

**Request for Performance Contracting Proposals
For a Guaranteed Energy Savings Contract Project**



**Bethalto CUSD #8
101 School Street
Bethalto, IL 62010
(618) 377-7200**

Superintendent: Dr. Jill Griffin

**Issue Date: October 25, 2019
Proposal Due Date: November 25, 2019**

Request for Proposals for Guaranteed Energy Savings Contract

Notice is hereby given that the Board of Education of Bethalto Community Unit School District No. 8 (the "District") at 101 School Street, Bethalto, IL 62010, is requesting Qualified Providers to propose innovative solutions and energy conservation measures through a Guaranteed Energy Savings Contract to benefit all schools and administrative buildings in Bethalto CUSD #8. The District's objective in issuing this Request for Proposal (RFP) is to provide a competitive means in which to select a qualified provider for a Guaranteed Energy Savings Contract under a phased approach for all buildings including health, life, safety needs. The contract shall follow the requirements of Article 19b of the Illinois *School Code*. Proposals shall be in sealed form and submitted no later than 12:01 p.m. on November 25, 2019, at the District's Central Office, 101 School Street, Bethalto, IL 62010. The District's RFP is available at the District's Central Office and available online at www.bethalto.org and on the Capital Development Board website. For questions or a copy of the District's RFP, contact Dr. Barrett Deist, the District's Assistant Superintendent of Finance & Operations, CSBO, bdeist@bethalto.org, (618) 377-7200.

Providers shall submit five (5) sealed copies of the proposals. EXTENSIONS WILL NOT BE GRANTED. No faxed nor electronically submitted proposal shall be accepted. Proposals will be in accordance with said Article 19b of the *School Code* and the RFP guidelines. A MANDATORY Pre-submission meeting will be held on October 6, 2019 at the District's Central Office at 10:00 a.m. It is mandatory that all Providers attend this meeting to be eligible to submit a proposal. It is strongly encouraged that all Providers perform a walk-through of the District's facilities as part of the mandatory pre-submission meeting. Please make arrangements with Dr. Barrett Deist, Assistant Superintendent of Finance & Operations, CSBO, bdeist@bethalto.org, (618) 377-7200, if you plan to participate in the walk-through. Copies of building plans and energy/utility bills will be available at the mandatory pre-submission meeting.

Proposals may include, but are not limited to, implementation of energy equipment; repair, renovation, modernization, and maintenance services at Civic Memorial High School, Wilbur Trimpe Middle School, Meadowbrook Intermediate School, Parkside Primary School, Bethalto East Primary School, the District's Central Office (formally Bethalto West Elementary School), and the District's Maintenance & Transportation Facility (formally Cottage Hills Elementary School), and other energy conservation measures on a performance contracting basis as defined by the State of Illinois, in Article 5/19b, School Energy Conservation and Savings Measures of the School Code (105 ILCS/5).

The District reserves the right to reject any or all proposals, to waive irregularities in the proposal procedure, or accept the proposal that, in its opinion, will serve the best interest of the School District. The District further reserves the right to award all or a portion of the work to one or more Providers. Any such decision shall be considered final. The District reserves the right to reject a proposal from a provider who, in the District's opinion, does not exhibit past experience equal to the size and scope of this project. Failure to meet any of the required criteria may result in automatic rejection of the proposal.

The District will not provide compensation to the Respondent(s) for any expense incurred by the Respondent(s) for Submission preparation, product evaluations, or demonstrations that may be made.

In accordance with the Illinois *School Code* Article 19b-5, the District discloses that GRP Mechanical Inc. participated in the preparation of this RFP.

I. Proposed Project

- A. The work to be included in the project may include upgrades or replacement of equipment and/or material include in, but not limited to roofing, tuck-pointing, parking lots, doors, windows, flooring, lighting, domestic water, HVAC, and security.
- B. The intent of this RFP is to provide the owner with the means to realize maximum energy and operational savings and/or related improvements to its facilities for all buildings including health, life, safety needs.
- C. The qualified provider will provide a financial package that will allow payments over a specified term.
- D. A savings guarantee will be offered as part of the qualified provider's proposal. The savings in energy and operating costs are guaranteed to cover the cost of the contract.
- E. The District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. (“**FOIA**”), and any and all information submitted by the Provider to the District may be subject to disclosure to third parties in accordance with FOIA. If the Provider requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Provider must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the Provider, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Provider at the time of submission to the District will be presumed to be open to public inspection. The Provider may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Provider in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Provider waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, the Provider agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the Provider has been engaged to perform on behalf of the District.

