evaluated and quality assurance measures.
 - c. **Work Plan:** Describe your technical plan for program delivery. The work plan must identify processes for: (Maximum 3 pages):
 - Verifying income level and City residency,

- Bill assist payments,
 - Program intake of participants,
 - Conducting In-unit assessments,
 - In-unit upgrades of energy efficiency measures (as listed in ATTACHMENT 6 or provide recommended efficiency measures list in same table format), and
 - Providing an energy efficiency education program to participating families (as listed in ATTACHMENT 7 or provide recommended improvement measures for delivery and impact)
 - Marketing/outreach efforts specifically to renters in high energy burden communities and/or energy burdened buildings,
 - Reporting program status, administrative services, and
 - A timeline for and any other information relevant to the execution of the program.
- 4. Proposed Program Budget:** Include a proposed budget narrative identifying the Offeror's programmatic expenses and administrative costs. Along with a budget table (or other format) showing clearly defined sections that calculate totals for programmatic and administrative expenses. In considering proposals, the City will strongly favor those which have low administrative costs (10% of total project budget maximum), as the desire is to maximize funding for disbursement to program recipients to the greatest extent possible.
- a. **Revenue/Expenses:** Provide basic information about revenue and expenses for the Offeror's most recent fiscal year. This should include total revenue and expenses for the entire organization or organizations.
- 5. Economic Inclusion:** Submit with proposal the Economic Inclusion Packet (Attachment 4). One of the factors the City uses to determine the most advantageous offer is whether an owner subcontracted the minimum percentage of its bid to qualified City-certified M/WBEs. Failure to meet or exceed the subcontracting participation level may cause a proposal to be rejected as non-responsive.
- 6. Required Forms from Section IV (last section of RFP)**

EXCEPTIONS

The proposal shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFP or a statement indicating any exceptions thereto subject to negotiations.

III. CONTRACT TERMS AND CONDITIONS

The Offeror's response to this Request for Proposal (RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. The City assumes no obligation to pay, and will not pay, a contractor for any work and/or services performed by a subcontractor on the contract prior to the City Manager's approval of that subcontractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

In the event the Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The Professional Service Subcontractor Approval Policy and Procedures and the Approval Request Form is available at <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to

provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being non responsive.

AMERICANS WITH DISABILITIES ACT

The City of Cincinnati is committed to supporting the Americans with Disabilities Act. Please contact the City's Office of Aging and Accessibility if you require any special accommodations.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE

This contract is subject to and Contractor shall comply with the provisions of the Minority and Women Business Enterprise (M/WBE) Program contained in Chapter 324 of the Cincinnati Municipal Code. Section 324-99 of the Cincinnati Municipal Code is hereby incorporated by reference into this contract.

The Contractor shall utilize best efforts to recruit and maximize the participation of certified MBEs and WBEs. This includes the use of practices such as dividing large contracts into smaller contracts when economically feasible.

The M/WBEs must be certified under the appropriate City commodity code by the time of the proposal closing.

Information regarding the City's M/WBE program and a directory of certified firms can be found at the following website: <https://cincinnati.diversitycompliance.com>.

CONTRACTOR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

ONLINE REPORTING

A. The Contractor shall provide to the City, prior to commencement of [construction of the improvements] [the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the [Owner][Contractor][Vendor] shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

B. The Contractor agree to take at least the following affirmative steps:

1. Including qualified MBEs and WBEs on solicitation lists.
2. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE and WBE participation.
3. When needs permit, establishing delivery schedules which will encourage participation by MBEs and WBEs.

C. The Contractor must periodically document its best efforts and affirmative steps to meet the above MBE and WBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Contractor pursuant to Section 2921.12, Ohio Revised Code.

LIVING WAGE PROVISIONS

This contract is subject to the Living Wage provisions of the Cincinnati Municipal Code (CMC), Chapter 317. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) as follows:

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of **\$12.80** per hour with health benefits (as defined) or otherwise **\$14.44** per hour. Such rate shall be adjusted annually pursuant to the terms of the CMC 317.
- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of **\$16.38** per hour, regardless of whether the employer provides health care benefits.

Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies.

PROMPT PAY

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

EVALUATION, REPORTS, INFORMATION AND AUDITS

The Contractor agrees to participate fully in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain

all financial and administration records for a period of three years after the expiration or termination of this Agreement and shall permit the City or any of its representatives or auditors access to such records.

