

**COAL CITY COMMUNITY  
UNIT SCHOOL DISTRICT 1**

**REQUEST FOR PROPOSAL (RFP)**

**FOR A**

**GUARANTEED ENERGY SAVINGS CONTRACT**

**MR. JASON SMITH, BUSINESS MANAGER  
COAL CITY CUSD#1  
100 SOUTH BAIMA STREET  
COAL CITY, IL 60416  
(815) 634-2287**

**REQUEST FOR PROPOSAL (RFP)  
FOR A  
GUARANTEED ENERGY SAVINGS CONTRACT**

Notice is hereby given that Coal City CUSD 1 (District) requests proposals for the implementation of a Guaranteed Energy Savings Contract. The District's objective in issuing this Request for Proposal (RFP) is to provide a means in which to select a single qualified provider (Qualified Provider) of a Guaranteed Energy Savings Contract. The project shall follow the requirements of Article 19b of the School Code of the State of Illinois - "School Energy Conservation and Savings Measures."

Proposals will be received until 2:00 P.M. local time on Friday, March 22, 2013 at the office of the Business Manager and publically opened at the address listed below. Proposals will be in accordance with said Article 19b of the Illinois School Code and the RFP guidelines. For more information, contact Mr. Jason Smith, Business Manager, Coal City CUSD 1, 100 S. Baima Street, Coal City, IL 6416 (815) 634-2287. A mandatory pre-proposal meeting will be conducted at the district office on Wednesday, February 27, 2013 at 2:00 P.M. All Qualified Providers wishing to respond to this RFP must be present at the mandatory pre-proposal meeting.

The District will base its qualified provider selection on the following criteria:

1. Experience and Qualifications
2. Proposal Presentation and Technical Approach
3. Financial Consideration and Net Economic Impact
4. Ability to Implement Project with In-house capabilities
5. Ability to Provide In-house Maintenance and Training Services

Upon review of Proposals received in response to this RFP, the District may enter into a contract with the qualified provider that provides the best overall value to the District.

The District reserves the right to reject any and all proposals and to be the sole judge of the value and merit of the proposals offered.

Jason Smith  
Business Manager

In accordance with the Illinois School Code Article 19B-3, we disclose that Precision Control Systems, Inc. participated in the preparation of these specifications.

Dated: February 15, 2013

## TABLE OF CONTENTS

	<u>Page</u>
<b>RFP Advertisement for Guaranteed Savings Program</b>	<b>2</b>
<b>Table of Contents</b>	<b>3</b>
<b>I. Proposal Content &amp; Format</b>	<b>4</b>
<b>II. Evaluation Process</b>	<b>6</b>
<b>III. Evaluation Criteria</b>	<b>6</b>
<b>IV. Contract Requirements</b>	<b>7</b>
<b>V. Contract</b>	<b>8</b>
<b>ECM Table Format Attachment A</b>	<b>11</b>
<b>Cash Flow Format Attachment B</b>	<b>12</b>
<b>Certificates: Bid Rigging, Wage Act, Eligibility, Harassment, Drug-Free, Non-Collusion</b>	<b>13-18</b>
<b>District Information, Standards</b>	<b>19</b>

## **I. PROPOSAL CONTENT & FORMAT**

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

### **A. Executive Summary**

1. Qualified Provider shall provide a summary describing company background and experience, Technical Approach findings, Financial Approach and O&M Approach.

### **B. Illinois Law**

1. Qualified Provider shall provide background on the Illinois code governing performance contracting in Illinois schools.

### **C. Experience and Qualifications**

1. Company history; describe core business(es), local experience in performance contract market, building trades affiliations and capability of performing work in-house.
2. Describe staffing that is located in Chicagoland area and available to the project.
3. The company's experience with guaranteed energy savings contracts (references). Include five (5) Northern Illinois school district references that include the following information:
  - Project cost, savings and scope, and describe what work performed in house
  - District name, address, telephone number and contact person
4. Project references are to be that of Qualified Provider, not Qualified Provider employee(s).
5. The company's experience with District's existing Schneider Electric TAC temperature control system and front end.
6. Provide resumes of all key project personnel. Indicate projects personnel have completed.

