



**Winnebago County - Purchasing Department**

404 Elm Street Room 202  
Rockford, Illinois 61101

<b>REQUEST FOR PROPOSAL</b>	<b>19P-2180</b>	<b>ISSUE DATE</b>	<b>6/14/2019</b>
<b>RFP DESCRIPTION</b>	<b>GUARANTEED ENERGY SAVINGS CONTRACT</b>		
<b>PROPOSAL DUE DATE</b>	<b>July 18, 2019</b>	<b>DUE TIME</b>	<b>11:00 AM CST</b>
<b>SUBMIT</b>	<b>1 ORIGINAL plus 6 COPIES and 1 memory stick</b>		

**TO ALL PROSPECTIVE PROPOSERS:**

You are hereby invited to submit your proposal for the services to be furnished, to the address specified herein. The original Request for Proposal and the required number of copies must be received in a sealed envelope/package that has your name and address in the upper left corner.

All proposals are subject to staff analysis. The County of Winnebago reserves the right to accept or reject any and all proposals received and waive any and all technicalities. Proposals must be delivered and time stamped, prior to the due date and time.

There will be no Pre-Proposal Conference meeting.

RFP RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE DUE DATE AND TIME (CST) SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE CONSIDERED. YOUR RESPONSE MUST BE DELIVERED TO:

**WINNEBAGO COUNTY  
PURCHASING DEPARTMENT  
404 ELM STREET, ROOM 202  
ROCKFORD, IL 61101**

Any communication regarding this RFP between the date of issue and date of award is required to go through the Director of Purchasing at [purchasing@wincoil.us](mailto:purchasing@wincoil.us)

Sincerely,

Ann Johns  
Director of Purchasing

<b>PROPOSER'S NAME &amp; CONTACT PERSON</b>	
<b>TELEPHONE &amp; EMAIL</b>	

**CALL FOR PROPOSALS**

<b>PROJECT NAME</b>	<b>Guaranteed Energy Savings Contract</b>
<b>USER DEPARTMENT</b>	County of Winnebago

<b>EVENT</b>	<b>LOCATION</b>	<b>DATE</b>	<b>TIME (CST)</b>
<b>LEGAL ADVERTISEMENT</b>	Rockford Register Star & County Website: <a href="http://wincoil.us/">http://wincoil.us/</a>	6/15/2019	-----
<b>DEADLINE FOR INQUIRIES, EXCEPTIONS AND QUESTIONS</b>	Must be submitted in writing to: <a href="mailto:Purchasing@wincoil.us">Purchasing@wincoil.us</a>	6/26/2019	9:00 AM
<b>RESPONSE TO QUESTIONS OR ANY ADDENDUM</b>	Sent via e-mail & no less than 7 calendar days before due date	6/28/2019	3:00 PM
<b>PROPOSAL DUE DATE</b>	See the label on last page of this RFP	7/18/2019	11:00 AM

**INTRODUCTION AND PURPOSE**

The objective of this Request for Proposal (RFP) is to solicit innovative solutions and proposals from qualified providers for energy conservation measures at the County of Winnebago (Owner) facilities in accordance with the Local Government Energy Conservation Act, 50 ILCS 515. These services and improvements are to be delivered on a guaranteed performance-contracting basis, which will allow County to:

- 1) INCUR NO INITIAL CAPITAL COSTS,**
- 2) achieve significant long-term savings, which are measured and verified,**
- 3) obtain an annual savings guarantee which will be equal to or greater than the total annual project costs,**
- 4) obtain consistent levels of facility occupant comfort and system functionality, and**
- 5) finance the project through an installment payment or a lease purchase arrangement over an extended contract term.**

The Qualified Provider to whom the work is awarded shall conform to the local common wage rates as determined for this project.

County will evaluate all proposals and select the qualified provider that best meets the needs of County. It is expected that guaranteed savings provided by the qualified provider selected pursuant to this RFP will fully offset the acquisition costs involved. County reserves the right to accept and/or reject any proposals or parts thereof.

No investment grade energy audit has been conducted for or by the County.

## **DEFINITIONS**

**ENERGY CONSERVATION MEASURE (ECM)** means any improvement, repair, alteration, or betterment of any building or facility owned or operated by County or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to all applicable building codes, that is designed to reduce energy consumption or operating costs, and may include, without limitation, one or more of the following:

- Insulation of the building structure or systems within the building.
- Storm windows or doors, caulking or weather-stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing reductions in glass area, or other window and door system modifications that reduce energy consumption.
- Automated or computerized energy control system.
- Heating, ventilating or air conditioning system modifications or replacements.
- Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made.
- Energy recovery systems.
- Energy conservation measures that provide long-term operating cost reductions.