HOLD HARMLESS

The Contractor shall protect, defend, and hold harmless the City of Cincinnati, its agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City named as an additional insured on the Comprehensive General Liability and Automobile Liability Insurance policies, and the policies shall waive subrogation against the City.

The Contractor shall furnish to the City Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City.

CONFLICT OF INTEREST

- A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement, and the Contractor shall take appropriate steps to assure compliance with this provision.
- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement.
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

CONFIDENTIALITY

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

PROPRIETARY MATERIALS

The City acknowledges that in the course of performing services, the Contractor may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtain no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Contractor acknowledges that in the course of performing services for the City, the materials and information produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

WARRANTY

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFP.

OWNERSHIP OF PROPERTY

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City.

TERMINATION

A. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

B. Non-Performance/Periodic Payments. Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting

information as required by the City in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, the City may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate, but such recoupment shall not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

- C. **Termination for Convenience of City.** The City may terminate this Agreement by giving thirty (30) days' notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided, the Contractor will be compensated per ODOT CMS 108.09.
- D. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

CERTIFICATION AS TO NON-DEBARMENT

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

LAW TO GOVERN

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati, and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and

liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

FORUM SELECTION

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

IV. REQUIRED AND MISCELLANEOUS FORMS

REQUIRED AND MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

- ATTACHMENT 1 – Offeror Corporate and Contact Information
 - **Required with Proposal Submission**
- ATTACHMENT 2 – Affidavit of Accuracy and Signature Page
 - **Required with Proposal Submission**
- ATTACHMENT 3 – City of Cincinnati Living Wage Affidavit
 - The successful Offeror may be required to complete this Affidavit at contract execution. A copy of the form is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/living-wage-forms/>.
 - **Required with Proposal Submission**
- ATTACHMENT 4 – Subcontracting Outreach Program
 - The “MBE/WBE Inclusion Packet” which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>. When on the aforementioned webpage, please click on the weblink called “MBE/WBE Inclusion Packet” to download and access the appropriate forms.
 - **Required with Proposal Submission**
- ATTACHMENT 5 – Equal Employment Opportunity (EEO) Form (DEI147)
 - The successful Offeror may be required to complete this form at contract execution. A copy of the form is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>.
 - **Required with Proposal Submission**
- ATTACHMENT 6 – List of Recommended Energy Efficiency Upgrades
 - **INFORMATIONAL**
- ATTACHMENT 7 - Energy Efficiency Education Program
 - **INFORMATIONAL**
- ATTACHMENT 8 – RFP Intro Packet
 - **INFORMATIONAL**

FAILURE TO FULLY AND CORRECTLY SUBMIT ALL FORMS IN THEIR ENTIRETY MAY RESULT IN THE REJECTION OF THE PROPOSAL.

ATTACHMENT 1 TO RFP

OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFP are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

Instructions: Provide the following information about the Offeror to this RFP.

Date: _____
(month, day and year)

LEGAL NAME OF
OFFEROR

Offeror's City of Cincinnati SBE/MBE/WBE Certification Status (mark all applicable categories with an X):

- () City of Cincinnati SBE () City of Cincinnati MBE () City of Cincinnati WBE
- () City of Cincinnati ELBE () City of Cincinnati SLBE

Offeror's Corporate Office Business Address and Telephone Number

Offeror's Local Office Business Address and Telephone Number

Offeror's contact person who can respond authoritatively to any questions about this submittal:

Name: _____ Title: _____ Tel.: _____

Email: _____

Mailing Address: (if different than above) _____

Type of organization (mark with an X):

- () Corporation () Sole Proprietor () Limited Liability Company
- () Limited Liability Partnership () Other (Specify): _____

1. Organization

- A. How many years has Offeror been in business performing the work as described in this RFP?
- B. How many years has Offeror been in business under its present business name?
- C. Under what other or former names has Offeror operated?
- D. If Offeror is a corporation, please indicate:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-President's name(s): _____

Secretary's name: _____

Treasurer's name: _____

- E. If Offeror is a partnership, please indicate:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partners: _____

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

G. If Offeror is a limited liability company, please indicate:

Date of organization: _____

Name(s) of managing members: _____

H. If the form of Offeror is other than those listed above, describe it and name the principals:

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

(Please indicate answer with an "X")

Yes () No ()

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

2. Judgments

A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes () No ()

B. If yes, provide details on any such judgment.

3. Contract Compliance

A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes () No ()

B. If yes, provide details on any such instance.

C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes () No ()

D. If yes, provide details on any such instance.

4. Convictions

A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes () No ()

B. If yes, provide details on any such conviction.

5. Debarment

A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes () No ()

B. If yes, provide details.

6. Contract Execution History

A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes () No ()

B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.

