



**Bloomington School District 13
Request for Proposals (RFP)
for qualifications for an ESCO Partner for an
Energy Performance Contracting Project**

**Issued by: Bloomington School District 13
January 31, 2013**

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Bloomington School District 13 is seeking specific proposals from qualified and NAESCO accredited Energy Services Companies (ESCOs) which are capable of providing comprehensive energy management and energy-related capital improvement services at two of Bloomington School District 13's buildings:

Erickson Elementary School

Westfield Middle School

These proposals may include, but are not limited to, implementation of energy equipment, and repair, modernization, and 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).

Project Overview

Bloomington School District 13 is interested in contracting for a full range of energy services and energy-related capital improvements designed to reduce energy use and related costs at its facilities. These services and improvements are to be delivered on a performance contracting basis, which may allow Bloomington School District 13 to:

- a) Incur no initial capital cost
- b) Achieve significant long-term savings, which are measured and verified
- c) Obtain an annual savings guarantee, which will be equal to or greater than the total annual project costs
- d) Obtain consistent levels of occupant comfort and system functionality
- e) Capture environmental benefits such as hazardous material disposal
- f) Have the ability to finance the project through an installment payment or a lease purchase arrangement over an extended contract term

Bloomington School District 13 seeks to maximize energy savings and related improvements within the framework of the maximum allowable 20 year contract term and available financing. Therefore, once an ESCO is chosen through this RFP approach the ESCO will be encouraged to structure a project which provides the greatest possible energy, operation and maintenance (O&M) savings, and the most beneficial project scope for Bloomington School District 13.

Bloomington School District 13 is utilizing the comprehensive implementation process as described and outlined in Article 105 ILCS 5/19b of the Illinois School Code, School Energy Conservation and Saving Measures. Energy and/or operational cost savings that may be attributed to this project will be reviewed, documented and verified by the ESCO, and approved by Bloomington School District 13.

Required Capabilities

The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy services including, but not limited to, an energy audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems, as well as project monitoring and savings measurement and verification. Additional services may include operation and maintenance for all improvements and/or training of Bloomington School District 13's staff on routine maintenance and operation of systems. Monitoring and verification services shall include appropriate measurement and timely reporting of the performance and savings from the project.

Overview of Terms and Conditions

Contract Term. No contract shall exceed 20 years in duration and may be subject to annual appropriations. The duration of the contract will be mutually determined between the ESCO and Bloomington School District 13 based on authorizing legislation, final project scope and financial factors.

Guarantee. The project must result in a guaranteed minimum annual energy and O&M savings guarantee, as well as defined levels of occupant comfort; and maintenance, monitoring, training or other services. The goal of this project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance, monitoring, training and other services, on an annual basis, for the duration of the contract term.

Financial Review. Detailed financial projections of project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of the negotiation of the project structure.

Insurance. Prior to the commencement of work, the successful ESCO must provide evidence of insurance for the construction phase of the project. By submitting a proposal, each ESCO agrees to furnish and maintain, at its own expense, insurance covering all operations under the contract, whether performed by the ESCO or its subcontractors, if any, including, without limitation, workers' compensation insurance, employers' liability insurance and commercial general liability insurance. All insurers shall be licensed by the State of Illinois. At any time following contract award, the ESCO shall submit to Bloomington School District 13 certificates of insurance satisfactory of insurance coverage or its policies upon request of Bloomington School District 13. The ESCO shall have its general liability insurance endorsed to provide that Bloomington School District 13, a body politic and corporate, and its Board members, employees, agents, officers, officials and any other entity as may be designated by Bloomington School District 13, are listed as "ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS" – on primary basis, without recourse or right of contribution. The ESCO shall require its insurer(s) to submit insurance certificate(s) naming Bloomington School District 13 as certificate holder and evidencing coverage maintained by the ESCO indicating that (1) Bloomington School District 13, and its Board members, employees, agents, officers, officials, and such other parties as may be designated by Bloomington School District 13 are additional insured on the general liability insurance and (2) the insurer will provide 60 days prior written notice of a material change, cancellation, or non-renewal to the Superintendent or authorized official of Bloomington

School District 13. The ESCO shall require any subcontractors under the contract to maintain comparable insurance which shall name the ESCO, Bloomingdale School District 13 inclusive of its Board members, employees, agents, officers, officials and other entity designated by Bloomingdale School District 13 as Additional Insured. The ESCO will maintain a file of subcontractors' insurance certificates evidencing compliance with these requirements.