II. Proposal Format

Proposals must contain all required information outlined in this section. For each proposal a checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein. Moreover, the Board reserves the right to reject any and all proposals and to waive any deficiencies in a proposal.

A. TABLE OF CONTENTS

Proposals shall include an accurate Table of Contents detailing the required sections as described below.

B. EXECUTIVE OVERVIEW

Request for Proposals shall include a concise abstract stating the respondent's overview of the company. Please summarize the scope of services that would be offered by your firm for this project.

C. EXPERIENCE and QUALIFICATIONS

Include: General Information, Name of Firm, Business Address, Telephone Numbers, Name of the Officer Authorized to Bind the Firm, Contact Person for this Project and K-12 Experience Overview. The District reserves the right to request additional information from any Provider.

1. Qualifications:

A Qualified Provider is a person or business experienced in the design, implementation and installation of energy cost savings measures. As required by Section 19b-1.3 of the *School Code*, the minimum training any person or employee shall have under this agreement shall include the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. Documentation must be submitted to support required qualifications as part of the Qualified Provider's response:

- Resumes of the key project personnel to the project
- Current Professional Engineering License for lead members of the audit team.
- A statement that background checks have been conducted of all employees on the job site working within the District and an acknowledgement that if awarded a contract, the Provider must provide documentation of such background checks to the District in accordance with 105 ILCS 5/10-21.9.
- A statement that a physical examination has been conducted of all employees by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches within 90 days of award of the Contract in accordance with 105 ILCS 5/24-5.
- Current Certification from the State of IL that your firm is in good standing with the State of Illinois to perform work/business in Illinois
- Member of NAESCO

- Litigation: List any projects with schools with which the Provider has entered into litigation or arbitration during the past 10 years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation will result in disqualification.

2. Relevant Experience:

Qualified provider must be able to demonstrate at least 15 successful guaranteed energy savings projects within the past 5 years in Illinois. Preference will be given to experience with projects in the K-12 market in the State of Illinois. Include: List projects completed, contacts, contract value and scopes implemented. Provide information on similar projects in Illinois K-12 schools market completed by your firm as well as the individuals that will be working on this project, including a copy of at least one sample measurement and verification report. Please provide the name and contact information of a reference person for each project that can speak to the work your company performed.

3. Personnel Qualifications:

Include: Project team member names, backgrounds and actual projects they worked on in the K-12 market in Illinois.

D. TECHNICAL APPROACH

Include: A description of the facility needs and recommended solutions, as well as the Provider's approach to the technical design of this Project. Proposals may include any and all improvements that the Provider feels would be of benefit to the District and which qualify as "energy conservation measures" under 105 ILCS 5/19b-1.1 ("ECMs") including health, life, safety needs.

E. ENERGY OR OPERATING COST ENGINEERING

Provide a detailed explanation of how the Provider will calculate energy and/or operational cost savings and what types of guarantees will be offered. Show the actual energy and operating cost savings calculations. Describe in detail the methodology your firm will use to compute baseline of energy use and operation & maintenance baseline as well as performance. Describe the method(s) used to adjust the energy and operation & maintenance baseline due to such factors as weather and facility use changes. Describe the factors that would necessitate adjustment. List all procedures, formulas, and methodologies including special metering or equipment your firm (or the District) will use to calculate energy and operation & maintenance savings. Describe the procedure to assign values to the operation & maintenance and energy savings. Describe whether any maintenance obligations/costs are included in the proposal and the type of services that may be included. Describe and explain any maintenance obligations to be performed by the District and any impact on the guarantee if the District fails to adhere to these obligations. Include assumptions made in calculations.

F. FINANCIAL APPROACH and GUARANTEE

Include: Pricing for proposed recommended solutions, alternatives if applicable, financing options, and financial experience.

G. PROJECT MANAGEMENT

Include: Description of approach for project and construction management including processes, type and availability of company resources to support the project.