ATTACHMENT 2 TO RFP

AFFIDAVIT OF ACCURACY & SIGNATURE PAGE

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR PROPOSALS ("RFP").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFP ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFP not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFP and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFP; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFP to the same extent as if set forth fully therein.

Full, Legal Name of Offeror

Name of Authorized Representative¹

Title of Authorized Representative¹

Signature of Authorized Representative¹

Date

State of: _____

County of: _____

Sworn to and subscribed in my presence this _____ day of _____, 2020 by

_____.

My commission expires: _____

Notary Public

¹Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).

ATTACHMENT 3

LIVING WAGE REQUIREMENTS

This contract is subject to the Living Wage provisions of the Cincinnati Municipal Code (CMC), Chapter 317. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) as follows:

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of **\$12.80** per hour with health benefits (as defined) or otherwise **\$14.44** per hour. Such rate shall be adjusted annually pursuant to the terms of the CMC 317.
- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of **\$16.38** per hour, regardless of whether the employer provides health care benefits.

Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies.

All proposed contractors subject to the provisions of this chapter shall submit a completed declaration of compliance form, signed by an authorized representative, along with each proposal. The completed declaration of compliance form shall be made a part of the executed contract.

Contractors shall require their subcontractors to comply with the provisions of this chapter. Language indicating the subcontractor's agreement to comply shall be included in the contract between the contractor and subcontractor. A copy of such subcontracts or other such agreements shall be submitted to the City.

Contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. A copy of such notification shall be retained by contractors and subcontractors which may be subject to audits and/or other forms of monitoring and which must include the following:

(1) Minimum Compensation.

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, the initial rates of **twelve dollars and eighty cents (\$12.80)** with health benefits or **fourteen dollars and forty-four cents (\$14.44)** without health benefits will be adjusted annually. The living wage shall be upwardly adjusted each year no later than April 30th in proportion to the increase at the immediately preceding December 31st over the year earlier level of the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

LIVING WAGE REQUIREMENTS (Continued)

- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract that the Contractor shall provide payment of a minimum wage to employees of **sixteen dollars and thirty-eight cents (\$16.38)** per hour, regardless of whether the employer provides health care benefits
- (2) Health Benefits. Proof of the provision of such benefits shall be submitted to the City no later than thirty (30) days after execution of the contract to qualify for the wage rate in Section 317-5(a). Health benefits shall be provided to part-time employees as well as full-time employees.

"Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees, provided that the employer cost or contribution equals no less than \$1.50 an hour for the average work week of such employee.

"Covered employee" means a full-time city employee or any person who is employed as a service employee of a contractor or subcontractor under the authority of one or more service contracts with the city and who expends any of his or her time thereon, including but not limited to: restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; gardeners; waste management employees; and clerical employees, provided however, that persons who are employed pursuant to federal or state laws relating to prevailing wages shall be exempt from this Chapter.

Specifically, a "covered employee" is the persons or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the city.

(the language below applies if the contract is a firm price contract)

The bid amount shall include all current and future costs associated with the Living Wage requirements.



**CITY OF CINCINNATI
LIVING WAGE AFFIDAVIT OF COMPLIANCE**

The undersigned hereby agrees to pay all covered employees, as defined by CMC 317, Living Wage Ordinance (LWO), a living wage of **\$16.38** per hour to all employees who work 1,500 hours or more on an annual basis on this specific City contract. Employees who work less than 1,500 hours on an annual basis on this specific City contract will receive **\$12.80** per hour to employees who have health care benefits provided by the employer and **\$14.44** per hour to employees not provided health care by the employer. A "covered employee" is the person or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the city. Please check the appropriate boxes:

- All of our employees who have health benefits provided by this company receive an hourly wage that is at least **\$12.80** an hour. The employer cost or contribution for family health benefits equals no less than \$1.50 an hour for the average work week of such employees.