Amount of Insurance. ESCO will be required to take out and maintain, at its sole cost and expense, the following insurance coverage during the term of the Project:

Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent provided by the Worker's Compensation Act and the Occupational Disease Act of the State of Illinois, on all of ESCO's employees engaged in the Project;

General Liability. Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverage) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars (\$2,000,000.00) annual aggregate;

Automobile Liability. Automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person, not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

Excess Liability. In addition to the insurance requirements and coverage listed above for General Liability and Automobile Liability, ESCO shall take out and maintain, at its sole cost and expense, an excess liability insurance policy during the term of the Project concerning such general and automobile liability. The excess insurance coverage provided for under this excess liability insurance policy shall afford additional protection to the Owner to the limit of not less than Five Million Dollars (\$5,000,000.00) in one occurrence and to the limit of not less than Five Million Dollars (\$5,000,000.00) annual aggregate.

Design Professional Liability. Design Professional liability insurance against claims for negligent acts, errors and omissions in rendering professional services with such insurance to afford protection in an amount not less than Five Million Dollars (\$5,000,000.00) for each claim and Five Million Dollars (\$5,000,000.00) in the aggregate.

Prevailing Wage. Bidders/contractors must comply with ACT 130- The Prevailing Wage Act as enacted by the State of Illinois. All laborers, workers and mechanics employed by or on behalf of Bloomingdale School District 13 in the construction of public works must be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed.

Procurement Process

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

Building Walk-Through. Prior to the submission of responses, the School District has arranged for a walk-through inspection of the district's building(s) for all interested ESCOs in order to enhance their understanding of existing building conditions and opportunities. The building walk-throughs are scheduled to take place on Wednesday, February 6, 2013 beginning at 2:00 pm only. All interested parties should **meet at Westfield Middle School** at the aforementioned date and time. Please contact Greg Leyden, (630) 671-5316 if you intend to participate in the walk-through. Any provider looking to respond to the RFP **MUST** be present at the mandatory walk-through.

Submission of Written Proposals. ESCOs interested in providing a response for the services requested must respond in writing by Tuesday, March 5, 2013, no later than 10:00 am CST. All submissions become the property of Bloomington School District 13 and will not be returned to the ESCO. If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, the data or information must be specifically identified as such on every page on which it is found. Respondent should be aware that the school district is subject to the Illinois Freedom of Information Act and cannot guarantee that any document provided by a respondent will be considered as exempt from public disclosure under such Act. Data or information so identified will be used by Bloomington School District 13 solely for evaluating the proposals and conducting contract negotiations. All costs associated with submission preparation will be borne by the submitting ESCO.

Proposal Review and Selection of Finalists. Bloomington School District 13 will review and evaluate the ESCOs' written responses to the RFP as stipulated in Article 5/19b, School Energy Conservation and Savings Measures of the School Code (105 ILCS/5). Client references will be heavily weighted in the evaluation of this RFP. Bloomington School District 13 intends to select one (1) ESCO as the finalist.

Bloomington School District 13 reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received, and to accept any submissions if deemed in the best interest of Bloomington School District 13 to do so.

Development of Energy Services Agreement. After acceptance of the Facility Evaluation and Project Proposal by the selected ESCO, Bloomington School District 13 intends to negotiate an Energy Services Agreement (ESA). If an acceptable ESA cannot be negotiated within 60 days from the date of acceptance of the Facility Evaluation and Proposal, negotiations with the next-ranked ESCO may be initiated.

1. PROPOSED PROJECT SCHEDULE

The following is the proposed project schedule, which may be adjusted as necessary during the procurement of services.

ACTIVITY	DATE
Issue RFP	January 31, 2013
Mandatory Walk-Through	Wednesday February 6, 2013 at 2:00 pm –Begin at Westfield Middle School
Proposals Due at District Offices	Tuesday March 5, 2013, 10:00 am CST
Proposal Review and Selection of Finalist	March 5 - 17, 2013
Board approval of selected ESCO	March 18, 2013
Notification of ESCO Selection (Letter of Intent)	March 19, 2013
Development of Energy Services Agreement (ESA)**	March 20 – April 21, 2013
Execute Implementation of ESA**	April 22, 2013

*** Includes negotiation, approval, and signing*

NOTE: Date(s) are subject to change based upon the needs of Bloomingdale School District 13.

No extensions will be granted.

2. EVALUATION CRITERIA

Evaluation of Proposals: Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals and client references as appropriate. The maximum number of points is 100. The point value system for evaluation of RFP responses will apply in the following manner:

Team Experience and Qualifications	35
Technical Approach	25
Implementation and Project Management	30
Financial Approach and Performance Guarantee	10

3. INSTRUCTIONS TO PROPOSERS

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead Bloomingdale School District 13, may be used as grounds to find the proposing ESCO ineligible.

