

**REQUEST FOR PROPOSAL (RFP)
FOR AN
ENERGY PERFORMANCE CONTRACTING PROJECT**

Issued by: *Unity Point CCSD #140*

The Board of Education of Unity Point CCSD #140 (hereinafter referred to as Agency/Buyer) is seeking proposals from interested Energy Services Companies (ESCOs) which are capable of providing comprehensive energy management and energy and operational related capital improvement services at all applicable buildings as identified in this RFP.

Project Overview

Agency/Buyer is interested in contracting for a full range of facility services including but not limited to energy services, facility related capital improvements and energy-related capital improvements (hereinafter referred to as “Project”) designed to reduce energy, operational and water use, provide revenue enhancements, and other related costs savings at its facility(s) and property(ies). These services and improvements are to be delivered on a performance contracting basis which may allow the Agency/Buyer to: a) incur no initial capital cost, b) achieve significant long term savings which are measured and verified, c) obtain an annual savings guarantee which will be equal to or greater than the total annual project costs, d) obtain consistent levels of occupant comfort and system functionality, and e) finance the project through an installment payment or a lease purchase arrangement over an extended contract term.

Agency/Buyer seeks to maximize energy savings and related improvements within the framework of the allowable 20 year contract term and available financing, therefore, ESCO’s are encouraged to structure a project which provides the greatest possible energy, water, and operation and maintenance (O&M) savings and the most beneficial project scope for the Agency/Buyer. Pursuant to 50 ILCS 515/25, the Agency/Buyer discloses that Siemens Industry, Inc. participated in the preparation of the specifications issued herein.

General Guidance

Due to limited staff time, *the Agency/Buyer* will not be able to answer technical questions related to this Request for Proposal (RFP). For clarification on procedures regarding submitting a proposal, or potential RFP discrepancies, please contact *Dr. Lori James-Gross at ljgross@up140.org*. Any questions submitted by responding ESCOs will be documented and made available to all responding ESCOs via email. Any interpretation of, or change made to the RFP will be made only by written addendum posted on the Capital Development Board (CDB) website. *The Agency/Buyer* will not be responsible for the accuracy of any oral explanations, oral interpretations, or oral representations.

Required Capabilities

The ESCO must demonstrate accreditation level as ESCO from National Association of Energy Service Companies (NAESCO). Failure to show documentation of accreditation may result in disqualification from consideration. The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy, water and operational cost reducing services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems. The ESCO must also demonstrate the ability to provide project monitoring, savings measurement and verification and ongoing maintenance contracting. Additional services may include

operation and maintenance for all improvements and/or training of Agency/Buyer's staff on routine maintenance and operation of systems. Monitoring and verification services shall include appropriate measurement and timely reporting of the performance and savings from project.

Procurement Process

The evaluation and selection of an ESCO, and the negotiation and procurement of services will proceed as follows:

Pre-proposal meeting. Prior to the submission of proposals, there will be a mandatory pre-proposal meeting on *January 19th, 2018 10:00AM*. Information about the following facilities will be provided:

- Unity Point Elementary School*

Please contact Mr. Bill Laser at blaser@up140.org by *12:00 p.m. CST on January 15th, 2017* if your firm is planning to attend. Please include the following information in the email communication:

Firm Name: _____ *Number of Attendees* _____

Name: _____ *Phone Number* _____

E-mail: _____

Any contact with Unity Point CCSD 140 Board of Education Members during the RFP Process will be grounds for immediate disqualification of the firm.

Submission of Written Proposals

ESCO's interested in providing the services requested, must respond in writing by the date specified above. All submissions become the property of Agency/Buyer and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

Proposal Review and Selection of Finalists

Agency/Buyer will establish a Project Evaluation Team to review and evaluate the ESCOs written responses to this RFP in accordance with the evaluation criteria identified in Part II of this document. The Project Evaluation Team will check client references which will also be evaluated. Agency/Buyer reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of Agency/Buyer to do so.

ESCO Ranking

Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist ESCOs. Contract negotiations will proceed with the top-ranked ESCO.

Development of Investment Grade Audit Agreement

Agency/Buyer intends to negotiate an audit agreement for the investment grade audit. If an acceptable audit agreement cannot be negotiated within an acceptable time period from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

Development of Performance Contracting Agreement

After completion and acceptance of the investment grade audit, Agency/Buyer intends to negotiate a Performance Contracting Agreement (PCA). If an acceptable PCA cannot be negotiated within an acceptable time period from the date of acceptance of the investment grade audit, negotiations with the next-ranked ESCO may be initiated.