**INVESTMENT GRADE AUDIT** means a detailed energy and financial analysis of the benefits of implementing specific energy conservation measures based on implementation cost estimates, site-specific operating cost savings, and County's investment criteria which are of sufficient accuracy and certainty that financing can be secured.

**QUALIFIED PROVIDER** means a person or business experienced in the design, implementation, and installation of energy conservation measures. The minimum training required for any person or employee under this paragraph shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures.

**REQUEST FOR PROPOSALS (RFP)** a competitive selection achieved by negotiated procurement.

**SELECTION OF QUALIFIED PROVIDER.** The selection of qualified provider to provide energy conservation measures through a guaranteed energy savings contract will be based solely on County's evaluation of the written information submitted in response to this RFP. County will notify the selected qualified provider in writing upon resolution of County's governing body.

**DEVELOPMENT OF GUARANTEED ENERGY SAVINGS CONTRACT AND FINANCING DOCUMENTS.** After completion and acceptance of the investment grade audit, County intends to negotiate a guaranteed energy savings contract with the selected qualified provider in accordance with the Local Government Energy Conservation Act, 50 ILCS 515.

## **REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO PROPOSERS**

### **SUBMISSION OF PROPOSALS**

The Proposer, by its officers, agents or representatives (hereafter referred to as the Proposer) shall be responsible for delivery of proposals to the Purchasing Department before the due date and time. *Late proposals will not be considered and will be returned unopened.*

All proposals must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

Proposals mailed "EXPRESS MAIL" must have RFP number and due date on the outside of the EXPRESS MAIL envelope. You must allow sufficient time for processing through the County's internal mailroom system.

### **PREPARATION OF PROPOSAL**

The Proposer must submit a proposal on the forms furnished by the Winnebago County Purchasing Department. All blank spaces on the proposal form must be filled in. Use "N/A" or "None" where applicable.

Authorized signature must be the individual County of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Proposals shall be sealed in an envelope and marked as required in the instructions. The proposal is contained in these documents and must remain attached hereto when submitted.

### **ENTIRE AGREEMENT**

These Standard Terms and Conditions of the Proposal shall apply to any contract or order awarded as a result of this Request for Proposal except where special requirements are stated elsewhere in the Request for Proposal; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

### **DEVIATIONS, EXCEPTIONS OR ALTERNATES**

Deviations, exceptions or alternates from terms, conditions, or specifications shall be described fully, on Proposer's letterhead, signed, and attached to the Request for Proposal. In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Proposer shall be held liable. Proposers are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their proposal. If deviations, exceptions or alternates are submitted, it is the Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

## **PRESENTATIONS**

The County reserves the right to request from the top proposer(s) an oral presentation. In general, the presentations will consist of proposers approach to on-site clinic management, costs, as well as, answers to specific questions that were identified during the evaluation of each proposals.

## **BEST & FINAL OFFER**

Winnebago County reserves the right to request from the top proposer(s) a Best & Final Offer. In general, the Best & Final Offer will consist of updated costs, as well as, answers to specific questions that were identified during the evaluation of proposals and possibly during the oral presentations.

If the County chooses to invoke this option, the top proposer(s) proposal(s) will be re-evaluated by incorporating the information obtained in from the requested Best & Final Offer, including costs, and answers to specific questions and oral presentation. The specific format for the Best & Final Offer would be determined during internal RFP evaluation discussions.

The County reserves the right to negotiate any prices, fees, percentages or costs with the selected contractor at the conclusion of the BAFO period.

## **END OF REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO PROPOSERS**

## GENERAL CONDITIONS

### ADDENDUM AND SUPPLEMENT TO THE RFP

If it becomes necessary or advisable to revise any part of this RFP, or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. In the event that any addenda to this RFP are issued, a public posting of a minimum of seven days will be adhered to, and could result in a revised due date. Addendum information is available at the County's website <http://WinColl.us/>. It is strongly suggested you check for any addenda a minimum forty-eight hours (48) in advance of the RFP deadline.

### CANCELLATION

The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions and specifications of this contract.

### CONTRACT AWARD INFORMATION

The successful Proposer will be asked to sign a contract agreement with the County for multi-year contracts. If the Proposer wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see **EXCEPTIONS**).

*NOTE: Proposers with their proposal offer should submit a copy of their standard contract agreement, if they would require the County to execute their agreement upon contract award.*

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Additionally, for all new contractors and vendors to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the vendor be created in our accounting system.

### CHANGES

Winnebago County reserves the right to make any desired change in the specifications or scope of work after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County and the successful Proposer.

The Purchasing Department shall issue to the successful Proposer a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

## **COMPLIANCE WITH LAWS**

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer/Contractor must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer/Contractor must require any and all subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the vendor, it reserves the right to reject any proposal, cancel any contract and pursue any other legal remedies deemed necessary.

## **COST OF THE PROPOSAL**

Expenses incurred in the preparation of proposals in response to this RFP proposal is the Proposer's sole responsibility.

## **DISPUTES**

In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

## **EXCEPTIONS**

Exceptions will be considered up to the deadline listed in the Specifications or Scope of Work. Exceptions must be fully described in the proposer's proposal. Options services or proposals to our SOW will be consider if identified as such.

## **FREEDOM OF INFORMATION**

Any responses and supporting documents submitted in response to a proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

## **INDEMNITY**

The Proposer shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands,

actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Proposers violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Proposers defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

#### **NON-COLLUSION**

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposers, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers. Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

#### **NON-DISCRIMINATION**

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

#### **PROMPT PAYMENT ACT**

All Winnebago County payments are subject to the Local Governmental Prompt Payment Act.

**PROTEST**

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within five calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within five calendar days.

**RESERVATION OF RIGHTS**

The County reserves the right to reject any or all proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest proposal is not the most responsible proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. In determining the lowest responsible Proposer, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications or scope of work, and their suitability to the requirements of the County. Intangible factors, such as the Proposer's reputation and past performance, may also be weighed.

The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the proposal from further consideration.

The County reserves the right to award more than one vendor based on this RFP.

The County further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

Submission of a proposal confers no rights on the Proposer to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at County's discretion and shall be made in the best interest of the County.

**SUBCONTRACTORS**

If applicable, all subcontractors shall be identified. Contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements if applicable. Winnebago County reserves the right to reject any or all subcontractors.

**TAXES NOT APPLICABLE**

The County of Winnebago, as a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded. County Tax Exempt Number: E9992-3963-07.

**TERMINATION, CANCELLATION AND DAMAGES**

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Contractor shall be given notice and a five-day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover,

incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this proposal or any unrelated contract.

If the Winnebago County fails to appropriate funds to enable continued payment of multi-year contracts the County may cancel, without termination charges provided Contractor received at least thirty days prior written notice of termination.

Winnebago County may terminate any contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days notice in writing to awarded Contractor. If the contract is terminated by the County as provided herein, the contractor will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

*The Proposer, by signing the proposal bid form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Proposers".*

**END OF GENERAL CONDITIONS**

## SPECIAL CONDITIONS

### QUESTIONS & INQUIRES

Any questions and/or inquires should be done in writing, no later than the date provided for on page 2 to Ann Johns, Director of Purchasing, 404 Elm Street, Room 202, Rockford, IL 61101, or by email [AJohns@WinColl.us](mailto:AJohns@WinColl.us)

### BONDING

A bid bonding is NOT required for project. However, there MAY be a performance bond requirement prior to beginning the project.

### CONTRACT TERM, RENEWALS AND EXTENSIONS

The contract shall be for a period of two years may be subject to a two-year and then a one year renewal period provided there is no change in the terms, conditions, specifications, services and prices (unless otherwise agree to under terms of the contract price escalation) and provided that such renewals are mutually agreed to by both parties, based in part on satisfactory completion of the initial contract. In no event shall the term, plus renewals, exceed five years.

### RFP AWARD CRITERIA

All proposals will be evaluated and scored according to the following RFP Evaluation Criteria. A proposal with a high score will be deemed of higher quality than a proposal with a lesser score. The final maximum score is one hundred (100) points.

<b>PHASE 1: Proposal Evaluations</b>			
	<b>RFP Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Proposer's Score</b>
1	<b>Qualifications &amp; Capability</b> <i>including litigation history</i>	30	
2	<b>Technical Approach</b>	30	
3	<b>Financial Consideration &amp; Net Economic Impact</b>	30	
4	<b>Performance Guarantees</b>	10	
	<b>PHASE 1 Total</b>	<b>100</b>	
<b>PHASE 2: Interview Oral Presentations</b> <i>(is Optional – Numbers 5 and 6)</i>			
		<b>Maximum Points</b>	<b>Score Points</b>
5	<b>Oral Presentation</b> , <i>if requested</i>	20	
6	<b>Q &amp; A Responses</b> , <i>if requested</i>	15	
	<b>PHASE 2 Total</b>	<b>35</b>	
<b>TOTAL PHASE 1 &amp; 2</b>		<b>135</b>	

If needed, the selection process MAY include oral interviews and presentations. An Interview list **may** be created to allow ONLY the top scoring firm(s) the opportunity to respond to questions from the Committee relevant to the submitted proposal(s) during the oral interviews and presentations to the Committee. The County, for even the top scoring proposal, may not request or require oral interviews and presentations. The Committee may select the single highest scoring proposal for award without the optional oral presentations step.

It is the intent of the County to conduct a fair and comprehensive evaluation of all proposals received. The contract for this RFP will be awarded to the Proposer who submitted a proposal that is most advantageous to the County. The Committee will recommend an award to the Winnebago County Board for the highest scoring proposal. The Winnebago County Board will make the final decision as to award of a contract.

### **INSURANCE REQUIREMENTS**

Upon notice of acceptance of proposal, the successful proposer shall, within ten calendar days of said notice, furnish to the Director of Purchasing a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

<b>TYPE OF INSURANCE</b>		<b>MINIMUM ACCEPTABLE LIMITS OF LIABILITY</b>
<b>1</b>	<b>Workers Compensation</b>	Statutory
<b>2</b>	<b>Employers Liability</b>	
	A. Each Accident	\$2,000,000
	B. Each Employee-disease	\$2,000,000
	C. Policy Aggregate-disease	\$2,000,000
<b>3</b>	<b>Commercial General Liability</b>	
	A. Per Occurrence	\$5,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$5,000,000
	2. General Aggregate - Products/ Completed Operations	\$5,000,000
<b>4</b>	<b>Business Auto Liability</b>	\$1,000,000
<b>5</b>	<b>Professional Errors and Omissions</b>	\$5,000,000
<b>6</b>	<b>Environmental Impairment Liability</b>	\$2,000,000

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- A) It is the responsibility of Contractor to provide copy of the PROPOSAL to their carrier.
- B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
- C) No work shall be started until receipt of Certificate of Insurance.

The County of Winnebago shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and PROPOSAL NUMBER. Certificates must be sent to: **Winnebago County Purchasing Department 404 Elm Street, Room 202 Rockford, IL 61101** [AJohns@WinCoil.us](mailto:AJohns@WinCoil.us)

The insurance carrier of the insured is required to notify the County of Winnebago of termination of any expiration or all of these coverages, prior to the completion of any contract, at least thirty (30) days prior to.

#### **PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED**

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

#### **IF WORKING IN A SECURITY AREA**

If required by the County, the Proposer shall, within ten (10) days of contractor execution, supply the completed Criminal History and Background information forms for all their employees and subcontractor employees who may be working at the jobsite. Any employee or subcontractor that does not meet security requirements will neither be allowed on premises nor access to any software or hardware via remote location.

#### **END OF SPECIAL CONDITIONS**

## **LOCAL GOVERNMENT ENERGY CONSERVATION ACT**

### **LOCAL GOVERNMENT ENERGY CONSERVATION ACT (50 ILCS 515/)(50 ILCS 515/1)**

Sec. 1. Short title. This Act may be cited as the Local Government Energy Conservation Act. (Source: P.A. 88-173.)

### **(50 ILCS 515/3)**

Sec. 3. Applicable laws. Other State laws and related administrative requirements apply to this Act, including, but not limited to, the following laws and related administrative requirements: the Illinois Human Rights Act, the Prevailing Wage Act, the Public Construction Bond Act, the Public Works Preference Act (repealed on June 16, 2010 by Public Act 96- 929), the Employment of Illinois Workers on Public Works Act, the Freedom of Information Act, the Open Meetings Act, the Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, the Structural Engineering Practice Act of 1989, the Local Government Professional Services Selection Act, and the Contractor Unified License and Permit Bond Act. (Source: P.A. 97-333, eff. 8-12-11.)

### **(50 ILCS 515/4)**

Sec. 4. Applicability. In order to protect the integrity of historic buildings, no provision of this Act shall be interpreted to require the implementation of energy conservation measures that conflict with respect to any property eligible for, nominated to, or entered on the National Register of Historic Places, pursuant to the National Historic Preservation Act of 1966, or the Illinois Register of Historic Places, pursuant to the Illinois Historic Preservation Act. (Source: P.A. 94-1062, eff. 7-31-06.)

### **(50 ILCS 515/5)**

Sec. 5. Definitions. As used in this Act, unless the context clearly requires otherwise: "Energy conservation measure" means any improvement, repair, alteration, or betterment of any building or facility owned or operated by a unit of local government or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to all applicable building codes, that is designed to reduce energy consumption or operating costs, and may include, without limitation, one or more of the following:

- (1) Insulation of the building structure or systems within the building.
- (2) Storm windows or doors, caulking or weather-stripping, multi-glazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, reductions in glass area, or other window and door system modifications that reduce energy consumption.
- (3) Automated or computerized energy control systems.
- (4) Heating, ventilating, or air conditioning system modifications or replacements.
- (5) Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable State or local building code for the lighting system after the proposed modifications are made.
- (6) Energy recovery systems.

(7) Energy conservation measures that provide long-term operating cost reductions. "Guaranteed energy savings contract" means a contract for:

- i. the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of energy conservation measures; (ii) the evaluation and recommendation of energy conservation measures; (iii) the implementation of one or more energy conservation measures; and (iv) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy-related operating costs. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures. Energy savings may include energy reduction and offsetting sources of renewable energy funds including renewable energy credits and carbon credits.

"Qualified provider" means a person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures. The minimum training required for any person or employee under this paragraph shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the unit of local government for its faithful performance.

**"Request for proposals" means a competitive selection achieved by negotiated procurement. The request for proposals shall be announced through at least one public notice, at least 14 days before the request date in a newspaper published in the territory comprising the unit of local government or, if no newspaper is published in that territory, in a newspaper of general circulation in the area of the unit of local government, from a unit of local government that will administer the program, requesting innovative solutions and proposals for energy conservation measures. Proposals submitted shall be sealed. The request for proposals shall include all of the following:**

- (1) The name and address of the unit of local government.
  - (2) The name, address, title, and phone number of a contact person.
  - (3) Notice indicating that the unit of local government is requesting qualified providers to propose energy conservation measures through a guaranteed energy savings contract.
  - (4) The date, time, and place where proposals must be received.
  - (5) The evaluation criteria for assessing the proposals.
  - (6) Any other stipulations and clarifications the unit of local government may require. "Unit of local government" means a county, township, municipality, or park district.
- (Source: P.A. 96-1197, eff. 7-22-10.)

#### **50 ILCS 515/10)**

Sec. 10. Evaluation of proposal. Before entering into a guaranteed energy savings contract under Section 15, a unit of local government shall submit a request for proposals. The unit of local government shall evaluate any sealed proposal from a qualified provider. The evaluation 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 evaluation shall include a detailed analysis of whether either the energy consumed or the operating costs, or both, will be reduced. If technical assistance is not available by a licensed architect or registered professional engineer on the unit of local government's staff, then the evaluation of the proposal shall be done by a registered professional engineer or architect who is retained by the unit of local government.

Any licensed architect or registered professional engineer evaluating a proposal under this Section may not have any financial or contractual relationship with a qualified provider or other source that would constitute a conflict of interest. The unit of local government may pay a reasonable fee for evaluation of the proposal or include the fee as part of the payments made under Section 20. (Source: P.A. 94-1062, eff. 7-31-06.)

#### **(50 ILCS 515/15)**

Sec. 15. Award of guaranteed energy savings contract. Sealed proposals must be opened by a member of the unit of local government's governing body or an employee of the unit of local government at a public opening at which the contents of the proposals must be announced. **Each person or entity submitting a sealed proposal must receive at least 10 days notice of the time and place of the opening. The unit of local government shall select the qualified provider that best meets the needs of the unit of local government. The unit of local government shall provide public notice of (i) the meeting at which it proposes to award a guaranteed energy savings contract, (ii) the names of the parties to the proposed contract, and (iii) the purpose of the contract. The public notice shall be made at least 10 days prior to the meeting.** After evaluating the proposals under Section 10, a unit of local government may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conservation measures recommended in the proposal would not exceed the amount to be saved in either energy or operational costs, or both, within a 10 year period from the date of installation, if the recommendations in the proposal are followed. (Source: P.A. 88-173.)

#### **(50 ILCS 515/20)**

Sec. 20. Guarantee. The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures. The qualified provider shall reimburse the unit of local government for any shortfall of guaranteed energy savings projected in the contract. A qualified provider shall provide a sufficient bond to the unit of local government for the installation and the faithful performance of all the measures included in the contract. **The guaranteed energy savings contract may provide for**

payments over a period of time, not to exceed 20 years from the date of the final installation of the measures. (Source: P.A. 96-1197, eff. 7-22-10.) *Winnebago County prefers a 15-year period of time.*

**(50 ILCS 515/25)**

Sec. 25. Installment payment contract; lease purchase agreement. A unit of local government, or units of local government in combination, may enter into an installment payment contract or lease purchase agreement with a qualified provider or with a third party, as authorized by law, for the funding or financing of the purchase and installation of energy conservation measures by a qualified provider. Every unit of local government may issue certificates evidencing the indebtedness incurred pursuant to the contracts or agreements. Any such contract or agreement shall be valid whether an appropriation with respect thereto is first included in any annual or supplemental budget adopted by the unit of local government. Each contract or agreement entered into by a unit of local government pursuant to this Section shall be authorized by official action of the unit of local government's governing body. The authority granted under this Section is in addition to any other authority granted by law.

If an energy audit is performed by an energy services contractor for a unit of local government within the 3 years immediately preceding the solicitation, then the unit of local government must publish as a reference document in the solicitation for energy conservation measures the following:

- (1) an executive summary of the energy audit provided that the unit of local government may exclude any proprietary or trademarked information or practices; or the energy audit provided that the unit of local government may redact any proprietary or trademarked information or practices.

A unit of local government may not withhold the disclosure of information related to (i) the unit of local government's consumption of energy, (ii) the physical condition of the unit of local government's facilities, and (iii) any limitations prescribed by the unit of local government.

The solicitation must include a written disclosure that identifies any energy services contractor that participated in the preparation of the specifications issued by the unit of local government. If no energy services contractor participated in the preparation of the specifications issued by the unit of local government, then the solicitation must include a written disclosure that no energy services contractor participated in the preparation of the specifications for the unit of local government. The written disclosure shall be published in the Capital Development Board Procurement Bulletin with the Request for Proposal. (Source: P.A. 95-612, eff. 9-11-07; 96-1197, eff. 7-22-10.)

**(50 ILCS 515/30)**

Sec. 30. Term; budget and appropriations. Guaranteed energy savings contracts may extend beyond the fiscal year in which they become effective. **The unit of local government shall include, in its annual budget and appropriations measures for each subsequent fiscal year, any amounts payable under guaranteed energy savings contracts during that fiscal year.** (Source: P.A. 88-173.)

**(50 ILCS 515/35)**

Sec. 35. Operational and energy cost savings. The unit of local government shall document the operational and energy cost savings specified in the guaranteed energy savings contract and shall designate and appropriate that amount for an annual payment of the contract. If the annual energy savings are less than projected under the guaranteed energy savings contract, the qualified provider shall pay the difference as provided in Section 20. (Source: P.A. 88-173.)

**(50 ILCS 515/40)**

Sec. 40. Available funds. A unit of local government may use funds designated for operating or capital expenditures for any guaranteed energy savings contract, including purchases using installment payment contracts or lease purchase agreements. A unit of local government that enters into such a contract or agreement may covenant in the contract or agreement that payments made under the contract shall be payable from the first funds legally available in each fiscal year. (Source: P.A. 88-173.)

**(50 ILCS 515/45)**

Sec. 45. Funding. State aid and other amounts appropriated for distribution to or reimbursement of a unit of local government shall not be reduced as a result of energy savings realized from a guaranteed energy savings contract or a lease purchase agreement for the purchase and installation of energy conservation measures. (Source: P.A. 88-173.)

**(50 ILCS 515/75)**

Sec. 75. (Amendatory provisions; text omitted). (Source: P.A. 88-173; text omitted.)

**(50 ILCS 515/99)**

Sec. 99. This Act takes effect upon becoming a law. (Source: P.A. 88-173.)

**END OF LOCAL GOVERNMENT ENERGY CONSERVATION ACT**

## **SCOPE OF SERVICES**

The County is seeking to establish the specific qualifications of the responding qualified providers to provide the comprehensive array of energy services required to deliver a comprehensive guaranteed energy savings project. These services may include, but are not limited to:

- Performance of an investment grade energy audit and analysis
- Design and specification of equipment and systems to be used in providing energy efficiency improvements
- Services associated with the procurement of new equipment
- Project management of the installation
- System commissioning
- Training of facility, custodial, and administrative staff on energy efficient practices
- Services in connection with arranging financing for the project
- Measurement and verification of energy savings
- Energy savings guarantee
- Identification of available financial incentives or rate reductions

## **END OF SCOPE OF SERVICES**

## OFFER PROPOSAL REQUIREMENTS

### PROPOSAL FORMAT

Utilize the format provided below for proposal responses. Please number and re-state each subheading and question, followed by your response. Number all pages. Please limit your response to the size limits provided for each subheading as indicated, excluding appendices. Qualified providers that do not include all requested data or include additional unrequested data will be rejected and disqualified from the evaluation process.

#### 1. EXECUTIVE SUMMARY (2 pages maximum)

Provide a concise summary of your value proposition for this project. State that you meet all minimum requirements of the RFP, or list any applicable exceptions on the included form.. In one page or less, describe your firm's general approach to energy savings performance contracts, including differentiating characteristics. Include contact information and binding signature by an authorized representative of your company

#### 2. FIRM PROFILE (8 pages maximum)

- 2.1. State your firm type (corporation, partnership, sole proprietorship, joint venture).
- 2.2. State the number of years your firm has been in business under its present name.
- 2.3. Indicate all other names by which your organization has been known and the length of time known by each name.
- 2.4. Provide an organizational chart illustrating your overall company structure, including any parent and sister companies. Indicate which branches, divisions, or business units are responsible for providing energy conservation projects.
- 2.5. List all projects with which your firm has entered into litigation during the past ten years associated with a guaranteed energy savings contract. Provide a brief summary detailing the litigation. Omission of any past litigation will result in disqualification.
- 2.6. If a guaranteed energy savings contract is approved, the selected qualified provider shall give a sufficient bond to Owner for the installation and faithful performance of all energy conservation measures included in the contract.
- 2.7. Outline your company's approach to measuring customer service, and provide your customer service results for projects completed during the previous fiscal year.
- 2.8. State the number of years the firm has offered design-build energy conservation projects. County requires a minimum of five years.
- 2.9. Indicate the types of full-time, in-house personnel employed by your firm that provide professional services related to energy conservation projects.
- 2.10. Identify all full time employees that will serve as key personnel for this project. Provide an organizational chart for the Project Team and indicate the project phases in which each key personnel member will be involved.
- 2.11. Describe three projects completed or under contract with city or county governments that exemplify the ability to provide the technical and financial services for a project similar to this one. Include the county's name, description of services provided, project start/end dates, contract value, and contact information for the project reference.

### **3. CLIENT REFERENCES (1 page per reference)**

Offeror shall provide a minimum of three (3) references of current clients, and three (3) references of previous clients who the County may contact for a candid appraisal of the firm's services. The most effective references will come from entities, comparable in size to Winnebago County, for which your firm has provided services very similar to those the County is requesting. References should all preferably be within the last three (3) years.

### **4. GENERAL APPROACH (15 pages maximum)**

- 4.1. Describe your approach for project financing and obtaining other sources of funding for energy conservation projects.
- 4.2. Describe your recommended approach to the investment grade audit. Include in the appendix a sample investment grade audit report that was prepared by your company in the past 12 months for a similar project.
- 4.3. Describe your approach for material specifications and subcontractor selection.
- 4.4. Describe your approach for construction management. Include any in-house software tools that can be used for project management and reporting.
- 4.5. Describe your approach for commissioning of new systems
- 4.6. Describe your approach for providing training on new equipment and systems.
- 4.7. Describe your approach for managing warranties and maintenance of new equipment.
- 4.8. Describe your approach for ongoing M&V services over the course of the guarantee period. County requires budget neutrality each and every year of the guarantee term, and does not intend on including capital cost avoidance in the savings guarantee.
- 4.9. Describe the annual cost for the follow up energy surveys, cost or fee for survey.
- 4.10. Describe your Project Manager fees or percent to be charged or included in the cost.

### **5. CLAIMS AND COMPLAINT HISTORY**

Provide a list any claims filed against the proposer (or its agents or employees) with the proposer's liability insurance carrier for professional errors and omissions, including the nature and resolution of such claims. List all written complaints filed with local, State or Federal regulatory agencies, business organizations or other outside agencies against the proposer or any of its agents or employees within the past eight years, together with an explanation of their resolution.

### **6. CONTRACT AGREEMENT**

Include a copy of your standard contract agreement with your proposal.

### **7. IMPLEMENTATION TIMELINE**

Include in your proposal an implementation plan including dates describing how the qualified provider intends to execute the project that meets the timelines set forth in these specifications.

## **END OF OFFER PROPOSAL REQUIREMENTS**

**PROPOSAL BID FORM**

**PROPOSAL # 19P-2180**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<b>Full Name of Vendor</b>			
<b>Contact Person</b>			
<b>Business Address</b>			
<b>City, State, ZIP</b>			
<b>Telephone</b>		<b>FEIN No.</b>	
<b>Email</b>			

**Company Information**

Woman Business Enterprise (WBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Small Business Enterprise (SBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Minority Business Enterprise (MBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Veteran Owned	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**IF YES, CHECK THE FOLLOWING BOXES THAT APPLY:**

BLACK/AFRICAN AMERICAN	<input type="checkbox"/>	HISPANIC	<input type="checkbox"/>
NATIVE AMERICAN OR ALASKA NATIVE	<input type="checkbox"/>	ASIAN AMERICAN	<input type="checkbox"/>

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**TO:** Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies that he is:

<input type="checkbox"/> OWNER/SOLE PROPRIETOR	<input type="checkbox"/> A MEMBER OF THE PARTNERSHIP	<input type="checkbox"/> AN OFFICER OF THE CORPORATION	<input type="checkbox"/> MEMBER OF THE JOINT VENTURE
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Further, as Contractor, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Director of Purchasing, 404 Elm Street, Rockford, Illinois 61103 and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda

No(s): \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ issued thereto;

Further, the Contractor proposes and agrees, if this proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate.