Health Care Provider	Plan#
Contact Person	Phone #

- All of our employees who do not have health benefits provided by this company receive an hourly wage that is at least **\$14.44** an hour.
- All employees who work 1,500 hours or more on an annual basis on this specific City contract receive an hourly wage no less than **\$16.38** per hour, regardless of whether they receive health care benefits.
- We have no employees working on this living wage contract.

<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor	Bid/Contract #
-------------------------------------	--	----------------

In accordance with Chapter 317-13 (b), LWO, Obligations of Contractors, contractors shall require their subcontractors to comply with the provisions of this chapter.

In accordance with Chapter 317-13(c), LWO, Obligations of Contractors, contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter.

List names of all joint ventures, partners, subcontractors, or others having any right of interest in this contract or the proceeds thereof (attach additional pages if needed). If not applicable, state "NONE."

Name	Name
------	------

Name of Company _____ will hereby comply with Chapter 317 of the Cincinnati Municipal Code as stated above.

Print Name	Title
Signature	Date

Personally came before me on this _____ day of _____, 20____, he/she _____ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. In witness whereof, I have hereunto set my hand and official seal.

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires

(SEAL)



**CITY OF CINCINNATI
LIVING WAGE NOTIFICATION TO EMPLOYEE**

According to Cincinnati Municipal Code, Chapter 317, contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. A copy of such notification shall be retained by contractors on location, which will be subject to audits and/or other forms of monitoring.

Notice to Employee: The undersigned hereby agrees to pay all covered employees, as defined by Cincinnati Municipal Code, Chapter 317, Living Wage Ordinance, who perform service work under a contract with the City of Cincinnati that is subject to Chapter 317, a living wage as follows:

- (1) No less than **\$16.38** per hour to employees who work 1500 or more hours on an annual basis on a single City contract;
- (1) No less than **\$12.80** per hour to employees who work fewer than 1500 hours on an annual basis on a single City contract and to whom health care benefits are provided by the employer; and
- (2) No less than **\$14.44** per hour to employees who work fewer than 1500 hours on an annual basis on a single City contract and to whom health care benefits are not provided by the employer.

The employer cost or contribution for family health care benefits equals no less than \$1.50 an hour for the average work week of such employees.

The living wage rates shall be adjusted not later than April 30 each year as provided by Chapter 317 of the Cincinnati Municipal Code.

Date: _____

(Company Name)

(Signature)

(Printed Name)

(Title)

Date: _____

(Employee Signature)

(Printed Name)

REVISED 4/1/2021

ATTACHMENT 6 - List of Recommended Energy Efficiency Upgrades (INFORMATIONAL)

NOTE: All improvements must be Energy Star or DesignLights Consortium listed and impact electric energy savings, not gas.

ENVELOPE UPGRADES	
Measure	Detail
Minor Air Sealing	Seal air leaks to reduce air infiltration. Includes caulking, weather stripping, installing sweeps, and sealing around doors, windows, and other locations of uncontrolled airflow.

APPLIANCE UPGRADES	
Measure	Detail
Clothes washer	Replace existing clothes washer with ENERGY STAR certified clothes washer. Applies only to equipment installed within the dwelling unit; not applicable for equipment in common areas.
Clothes dryer	Replace existing clothes dryer with ENERGY STAR certified clothes washer. Applies only to equipment installed within the dwelling unit; not applicable for equipment in common areas.
Refrigerator and freezer	Replace existing refrigerators and freezers with ENERGY STAR certified equipment
Room air conditioners	Replace existing room air conditioner with ENERGY STAR certified equipment
Advanced power strip	Install Tier 1 or Tier 2 advanced power strip on entertainment center or home office equipment. Advanced power strips automatically shut off equipment based on a master load (Tier 1) or occupant sensor (Tier 2).
Appliance recycling	Recycle inefficient room air conditioners, refrigerators, and freezers to take them out of circulation.

LIGHTING UPGRADES	
Measure	Detail
LED lighting	Replace existing interior and/or exterior lamps and/or fixtures with LEDs.

WATER UPGRADES	
Measure	Detail
Faucet aerator	Replace existing aerator with high efficiency aerator on all faucets to reduce flow.
Pipe wrap	Wrap any exposed pipe with approved pipe wrap to prevent heat loss.
Hand held shower head	Replace existing shower head with low flow hand held if needed to best meet tenant's needs.
Low-flow shower head	Replace existing shower head with low flow to reduce flow
Lower tank temp	Place tank temperature at recommend 120 degrees Fahrenheit to maintain sanitation and ensure safety.

OTHER	
Measure	Detail
Other Proposed	There is openness to potential additional technologies not listed above. Written request for additional measures, discussion, and written approval must be in place before this portion of work would commence.

END OF ATTACHMENT 6

ATTACHMENT 7 - WarmUp Educational Component Summary (INFORMATIONAL)

To date, the educational component of WarmUp Cincy, as designed originally by Greater Cincinnati Energy Alliance, can be completed by the client either via mail/paper survey or emailed videos/quizzes. Both methods accomplish the same goal - educating tenants on changes they can and are encouraged to make in their own lives and living spaces in order to save money and energy.

- [Mailed Education Packet version](#)
- [Emailed Video version](#)

The City's Office of Environment and Sustainability also conducted a review of the Educational Component of WarmUp. This assessment can be reviewed and considered [here](#).

END OF ATTACHMENT 7

ATTACHMENT 8 – RFP Intro Packet (INFORMATIONAL)

WarmUp Cincy Tenant Energy Efficiency Program RFP

Intro Packet

ISSUE DATE: August 30, 2021
PRE-SUBMISSION MEETING: September 22, 2021 at 4:00 PM ET
PROPOSALS DUE: October 18, 2021 at 4:00 PM ET

Requests for information related to this solicitation should be directed to:

Isabel Harney, Buyer, at: isabel.harney@cincinnati-oh.gov

Offerors interested in submitting proposals to RFP810OESWARMUP should refer to the official RFP document which is available and accessible on Bonfire for all information and requirements. The RFP810OESWARMUP booklet supersedes any information contained herein.

The information contained in the Intro Packet is not a replacement for the official RFP. The Intro Packet is for informational purposes only. Interested offerors, applicants acknowledge that he/she/they has read this clause and understands that this document does not supersede the RFP.

Offerors are encouraged and responsible to check for updates to the RFP on the City's Bonfire & Open Data portals frequently. Failure to fully and correctly submit all forms in their entirety may result in the rejection of the proposal.

Partner Sought to Facilitate Tenant Energy Efficiency Program

Background

The City of Cincinnati seeks an Offeror to facilitate WarmUp Cincy - a pilot project to assist low-income Duke Energy Ohio customers living in the City with utility bills and energy saving efforts. A national report by American Council for an Energy Efficient Economy (ACEEE) identified Cincinnati as having one of the highest energy burdens for low-income and underserved communities out of 48 major metro centers across the country. Energy burden is defined as the percentage of a household's annual gross income that goes toward payment of annual utility costs (electric, natural gas, or other heating fuel). A household is considered to have high energy burden if utility costs exceed 6% of annual gross income. It is a hidden story in the housing affordability story.

WarmUp Cincy's suite of three programs - one for tenants and two for property owners - were subsequently designed to reach the Green Cincinnati Plan goal of reducing household energy burden by 10% in five years. This RFP pertains to finding an external partner to facilitate the tenant facing portion as it moves beyond a pilot phase.

Scope

A qualified Offeror will be selected to manage and implement a low-income tenant energy efficiency program.

Since its inception in late 2019, the WarmUp Cincy pilot has provided income eligible Duke Energy Ohio electricity customers living in the City in multifamily buildings with:

- An in-home energy assessment to evaluate where electric savings can be had,
- A custom home energy strategy for the family with tips on how to increase efficiency,
- Installation of energy efficiency products to realize savings as identified in the assessment
- An energy efficiency education program that is available in print or online, and
- Up to \$500 in bill assistance for their Duke Energy Ohio electricity account.

The Offeror is encouraged, but not required to maintain the same sequence of offerings.

The City will award up to \$180,000 for the management and implementation of the WarmUp Cincy Tenant program from December 1, 2021 through November 30, 2022 which includes the 2021-2022 winter crisis period in Ohio. Total administrative fees incorporated in the total award must be 10% or less of overall project budget.

Eligibility

To be eligible for investment by the City in the facilitation of WarmUp, the offeror(s) must:

- Have a minimum of one (1) year of experience operating programs working at least in part with households at or below 200% of the federal poverty level or have a partnership established with an organization who does;
- Demonstrate experience installing energy efficiency and/or weatherization materials, appliances, and repairs or have a partnership established with an organization who does;
- Demonstrate the financial and management capacity to carry out the work as detailed in its project application;
- Have the ability to serve and operate programs on a citywide basis

For profit and nonprofit entities are eligible to apply. Organizations with a specialty in one part of

WarmUp, but not both, are encouraged to submit with a partner organization in a Prime-subcontractor approach. The Offeror(s) can be, but do not need to be, based or located in the City of Cincinnati.