PROPOSAL SUBMITTAL INFORMATION

ESCOs who wish to have proposals considered by Bloomingdale School District 13 must submit **three (3) copies, by 10:00 am CST on March 5, 2013** to the following address: **Dr. Jon Bartelt, Superintendent, Bloomingdale School District 13, 164 South Euclid, Bloomingdale, IL 60108.** Proposal shall be sealed and labeled "Energy Conservation".

Responses will be opened on March 5, 2013, at 10:00 am CST.

4. ESCO PROFILE, QUALIFICATIONS AND PROPOSED APPROACH TO PROJECT

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8½ " x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. ESCOs must also include a table of contents that indicates the section and page numbers corresponding to the information included.

All questions must be addressed by the ESCO in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by Bloomingdale School District 13 as grounds to find the ESCO ineligible. If a question or directive does not pertain to your company in any way, please indicate with the symbol N/A.

TEAM EXPERIENCE & QUALIFICATIONS

4.1 Company Information

Please provide the ESCO name and address and the names and titles of two contact people. Present any and all company information including, but not limited to the number of years the ESCO has been in business **(a minimum of 5 years of operation and 5 years of Performance Contracting Experience under the present company name is required)**, parent company information, and financial information which must include at least five (5) years of annual gross revenue.

Identify ESCO's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation. Certify that your company is not currently under suspension or debarment by any government entity, and that it does not owe any back taxes. Describe any pending lawsuits against your company.

4.2 Financial References

Provide a copy of your company's most recent annual report. Provide a Balance Sheet and Cash Flow statement. Provide the name, address, and the telephone number of the firm(s) that prepared the Financial Statements.

Enclose banking references including financial institution, address, contact person, telephone number, and specific information on your company's credit that may be used to fund construction for large-scale projects.

Provide a letter of bonding ability from a surety with an A.M. Best rating of A or better setting forth: (1) the dollar limit of your bonding capacity to post performance and payment bonds both on a per project basis and on an aggregate basis; (2) whether you have the ability to provide an energy savings bond for the first 36 months on an energy savings guaranty period that is not subject to termination for convenience by the surety; and (3) if you have the ability to provide an energy savings bond for the first 36 months on an energy savings guaranty period that is not subject to termination by the surety, set for (a) the dollar limit on a per project basis to post such an energy savings bond and (b) identify at least one project, if there is one, where you have posted such a bond or a bond of longer duration not subject to termination for convenience.

4.3 Technical Qualifications and Personnel Information

Indicate the number of guaranteed energy savings projects currently under contract with your company. Indicate the installed project cost value, and identify all projects currently in repayment. **The company must have NAESCO Accreditation.**

Please provide resumes for your company's staff that will be responsible for delivering a successful energy savings project to Bloomingdale School District 13. Include the years of company service for the engineering and project management team members that may be given specific responsibility for this project.

4.4 Customer References

Provide a minimum of ten (10) energy savings K-12 Illinois customer references for projects that were completed by your firm. List only those references where your company was the prime Energy Service Company that provided the energy savings guarantee (not a subcontractor).

TECHNICAL APPROACH

4.5 Overview of Services and Approach to Projects

Summarize the scope of services offered by your company (design, financial, operations, maintenance, training, etc.) for this project, including the added value of your company's services.

4.6 Preliminary Technical Approach

Describe the design process that your company utilizes to assure that the technical solution meets Bloomingdale School District 13's needs. Include how your company addresses the mechanical and energy related systems.

IMPLEMENTATION & PROJECT MANAGEMENT

4.7 Project / Construction Management

Describe how your company would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

4.8 Training Provisions

Describe your company's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your company will address any turnover of key facility personnel as it relates to project performance.

4.9 Approach to Equipment Maintenance

Describe any major changes in operations or maintenance for this project that your company anticipates. Address how you would approach the role of Bloomingdale School District 13's personnel in performing maintenance on the new and existing equipment.

FINANCIAL APPROACH

4.10 Measurement and Verification of Energy Savings

Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your company to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

Please summarize procedures, formulas and methodologies including any special metering or equipment your company will use to measure and calculate energy savings for this project. Indicate how your company identifies, documents and measures operational cost savings opportunities. Describe your company's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified.

4.11 Project Financing

Describe your company's preferred approach to providing or arranging financing for this project.

SUPPORTING DOCUMENTS

Include any documents, sample reports, etc. which demonstrate your company's expertise, technical approach and capabilities.

FACILITY ADDRESSES

Westfield Middle School, 149 Fairfield Way, Bloomingdale, IL 60108

Erickson Elementary School, 277 Springfield Drive, Bloomingdale, IL 60108

District Offices, 164 S. Euclid Ave., Bloomingdale, IL 60108

Contractor Certificate:

Please sign, notarize, and return the enclosed Contractor Certificate.

Disclosure:

The District discloses that Energy Systems Group assisted in the preparation of the Request for Proposal document.