H. SERVICE

Include: Any additional information, service and training.

III. Contract Requirements

The Provider must enter into a contract with the District including the terms and conditions listed herein. The terms and conditions stated in this Request for Proposals and all exhibits and attachments hereto shall be deemed to be a part of and incorporated into any contract between the Provider and District. By submitting a proposal, the Provider agrees that it has read fully and understands the terms and conditions stated herein. In the event of a conflict between any of the terms and conditions stated herein and any other document, the terms and conditions most favorable to the District shall prevail. Provider also represents and warrants that it has visited the site for the project and is familiar with the conditions under which the work will be performed.

The contract shall contain the following:

A. GUARANTEE

The contract must result in a guaranteed minimum **annual** energy and operational costs savings, as well as defined levels of occupant comfort; maintenance, monitoring, training or other services. The contract shall provide that either the energy or operational cost savings, or both, will meet or exceed within a specified number of years (not to exceed 20 years) the costs of the ECMs. During the guarantee period, the Provider shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract annually. The contract shall include a clear, simple explanation, without relying on any cross-references to any other provisions, of what steps, decisions or paperwork must be completed to (a) establish the first day of the District guarantee and (b) measure the actual annual savings realized during each guarantee year. After the ECMs are installed, the operational and energy cost savings shall be documented on an annual basis (either by the Provider or the District), and the District shall designate and appropriate that amount for an annual payment of the contract. If the annual energy savings are less than projected under the contract, the Provider shall pay the difference.

B. PAYMENT AND PERFORMANCE BONDS

The qualified provider must submit to the Board payment and performance bonds in the amount of 100% of the construction costs. The payment bond must provide that it will pay the applicable prevailing wages. The payment and performance bonds shall be provided by the successful contractor prior to commencing the work. The bonds shall include such provision as will guarantee the faithful performance of the Provider's obligations hereunder and pursuant to the *Prevailing Wage Act*.

C. INSURANCE

The Provider shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Provider from claims set forth below which may arise out of or result from the Provider's operations and completed operations under the Contract and for which the Provider may be legally liable, whether such operations be by the Provider or by a subcontractor or by anyone

directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Worker's Compensation:

- (a) State: Statutory
- (b) Employer's Liability: \$1,000,000 per Accident
\$1,000,000 Disease, Policy Limit
\$1,000,000 Disease, Each Employee

2. Commercial General Liability, including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage;

- (a) Each Occurrence \$2,000,000
- General Aggregate \$2,000,000
- Products and Completed Operations Aggregate \$2,000,000
- Personal Injury and Advertising Each Occurrence \$1,000,000
- (b) Property Damage Liability Insurance shall provide X,C, and U coverage
- (c) Broad Form Property Damage Coverage shall include Products and Completed Operations.

3. Contractual Liability covering the Provider's obligations under Indemnification, and any other indemnification obligation of the Provider contained in the Contract Documents.

4. Personal Injury Liability; with Employment Exclusion deleted:

Aggregate \$1,000,000

5. Business Auto Liability (including owned, non-owned, and hired vehicles)

Each Occurrence \$1,000,000

6. Umbrella Excess Liability:

\$5,000,000 over primary insurance

7. Products and Completed Operations coverage to be maintained for one (1) year after final payment

Certificates of insurance acceptable to the District shall be filed with the District prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Provider with reasonable promptness. Upon the request of the District, the Provider and subcontractor shall provide the District with copies of any insurance policy, with all endorsements, required by the Contract Documents.

The Provider shall cause the commercial liability coverage and the umbrella coverage required by the Contract Documents to include the District, its individual board members, agents, employees, and consultants as additional insureds.