To aid ESCOs in their response to this RFP, the following items are attached:

- Part I: Proposed Project Schedule
- Part II: Evaluation Criteria
- Part III: Overview of Terms and Conditions
- Part IV: Instructions to Proposers
- Part IV-A: ESCO Profile Form
- Part IV-B: ESCO Qualifications and Approach to Project

PART I

Proposed Project Schedule

The following is the proposed project schedule and may be adjusted as necessary during the procurement of services. *(Note to Agency/Buyer: Insert actual dates and adjust as necessary.)*

ACTIVITY	DATE
Issue RFP	January 5, 2018
Proposals Due	February 5, 2018
Proposal Review and Selection of Finalists	February 8, 2018
Finalist Interview (if deemed necessary) & selection of ESCO partner	February 16, 2018
Development of Energy Audit Contract	TBD
Technical Audit, Project Analysis	TBD
Audit Review and Development of Energy Service Agreement (ESA)	TBD

PART II

Evaluation Criteria

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. The evaluation weighting is shown below. ESCO selection will be based on a combination of point scores (outlined below) and best overall value to the Agency/Buyer. Agency/Buyer is seeking to partner with a company that will develop and showcase educational initiatives & requests that education projects that your company has supported as a value added component of past performance contracting projects be included. Please list applicable projects as an addendum along with references from participating school districts. Upon review of Proposals received in response to this RFP, should District choose to proceed with ESCO's project submission, the District will enter into a contract with

the provider that is most responsible and responsive to requested criteria and which provides the best overall value to the District per the evaluation criteria set forth in Section 19b-2 of the Illinois School Code (105 ILCS 5/19b-2). The successful provider shall be required to submit a 100% Performance and Material Payment Bond upon award of Contract along with a Certificate of Insurance.

Experience (25 points)

- Company profile:
 - Name of ESCO and contact information
 - Location of nearest office responsible for point of contact, engineering, project management, measurement and verification and availability of service technicians.
 - Demonstration of accreditation level as ESCO from National Association of Energy Service Companies (NAESCO).
 - List number of years your firm has been involved in the Performance Contracting related business.
 - State the number of years your firm has offered performance contracting services nationally and in the state of Illinois.
- Qualifications and experience of ESCO's personnel with guaranteed energy savings contracts:
 - List **ONLY** individual names of ESCO personnel, office locations and experience of ESCO team members responsible for engineering, project management, measurement and verification and finance *for this project*
 - NOTE: include only references, resumes of ESCO personnel and ESCO projects. Do not include any references or resumes of partners, subcontractors, etc.
 - Identify all ESCO-LEED accredited team members dedicated to this project.
 - Identify all ESCO-Professional Engineers (PE), licensed in Illinois dedicated to this project.
- Firm References:
 - Include only references for those projects that were completed by responding ESCO.
 - NOTE: Do not include any references of partners, subcontractors, etc.
 - List contact information, project value, annual energy savings, annual operation savings and technologies installed.

Project Management (10 points)

- Clear assignment of responsibility for various project tasks to specific individuals.
- List GBE/CEM/PE accredited project manager who would be responsible for this project; include project references and years of project management experience with company; preference will be given to Project Management Professional (PMP) accredited by Project Management Institute (PMI).
- There must be LEED certified members in the operations/management team.
- Ability to effectively manage project construction and complete the project on schedule.
- Clarity, organization and level of detail in written proposal.

Sustainability/Education (20 points)

- Quality of ESCO's client educational program establishment (not just support/enhancement of existing program)
- Quality of ESCO's educational support program development (including years in existence).
- Quality of ESCO's sustainability initiatives & renewable technology offerings (past history)

Technical Approach (20 points)

- Quality of technical approach, including methods of analysis and an understanding of existing building systems and conditions.
- Quality of the sample investment grade technical energy audit.
- Quality of baseline energy calculations.
- Quality of proposed training for facility staff.
- Quality of proposed facility planning process.
- Quality of approach to savings measurement and verification.
- Demonstrated ability to provide utility bill management and supply-side energy procurement assistance.

Financial (25 points)

- Financial soundness and stability of the ESCO, including most recent Annual Report and Audited Financial Statement.
- Demonstrated ability to provide or arrange project financing.
- Reasonableness of audit costs.