BLOOMINGDALE ELEMENTARY SCHOOLS

DU PAGE SCHOOL DISTRICT 13

DR. JON BARTELT
Superintendent
DR. AMANDA BELANGER
Assistant Superintendent

DISTRICT OFFICE
164 South Euclid Avenue
Bloomington, IL 60108-1634
(630) 893-9590
Fax (630) 893-1818

Bidders/contractors must satisfy themselves, upon examination of the specifications, as to the intent of the specifications. After the submission of the proposal, the District will entertain no complaint or claim that there was any misunderstanding in regard to items listed for bidding.

Upon acceptance of your proposal, contractor's certificates regarding bid-rigging and rotating, prevailing wages, criminal background checks, drug free and sexual harassment policies in the work place **MUST BE SIGNED AND NOTARIZED** or your proposal will be disqualified.

Bidders/contractors must comply with ACT 130- The Prevailing Wage Act as enacted by the State of Illinois. No less than the prevailing rate of wages as found by the Department of Labor shall be paid to all laborers, workers and mechanics performing work under a contract for this project. The latest prevailing rate of wages is attached to the specifications. Contractors will be notified of any revisions by the School District, and revised rates will apply.

As you know, under the Illinois Prevailing Wage Act (820 ILCS 130/5), all laborers, workers, and mechanics employed by or on behalf of a public body for public works projects must be paid a prevailing rate of wages and benefits as approved by the U.S. Department of Labor for the locality in which the work is being performed. Effective August 10, 2005, the Illinois Legislature amended the Prevailing Wage Act to reflect the following new requirements.

Each month, all contractors and subcontractors must submit certified payroll records to the School District showing each worker's (a) name, address, and telephone number; (b) social security number; (c) worker classification according to the attached Schedule A; (d) hourly wages paid in each period; (e) number of hours worked each day; and (f) starting and ending times of each work day. These records must be accompanied by a signed declaration of the contractor or subcontractor stating that (1) all payroll records are true and accurate; (2) the hourly rate paid to each worker is at least the prevailing wage as defined by the Illinois Prevailing Wage Act; and (3) the contractor or subcontractor understands that filing a false statement, including knowingly relying on the false statements of another subcontractor, is a Class B misdemeanor. Forms may be downloaded at the following website: www.state.il.us/agency/idol/forms/pdfs/IL452CM02.pdf The prevailing wage for the School District is included in all District contract documents.

Contractors and subcontractors must maintain these payroll records for at least three years. Additionally, upon two business days' notice, contractors and subcontractors must make their payroll records and supporting documentation available for inspection by Bloomington School District or the Illinois Department of Labor.

In light of these new statutory requirements, please electronically submit all payroll records and certifications described above by the 15th of each month. Please email the documents as attachments, in either Microsoft Word format or Adobe Acrobat .pdf format, to gleyden@sd13.org. In the event that a signed certification cannot be sent electronically, please fax that document to my attention at (630) 893-9336. Thank you for your cooperation.

Sincerely,
Greg Leyden
Director of Buildings and Grounds, Bloomington School District 13

**CONTRACTOR
CERTIFICATIONS**

1. BID-RIGGING AND BID-ROTATION

The undersigned bidder or contractor hereby certifies that he is not barred from bidding on this contract as a result of a violation or conviction of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961 as amended.

2. NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent states that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person *from* bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

3. SEXUAL HARASSMENT CLAUSE

The undersigned bidder is in full compliance with the requirements of section 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract

4. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices.

5. CRIMINAL BACKGROUND INVESTIGATIONS

Contractor/vendor is in compliance with Senate Bill 540, P.A. 86-411, effective as of January 1, 1990, which states that criminal background investigations must be conducted by the Department of State Police on all employees working for contractors doing business with the school district **who come in daily contact with children.**

6. ILLINOIS DRUG FREE WORKPLACE ACT

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

7. NO SMOKING CLAUSE

Bidder agrees that he, his employees and sub-contractors, will abide by the District 13 NO smoking policy on any District 13 property.

8. PREVAILING WAGE ACT

Bidders/contractors must comply with ACT 130- The Prevailing Wage Act as enacted by the State of Illinois. No less than the prevailing rate of wages as found by the Department of Labor shall be paid to all laborers, workers and mechanics performing work under a contract for this project.

Certified payroll reports will be furnished with ALL invoices.

By signing and notarizing this document, I state and declare that the Bidder/Contractor listed below and I are in compliance, and will comply, with all of the Certifications listed herein.

_____ Signature	_____ Date
_____ Firm	_____ Bidder/Contractor
_____ Address	_____ Phone
_____ Address	_____ NOTARY signature/date NOTARY STAMP: