

**REQUEST FOR PROPOSALS GUARANTEED ENERGY  
SAVINGS CONTRACT**

Central Stickney School District #110 at 5001 S Long Avenue, Chicago, IL 60638 is requesting Qualified Providers to propose innovative solutions and energy conservation measures through a guaranteed savings contract.

These proposals may include, but are not limited to, implementation of energy equipment; repair, modernization, maintenance services at various locations 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 5/19b-1 *et seq.*). The District's objective in issuing this Request for Proposals is to provide a competitive means in which to select a single Qualified Provider to replace two boilers (or suitable alternate solutions) and perform any other agreed energy conservation measures pursuant to a guaranteed energy savings contract.

Proposals shall be received in the office of:  
Central Stickney School District #110  
5001 S Long Avenue  
Chicago, IL 60638

Deadline for Proposals: Friday June 7,  
2019 at 12:00PM

**NO EXTENSIONS WILL BE GRANTED**

Please provide three (3) Hard copies and one (1) Electronic copy of the proposal to the school district. The sealed proposals will be publicly certified as received when delivered. A copy of the Request for Proposal (RFP) specification can be obtained from the Administration Building Office at 5001 S Long Avenue, Chicago, IL 60638. **Mandatory site visit and pre-proposal meeting will be held on Monday May 20, 2019 at 10:00 AM at 5001 S Long Ave, Chicago, IL 60638.**

The District will evaluate all proposals and make a Qualified Provider recommendation, at which time the Qualified Provider that best meets the needs of the District will be notified. The District reserves the right to accept and/or reject any or all proposals or parts thereof. Any technical submissions under this request shall become property of the district.

Disclosure: the District discloses that Ameresco, Inc. assisted in the development of this Request. For questions concerning the RFP process, contact Dr. Christina Leahy, Superintendent at 708-458-1152.

## **I. PROPOSED PROJECT**

- A. The work to be included in the project will include replacement of two boilers (or suitable alternate solutions) and may also include restoration or replacement of equipment and/or material and any other recommended solutions consistent with the statute.
- B. Subject facilities include but are not limited to the Charles J. Sahs School.
- C. The intent of this RFP is to provide the District with the means to realize maximum operational (energy, O&M, etc) savings on a guaranteed basis consistent with the statute up to the maximum allowable term.
- D. A savings guarantee is required of all proposed services. Consistent with the statute, the total cost of project(s) installation shall not exceed the total savings resulting from same over the negotiated term. The means and methods of savings measurement and verification shall be negotiated by the parties and mutually agreed upon prior to final contract execution.
- E. Qualified provider must be able to demonstrate successful implementation of similar programs. Preference will be given to experience with projects in the K-12 market in the local area. Reference material shall include the following information:
- Date of project installation
  - Name of School District
  - Name of Administrative lead (superintendent)
  - Admin Lead contact information
    - Email, phone number
  - Brief description of the project scope of work
  - Total contract cost
  - Total guaranteed savings
  - May the District contact this reference to discuss project development, installation, and performance (yes / no)

## **II. PROPOSAL FORMAT**

Proposal must be submitted in the format outlined in this section. Tabs must identify each section. Every proposal will be reviewed to determine if it is complete prior to actual evaluation. The school reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

### **A: TABLE OF CONTENTS**

### **B: EXECUTIVE OVERVIEW**

Include: The challenges faced by the District and areas the Company can impact.

### **C: FIRM PROFILE**

Include:

- General Information
- Name of Firm
- Local and Corporate Office Addresses
- Primary Contact Information: Name, Title, Address, Phone Number
- Name of the Officer Authorized to Bind the Firm and Office Address
- Number of full time Engineers and Project Managers residing in Illinois
- Organizational Chart of Illinois Team
- Bonding Information: Name of bonding agent and contact information
- Provide a list of executed guaranteed energy savings contracts completed in Illinois over the past 5 years. If the firm's experience is from other projects designed and implemented in other states or personal references when working with other companies please do not include them. List only references where your company was the prime contractor.

### **D: QUALIFICATIONS**

Documentation must be submitted to support required qualifications as part of the ESCO's response.

- Minimum training under the statute, including the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures.
- Licensed design firm in the State of Illinois
  - o Certificate from the State of Illinois designating firm as a Professional Design Firm
- Employees who reside in the state of Illinois
  - o Provide a table showing number of employees in Sales, Engineering, Project Management, and Measurement and Verification with state residency.

## E: RELEVANT EXPERIENCE

- Management Team
  - List Management Team, Position and Number of Years with the Company
  - Provide a list of project types the management team has been involved with.
- Case Studies and References
  - Provide project and reference information on at least 5 projects in the Illinois K-12 market completed by your firm. Include: Project Name, Project Phases, Project Scope, Project Size, Project Saving, and Reference Information.

## F: PERSONNEL QUALIFICATIONS

- Brief Bio of Illinois Team
  - Include: Name, Job Title, Number of Years in Industry, Job Description, Job Responsibilities, and Educational Background.
- Management Team Resumes

## G: TECHNICAL APPROACH

- Existing conditions
  - Describe the current condition of the facilities
- Asbestos Abatement  
Answer Questions Below:
  - How does your firm address asbestos?
  - Do you include asbestos abatement work within your guaranteed energy savings contract?
- Recommended Improvements
  - Description of solutions for the project
- Describe your approach to engineering and design of the project
- List additional capabilities

## H: FINANCIAL APPROACH and GUARANTEE

- Project Financials: Project Cost and Savings (Energy and Operational)

## I: PROJECT MANAGEMENT

- Describe the company's approach to project and construction management
- Contractor Safety
- Building Access

## J: LITIGATION/DISPUTES

- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

- Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.
- Have you ever failed to complete any work awarded to you within the last three years? If yes, note when, where, and why.

### **III. Proposal Evaluation Criteria**

A School District evaluation team will evaluate all proposals and recommend an award subject to approval by the School Board. 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 at a date and time to be determined. If required by the District, it is anticipated that such presentation, if required, will not exceed one (1) hour. 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.
- Price/cost value in terms of work proposed.

The District reserves the right to accept in part or in whole any Submission, waive any formalities, or minor technical inconsistencies or delete any item/requirements from the RFP or resulting contract when deemed to be in the District's best interest.

The District's 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 school district staff, then the evaluation of the proposal shall be done by a registered professional engineer or architect, who is retained by the school district. A licensed architect or registered professional engineer evaluating a proposal must not have any financial or contractual relationship with a qualified provider or other source that would constitute a conflict of interest.

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 exercise of this discretion will be final.

#### **IV. Contract and Legal Requirements**

The terms and conditions stated herein 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.

As a public body, the Board must protect the rights of its taxpayers and therefore strongly discourages any limitations of liability in the tendered contract. To the extent that any potential contractor intends to submit a contract limiting its liability, please provide the terms of such limitations and the reasons therefor.

**Insurance and Indemnification:** Provider shall at its sole cost and expense, secure and maintain a standard comprehensive general liability insurance policy, on an occurrence basis, at limits of not less than \$2,000,000 in the aggregate and per occurrence, naming District, its individual board members, agents, consultants and employees as additional insureds. Provider shall also obtain an insurance policy covering its employees under Workers Compensation laws for not less than the limits of liability under applicable federal and Illinois statutory requirements. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, Provider shall waive any right of subrogation that it or its insurers may have. Provider shall deliver to the District certificates of insurance evidencing the insurance required under this RFP. Such insurance shall be primary and non-contributory. Until Provider has completed the energy conservation measures, Provider will not cancel or reduce its insurance without thirty (30) days prior written notice to the District. Provider agrees to indemnify, defend and hold harmless the District, its individual Board members, agents, consultants and employees, from and against all claims for death or injury to persons or property, and for any other claims, losses or damages, including claims of District, third parties, and Provider's or any subcontractor's employees, for any damages, losses, and expenses, including attorneys' fees, arising out of, relating to or connected with the performance of the work under this RFP and any resulting agreement, including, but not limited to, losses or damages for delay, improperly timed activities or defective work, as well as a breach of the agreement. Provider and each subcontractor agree to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on the project; waive any limitation of liability defense based upon the *Workers' Compensation Act*, court interpretations of said Act or otherwise; and agree to contribute to, indemnify and defend the District and its individual Board members, agents, employees and consultants from and against all such loss,

expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Provider shall cause this indemnification requirement to be incorporated into all subcontractor contracts.

**FOIA Obligations:** The Board is subject to the *Freedom of Information Act*, 5 ILCS 140/1, *et seq.* ("FOIA"), and any and all information submitted by the bidder and Contractor to the Board is subject to disclosure to third parties in accordance with FOIA. If the bidder or Contractor intends for the Board to withhold trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder or Contractor must include a written notification specifically identifying such information at the time it is submitted to the District, along with a statement that disclosure of such information will cause competitive harm, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked at the time of submittal will be presumed to be open to public inspection. The bidder or Contractor may be required to substantiate the basis for its claims at a later time. The bidder and Contractor agree to waive all claims and causes of action against the Board for release to third parties of any documents submitted pursuant to this solicitation for bids or contract. In addition, the Contractor shall cooperate with the District in processing any requests for public records and shall provide such records to the District at the request of the District's FOIA Officer for review and possible disclosure by the District.

**Compliance With Laws:** The successful contractor shall comply with all applicable laws, rules and regulations, including, but not limited to, the provisions listed herein. Provider agrees that Provider and its affiliates will collect and remit Illinois Use Tax to the extent applicable on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act* (35 ILCS 105/1 *et seq.*), regardless of whether Provider is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). Provider further certifies that it will provide a drug free workplace as required by the *Illinois Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*) by taking all actions enumerated at 30 ILCS 580/3. 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 prevailing rates of wages are revised by the Department of Labor from time to time and 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. Provider and its subcontractors shall keep records of all laborers, mechanics, and other workers employed on the project as required by the Act, and shall submit monthly a certified payroll as required by the Act.

Provider understands that smoking is prohibited on school district property pursuant to State and federal law. Provider acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of the District. All employees of Provider and its subcontractors performing work under this agreement who have direct, daily contact with pupils of any school in the District must submit to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. Moreover, Provider represents and warrants that none of its employees, agents or contractors performing work on the project are prohibited from being present on the District's property as a result of any criminal conviction.

Provider agrees to fully comply with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. 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 1201 *et seq.*, and rules and regulations promulgated thereunder. As required by Illinois law, in the event of 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"), 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 Agreement 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 regulation. During the performance of this Agreement, Provider shall agree 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, national origin or ancestry, citizenship status, age, physical or mental handicap 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 areas 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, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

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 Provider's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Provider in its efforts to comply with such Act and Rules, Provider will promptly so notify the Department and the District 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 District, 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 District and the Department for purpose of investigation to ascertain compliance with the 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 the Agreement, Provider will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the District and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, 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.

In addition to the foregoing, to the extent applicable and enforceable, the Provider shall comply with the *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.*). Provider shall protect, defend, indemnify and hold the District harmless for any claims or demands made as a result of Provider's or its subcontractors' failure to comply with any of the foregoing legal requirements.