Timetable

Milestones for the process are:	Date
Release of RFP	08/30/2021
Date of Pre-Submission meeting	09/22/2021 at 4:00 PM ET
Deadline for written questions	09/10/2021 at 4:00 PM ET
OFFERORS SUBMIT PROPOSALS	10/18/2021 at 4:00 PM ET
City initiates negotiations with preferred Offeror (approx.)	11/01/2021

Questions Regarding the RFP

Offerors may review the FAQs contained herein.

The City will hold a virtual non-mandatory pre-submission meeting on **September 22, 2021** beginning promptly at 4:00 PM Eastern Standard Time.

Date: 09/22/2021

Time: Meeting begins online promptly at 4:00 PM ET

Link to Register for Meeting: The link will be emailed to registered offeror(s). See instruction on registration below

A. Registration is required for potential Offerors planning to attend. Offerors should email Isabel Harney at isabel.harney@cincinnati-oh.gov no later than **Thursday, September 16 at 12:00 PM ET**. Please reference "RFP810OESWARMUP – Pre-submission meeting" in the subject field of the message. Failure to register within the deadline may result in the offeror(s) not being admitted to the pre-submission meeting.

B. The pre-submission link will be provided to registered attendees by **Monday September 20, 2021**. Registered attendees are responsible for checking their inbox (clutter, junk, spam, etc.) for email communication sent by the City.

C. Questions received by the September 10th deadline may be addressed at the pre-submission meeting, with follow up by Addendum. During the pre-submission meeting, the City may provide answers to any questions received and hold an open discussion regarding the project. Oral responses during the conference shall not be binding on the City.

All questions received in writing and in the pre-submission meeting, will be available and accessible through an addenda which will be posted on Bonfire.

If Offerors have any questions, all questions should be submitted in writing and emailed to Isabel Harney at isabel.harney@cincinnati-oh.gov. Should the City choose to respond, an addenda will be posted. The City's Office of Environment and Sustainability (OES) staff will defer to Isabel if contacted directly.

Links

Interested Offerors can access the RFP by visiting the Bonfire link provided: <https://cincinnati-oh.bonfirehub.com/portal/?tab=openOpportunities>

Outreach Graphic

Funds Available!

Does your organization...

- Complete energy efficiency upgrades?

AND/OR

- Serve low-income residents across the City?

Then your organization may be a strong candidate to partner with the City to reduce energy burden!

Apply for **\$180,000** to support energy efficiency efforts with low-income City residents

Proposals due 9/15/21

Facilitated by The City of Cincinnati
Funded by Duke Energy Ohio

Figure 1 Outreach Graphic

Frequently Asked Questions (FAQ)

1) Why is the City offering this opportunity?

There are multiple reasons: (1) The City invests in livability and affordability for residents including renters; (2) The Green Cincinnati Plan, approved by Council in 2018, set a goal of reducing energy burden (percentage of monthly income spent on utilities) by 10%; (3) dollars owed to the public became available, and (4) more energy

efficient housing and more educated tenants, increases the stability and resilience of each household.

2) Is this a city-funded loan -- or an award? What are the terms?

This is not a loan, it is a grant award that is funded by Duke Energy Ohio and facilitated by the City of Cincinnati Office of Environment and Sustainability. The terms of the award are stated in the RFP.

3) Is the City's priority in this RFP to save electricity through improvements or to save low-income families' money?

Luckily, more energy saved equals more money in the pockets of residents. And, the more money in the pockets of residents, especially those with low incomes, allows for households to have more and better choices.

4) Is this a new opportunity?

Yes, this is a new opportunity. The City, alongside a couple of partners, have been facilitating the pilot since late 2019 and are ready to allow for new leadership of the effort. This is an exciting chance for an organization or collaboration between organizations and the City to take WarmUp to a new level of effectiveness that could set important best practices nationally.

5) How competitive is this opportunity? What is the typical grant size?

As this is the first time the City has offered this opportunity, it is difficult to speak to competitiveness. The intent is to make the full grant award (\$180,000) as a result of this RFP cycle.

6) Are for profit entities eligible or only nonprofits?