PART III

Overview of Terms and Conditions

This information is provided so all responding ESCOs are aware of the District’s expected Terms and Conditions.

Contract Term

No contract shall exceed 20 years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO and the Agency/Buyer based on authorizing legislation, final project scope and financial factors.

Investment Grade Audit

The selected ESCO must perform and present the results from a detailed investment grade facility energy audit of acceptable quality to Agency/Buyer. If Agency/Buyer decides not to enter into a contract after the audit has been accepted, Agency/Buyer agrees to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP.

Guaranteed Savings

Agency/Buyer requires a minimum annual guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing Agency/Buyer the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.

Proposal Submissions

The contents of the ESCO’s RFP submission will become part of any final agreement between Agency/Buyer and the ESCO. Any final agreement between Agency/Buyer and the ESCO shall include

provisions including (i) the minimum insurance requirements set out in Exhibit A; (ii) a provision requiring that the exclusive venue for any dispute arising out of the final agreement or related work or services be in the Circuit Court of Jackson County, Illinois; and that (iii) in the event the Agency/Buyer files a court proceeding to enforce the terms or provisions of the agreement or to recover damages from the ESCO and/or its Surety for breach of the agreement, the Agency/Buyer shall be entitled to recover its reasonable attorneys' fees and/or legal expenses in the event the Agency/Buyer is the prevailing party.

Agency/Buyer Inspection

Agency/Buyer retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. Agency/Buyer will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation.

Final Approval of Agency/Buyer

Agency/Buyer retains final approval over the scope of work and all end-use conditions.

Ownership of Drawings, Reports and Materials

All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of Agency/Buyer and will be delivered to Agency/Buyer as needed, requested or upon completion of construction.

Compliance

All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all Agency/Buyer regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

Annual Reconciliation

Project savings will be verified and reconciled on an annual basis.

Prevailing Wage

Contractor and each subcontractor will be obligated to pay prevailing wage as required by law.

Insurance Requirements Prior to the commencement of work, the ESCO must provide evidence of minimum insurance for both the construction and operations phases of the project, as set forth in attached Exhibit A (minimum insurance requirements).

PART IV

Instructions to Proposers

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead Agency/Buyer, may be used as grounds to find the proposing ESCO ineligible.

Proposal Submittal Information

ESCOs who wish to have proposals considered by Agency/Buyer must submit 3 copies of Part IV-A (ESCO Profile Form) and Part IV-B (ESCO Proposal and Approach to Project) with any supporting documents, by *10:00am, Monday, February 5, 2018* to the following address - extensions will not be granted and late proposals will not be considered:

*Dr. Lori James-Gross
ATTN: RFP Response
Unity Point CCSD #140
4033 S. Illinois Ave
Carbondale, IL 62903*

In consideration of the environment, the submittal of all documents in an “electronic” format is required (as a PDF file). Respondents shall deliver their electronic proposals saved on a portable memory device (a.k.a. thumbnail/flash/jump drive) as part of the proposal submittal process.

PART IV-A

ESCO Profile and Qualifications Form

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8 ½ " x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents which indicates the section and page numbers corresponding to the information included.

All questions must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by Agency/Buyer as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

A-1 Firm Name _____

Business Address _____

City _____ State _____

County _____ Zip Code _____

A-2 Names and Titles of Two Contact People

1) _____ Phone (_____) _____

2) _____ Phone (_____) _____

A-3 Submittal is for:

- Parent Company (List any Division or Branch Offices to be involved in this project)
- Division (attach separate list if more than one is to be included)
- Subsidiary
- Branch Office

Name of Entity: _____

Address: _____

A-4 Type of Firm:

- Corporation
- Partnership
- Sole Ownership
- Joint Venture

A-5 Federal Employer Identification Number

A-6 Year Firm was Established

A-7 Name and Address of Parent Company: (if applicable)

PART IV-B

B-1 Experience:

Attach information regarding your firm's related performance contracting project experience and relevant information as outlined in Part II – Evaluation Criteria in this RFP.

B-2 Project Personnel:

Attach information regarding your firm's proposed project team including resumes and relevant information as outlined in Part II – Evaluation Criteria in this RFP.