D. COMPLIANCE WITH LAWS

Provider and all subcontractors shall pay not less than the general prevailing hourly rate of wages in the locality in which the work is to be performed for each craft or type of work or mechanic needed to execute the agreement or perform such work, and shall in all other respects comply with the *Prevailing Wage Act*, 820 ILCS 130/1. et. seq. (the “Act”), in carrying out the work. The Department of Labor wage rates are available on the Department's official website. Provider shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Provider and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the contract sum. Further, the Provider shall comply with the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations attached hereto as Exhibit A. The Provider further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable. To the extent applicable, the Provider shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the Illinois Use Tax Act, 35 ILCS 105/1 *et seq.*

E. WARRANTIES

The Provider warrants to the District that materials and equipment furnished under the Contract Documents will be of good quality and new unless the Contract Documents require or permit otherwise. The Provider further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The warranty will not be affected by the specification of any product or procedure, unless the Provider objects promptly to such product or procedure and advises the District of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer’s warranty. Inability or refusal of the subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Provider from performing under the warranty.

F. CONSEQUENTIAL DAMAGES

The District shall not waive any claims for consequential damages arising out of or relating to this Contract; however, Provider shall waive any and all claims for consequential damages arising out of or relating to this Contract.

G. INDEMNIFICATION

To the fullest extent permitted by law the Provider waives any right of contribution against and shall indemnify and hold harmless the District, the District's individual board members, agents, consultants and employees from and against all claims, damages, losses and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), including but not limited to attorneys' fees, court costs and expert witness fees arising out of, relating to, resulting from or in connection with (1) any act or omission of Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in the Contract Documents.

In any and all claims by an employee of Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations in the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Provider or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts. Provider and every subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the Project and waive any limitation of liability defense based on workers' compensation acts, or interpretations thereof, against claims by the District for indemnification or contribution, and further agree to indemnify and defend the District and its individual board members, agents and employees and consultants (Indemnitees) from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the Indemnitee's may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Provider's and subcontractors' own negligence. Provider shall ensure that this provision is inserted in every contract between Provider and subcontractors. If such provision is not contained within a subcontractor contract, or if a subcontractor's insurance does not cover or is insufficient to pay such claims, Provider shall assume all subcontractor liability for such indemnification of or contribution to the District.

IV. Proposal Evaluation Criteria

A School District evaluation team will evaluate all proposals and recommend an award subject to approval by the School Board offering the best value proposal. The evaluation of the proposals will involve the assistance and expertise of a licensed architect or registered professional engineer without a financial or contractual relationship with the providers and retained by the District . The District reserves the right to, but is not obligated to, request and require that the proposing firm provide an oral presentation of its proposal. The written proposal and oral presentation, if required, will be the basis for determining the successful firm. Proposals will be evaluated according to the following criteria:

- Qualifications and experience of the proposer and past performance of the firm on other contracts in terms of size, scope and quality of services. The District may solicit reference information from previous clients.
- Qualifications and experience of committed personnel.
- Technical Approach – quality and responsiveness of the proposal to the needs of the district in terms of scope of work, methodology, and project management.
- Financial Approach – Total Project Cost, Projected Savings and sources and types of potential financing. The District shall analyze the estimates of all costs of installations, modifications, or remodeling, including, without limitation, costs of a pre-installation energy audit or analysis, design, engineering, installation, maintenance, repairs, debt service, conversions to a different energy or fuel source, or post-installation project monitoring, data collection, and reporting.

The School Board or its designee will, in the exercise of their sole discretion, determine which proposal best meets the needs of the School District. The District is not liable for any cost incurred by the respondent in preparing or submitting a proposal, or in preparing the contract.

V. Timetable

The District expects to undertake the selection process described below according to the following schedule:

<u>Date</u>	<u>Action Item</u>
10/25/2019	RFP is submitted for posting on the Capital Development Board website and notice is published in the newspaper
11/6/2019	Mandatory Pre-submission Meeting at Central Office at 10:00 a.m.
11/25/2019	Proposals are received, opened, and read aloud at Central Office at 12:01 p.m.
12/2/2019	Interviews (if necessary)
12/9/2019	Public notice of intent to award contract
12/19/2019	Board approval of intent to award contract
2/27/2020	Board approval of contract
TBD	Substantial Project Completion

EXHIBIT A

[NOTE: Illinois law requires that this statement be included in all Illinois bids and public contracts (See 44 Ill. Adm. Code 1120.2570)]

The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Provider shall be required to comply with these provisions. As required by Illinois law, in the event of the Provider's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Provider may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Provider agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Provider's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Provider in its efforts to comply with such Act and Rules, the Provider will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Provider will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Provider will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.