Both for profit and nonprofits are eligible. If two organizations can better fulfill the goals of the Program than one, a shared proposal is welcome. Partnerships must be presented as a Prime-subcontractor relationship for the purposes of contracting and all mandatory subcontracting goals must be met in order for the proposal to be considered responsive.

7) Can the terms of the award extend beyond one (1) year?

The initial term of the contract is one (1) year with the option of renewal for two (2) additional years upon mutual agreement and continuation of funding.

8) As the Offeror, do we need to run the program with the same components as the existing WarmUp Cincy Program?

The components of the current program are provided in the RFP to give an example of how the program may operate moving forward. The Offeror is welcome to propose a different approach to addressing energy burden in low-income multi-family buildings. Ultimately, the RFP seeks an implementation model that delivers the most energy efficiency improvement for the largest number of qualified residents yet needs to follow the guidelines as set forth by the MOU.

9) How is this RFP different than the other energy efficiency opportunities I've seen promoted recently by the City?

This RFP aims to find an Offeror(s) to facilitate the tenant facing portion of the WarmUp Cincy effort. The other opportunities shared at this time aim to incentivize landlords to make

large and small energy efficiency improvements to their properties. So, both focus on energy efficiency improvements, but from two different angles.

10) How is “low-income” defined by the City in this RFP?

For the purposes of this RFP, low income is defined as a household living at 200% or below of the Federal Poverty Level (FPL). Use this helpful [chart](#) to support your assessment as this assessment is dependent on household size. All of those served as a result of this agreement must live at or below 200% FPL as a result of the stipulations of the funding stream.

11) Must our organization(s) currently serve individuals living throughout the City?

While not a requirement that your organization has a history of serving residents throughout the City, you must demonstrate your organization’s capacity to do so either through partnership or expansion of your reach. Organizations that have a history of serving households in a variety of parts of the City will naturally be more competitive.

12) Will multiple Offerors be awarded?

The City reserves the right to make one (1) total award, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) is Most Advantageous to the City, as a result of this RFP process. Offerors may choose to partner with other qualified firms to better meet the requirements of this RFP. Partnerships **must** be presented as a Prime-subcontractor relationship for the purposes of contracting and all mandatory subcontracting goals must be met in order for the proposal to be considered responsive.

13) Does a particular energy savings goal need to be met?

There is not a specific energy savings threshold set. The focus is on energy savings for the tenant which will bear itself out through the life of the contract. The City may provide support to the selected Offeror in terms of measuring this savings as a part of reporting processes.

14) Does a detailed plan need to be in place ahead of application submission or is there space to build that out more fully following award notification?

Offerors must submit all required information, documentation with their proposal as outlined in the RFP. The selected offeror(s) will be adopting an existing pilot project from the City and facilitating and amending from there.

15) Does the City have a list of MBE/WBEs contractors that I can utilize?

Yes. Offerors may visit and view the Certified Vendor Directory [here](#). Offerors may reach out to the Department of Economic Inclusion for additional information and understanding on meeting the established goals within the RFP.

16) How long does the application review process take? When will awards be announced?

The review process may take up to three (3) to eight (8) weeks. Offerors may check on the status of the RFP by visiting the City’s online public platform, Open Data: [Business Opportunities \(Current\) | Open Data | Socrata \(cincinnati-oh.gov\)](#)

END OF FAQ

RFP Response Checklist

1. Thoroughly review the RFP
2. Attend the non-mandatory Virtual Pre-Bid Submission Meeting scheduled for September 22, 2021 at 4PM ET. Pre-registration is required.
3. Submit all questions in writing via email to isabel.harney@cincinnati-oh.gov by September 10, 2021 at 4PM ET.
4. Complete, compile, and submit all of the following in order: (refer to Section II of RFP for details)
 - Letter of Interest
 - Capacity and Experience Description
 - Statement of Work
 - Management Summary
 - Workplan
 - Timeline
 - Program Budget
 - Revenue and Expenses
5. Required and Miscellaneous Forms (refer to Section IV of the RFP for details)
 - Offeror Corporate and Contact Information
 - Affidavit of Accuracy and Signature Page
 - City of Cincinnati Living Wage Affidavit
 - Subcontracting Outreach Program Packet
 - Equal Employment Opportunity (EEO) Form (DEI147)

Submit all the above electronically in [Bonfire](#) by October 15, 2021 at 4PM ET

END OF ATTACHMENT 8