The Affiant deposes and says that he/she has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he has provided equipment; supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the final contract schedule.

Signature of Proposers authorizes the County of Winnebago to verify business references.

**SIGNATURE OF PROPOSER**

SIGNATURE \_\_\_\_\_

Name and Title of Signer \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**PROPOSER'S SUBCONTRACTORS**

<b>FULL NAME OF VENDOR</b>	
<b>CONTACT PERSON</b>	

**SUBCONTRACTORS:**

Will you employ subcontractors? Yes  No

If "YES", identify with each firm's name, address, telephone number and work to be subcontracted (attach more sheets if necessary).

<b>SUBCONTRACTOR NAME</b>	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	

The proposer will not change or use subcontractors not identified in this proposal without prior written approval from the County.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County.

**END OF PROPOSER'S SUBCONTRACTORS**

**RFP EXCEPTIONS & DEVIATIONS FORM**

The Proposer’s shall provide the requested information for each exception or suggested deviation in the table form below. By completing and submitting this form, a Proposer acknowledges that its proposal may be deemed nonresponsive.

No.	RFP Section/Question #	Exception Taken and Reason	Proposed Deviation/Proposed Resolution of Exception	Price / Schedule Impact (if any)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Respondent: \_\_\_\_\_ (Name of Proposer)

By: \_\_\_\_\_ (Signature)

Date: \_\_\_\_\_

**END of RFP EXCEPTIONS & DEVIATIONS FORM**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS FORM**

The prospective Proposer \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

**I am unable to certify to the above statement. My explanation is attached.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**END of CERTIFICATION REGARDING DEBARMENT, SUSPENSION FORM**

**RETURN PROPOSAL LABEL**

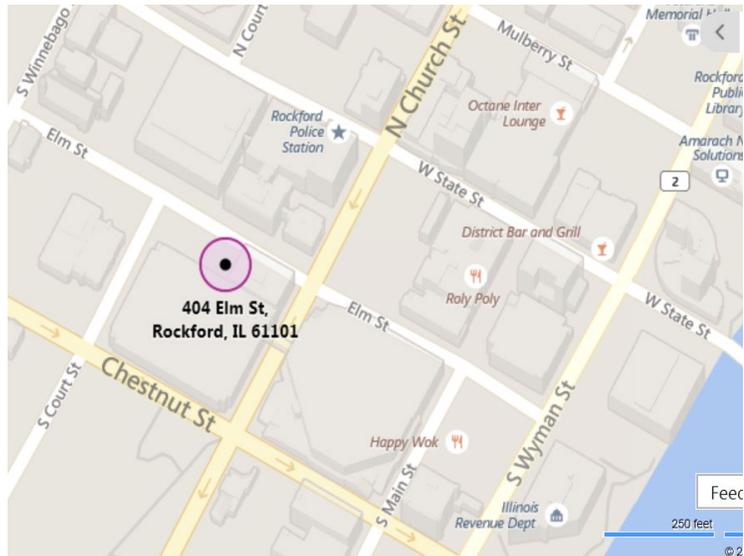


The County of Winnebago, Illinois will receive sealed Proposals at:

**WINNEBAGO COUNTY  
PURCHASING DEPARTMENT  
404 ELM STREET, ROOM 202  
ROCKFORD, ILLINOIS 61101**

All Proposals must be enclosed in sealed envelopes marked:

**“GUARANTEED ENERGY SAVINGS  
CONTRACT”**



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR



<p><b>PROPOSAL #</b> 19P-2180</p>	<p><b>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, Rm 202 ROCKFORD, IL 61101</b></p>
<p><b>PURCHASING DIRECTOR:</b> Ann Johns</p>	
<p><b>PROPOSAL NAME:</b> <b>GUARANTEED ENERGY SAVINGS CONTRACT</b></p>	
<p><b>PROPOSAL DUE DATE/TIME:</b> <b>JULY 18, 2019 11:00 AM</b></p>	