B-3 Technical Approach:

Attach information regarding your firm's technical approach to developing a guaranteed energy savings project including but not limited to: planning and implementation process, energy and operational savings; methodologies for measurement and verification, factors that would necessitate a baseline adjustment, methods you will use to adjust the guaranteed level of savings or revenue enhancement from any material

changes that occur due to such factors as weather, occupancy, use changes; approach to on-going maintenance or services that would be proposed; approach to technical training on the installed systems; other relevant information as outlined in Part II – Evaluation Criteria in this RFP.

B-4 Sustainability Education:

Attach information regarding your firm’s history of educational program development within K-12 market (*clearly state number of years of involvement*). Include how your firm has implemented educational initiatives into previous projects. Include your firm’s environmental & sustainability initiatives. Describe how the firm will benchmark energy performance, including the use of EPA ENERGY STAR Portfolio Manager. Include a sample list and description of projects implemented by your firm that include the installation of renewable energy technologies. Include any other relevant information as outlined in Part II – Evaluation Criteria in this RFP.

B-5 Project Management:

Attach information regarding your firm’s approach to project management. Describe how your firm would work with current District staff in order to coordinate construction, communication, change management and project controls as outlined in Part II – Evaluation Criteria in this RFP.

B-6 Project Financing:

Attach information regarding your firm’s approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project as outlined in Part II – Evaluation Criteria in this RFP.

B-7 Cost of Investment Grade Audit:

Indicate the total anticipated cost of the investment grade energy audit to Agency/Buyer if no contract is negotiated.

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

The interested Energy Services Company (ESCO) shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period set forth in the Contract Documents, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Illinois and having an A.M. Best Rating of A-IX or higher:

- A. Workers' Compensation and Employers Liability Insurance. ESCO shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 for each employee for bodily injury by disease. If there is an exposure of injury to ESCO's employees under the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- B. Commercial General Liability Insurance. ESCO shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the ESCO, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
- (1) Premises and Operations
 - (2) Products and Completed Operations
 - (3) Contractual Liability insuring the obligations assumed by the ESCO under this Contract.
 - (4) Broad Form Property Damage (including Completed Operations)
 - (5) Explosion, Collapse and Underground Hazards
 - (6) Personal Injury Liability and Advertising Injury Liability
- The policy shall be endorsed so that the general aggregate limit applies separately to each project under this Contract. Completed Operations coverage must be maintained for the correction period set forth in the Contract Documents.
- C. Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
\$1,000,000 Aggregate for Products/Completed Operations
\$1,000,000 Personal Injury/Advertising Injury
\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project)
- D. Additional Insured. The Agency/Buyer, Architect, and all of their officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 and CG 20 37 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Agency/Buyer and a copy of the endorsement confirming coverage should accompany the insurance certificate.
- E. Primary Coverage. The ESCO's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Agency/Buyer shall be excess only and will not contribute with ESCO's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming

coverage should accompany the insurance certificate.

- F. Business Automobile Liability Insurance. The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Agency/Buyer, Architect, and all of their officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Agency/Buyer or Architect shall be excess only and will not contribute with ESCO's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
- G. Umbrella Excess Liability. The ESCO should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies.
- H. Waiver of Subrogation. The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Agency/Buyer, Architect, and their officers, directors and employees.
- I. Certificates of Insurance. As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the ESCO to the Agency/Buyer and Architect before any Work under the Contract is commenced by the ESCO. Agency/Buyer shall have the right, but not the obligation, to prohibit ESCO or any Subcontractor from entering the Project site until such certificates are received and approved by the Agency/Buyer. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Agency/Buyer as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the Agency/Buyer. Failure to maintain the insurance required herein may result in termination of the Contract at Agency/Buyer's option. In the event the ESCO does not comply with the requirements of this section, the Agency/Buyer shall have the right, but not the obligation, to provide insurance coverage to protect the Agency/Buyer and Architect, and charge the ESCO for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or Agency/Buyer shall in no way limit or relieve the ESCO of their duties and responsibilities in this Agreement.
- J. Copies of Policies. ESCO shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Agency/Buyer's written request for said policies.
- K. Subcontractors. ESCO shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Agency/Buyer. ESCO shall provide to Agency/Buyer copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Agency/Buyer and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.
- L. Other Insurance. The Agency/Buyer may require insurance coverage in excess of the types and amounts required in this Exhibit. ESCO shall attempt in good faith to obtain quotes for such additional coverage and provide them to Agency/Buyer for review. ESCO shall purchase any such additional insurance as may be requested by the Agency/Buyer in writing. Agency/Buyer shall pay any additional premium for such additional coverage.