### **D. Technical Approach**

Section D should contain the following information about the respondent's technical approach to meeting the District's comfort, energy efficiency and operating cost reduction objectives.

1. List specific energy conservation measures the respondent proposes to implement, using Attachment A. Provide the cost and savings for the recommended measures. State whether the scope of work is performed in-house or by subcontractors. Preference will be given for in-house capabilities.

2. Include data regarding existing systems and equipment along with information on how those existing systems are compromised or are inefficient. Respondent must clearly describe each of the conservation measures and provide a detailed equipment listing for each component that the qualified provider intends to provide as part of their proposal.

### **E. Financial Approach**

Section E should contain the following information about the financial terms of the proposed transaction:

1. Energy, Operational and Capital Offset Savings: describe calculation methodology.
2. Cash Flow Analysis: Using Attachment B, include a cash flow analysis with energy, operational and capital offset savings, total program cost and net cash flow.
3. Performance Bond: The qualified provider must submit to the District a performance bond in the amount of 100% of the construction costs.
4. Guarantee: Provide an explicitly written guarantee of the savings on an annual basis throughout the term of the agreement. Also provide a complete description of the guarantee methodology that will be used.

### **F. Project Management and Monitoring**

1. Include in your proposal an implementation plan including completion dates describing how the qualified provider intends to execute the project.
2. Describe in detail the ability to perform the work utilizing in-house direct employees of the Energy Services Company.
3. Describe in detail Qualified Provider's approach to project management for the improvements proposed.
4. Provide an implementation timetable as well as a staffing plan identifying key project management personnel.
5. Describe methods expected to be used to compute the baseline energy use for this project, and the Measurement and Verification methodology to be used in the project. Describe any modeling programs used by your company to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Summarize procedures, formulas and methodologies including any special metering or equipment Qualified Provider will use to measure and calculate savings for this project.

### **G. Maintenance and Training Approach**

1. 90% Maintenance and training services must be provided by direct employees of the Qualified Provider.
2. Qualified Provider should indicate it's capability to provide up to 90% of the maintenance and training services by direct employees of the Qualified Provider.

3. Each Qualified Provider shall describe in detail the maintenance program that is contained in their proposal. Include the following in your description:
  - Scope of services - preventive maintenance, predictive maintenance and repairs.
  - Equipment - list of all HVAC, temperature control and lighting equipment that is covered under the maintenance program.
  - Response time for regular and emergency repairs.
  - Resumes of service personnel.
4. Each Qualified Provider shall describe in detail their training capabilities provided by direct employees of the Qualified Provider and the services that will be provided on new and existing equipment throughout the District buildings. Include the following in your description:
  - Description and location of remote training facility.
  - Type of on-site training that will be provided; i.e., classroom vs. hands-on, quantity and duration of classes, list of District personnel that will be trained, etc.

#### **H. Official Statements**

1. Qualified Provider shall execute the certificates found as attachments to this RFP.

### **II. EVALUATION PROCESS**

The District's evaluation team is internal and will consist of administrative personnel. The evaluation team members will read and evaluate the proposals and presentations. The team will make a recommendation to the Coal City Board of Education. Selection will be presented to and approved by the Board of Education. A Letter of Intent will be issued by the Board of Education to the successful respondent at that time. The negotiation process and determination of final project scope, terms and conditions, and financial and legal issues, will begin immediately following the issuance of the Letter of Intent.

### **III. EVALUATION CRITERIA**

Contract award may be considered for the qualified provider who rates the highest in the categories outlined below and who best matches the needs of the District. The maximum number of points is 100.

#### **A. Experience and Qualifications 25%**

1. Company history; describe core business(es), local experience in performance contract market, building trades affiliations and capability of performing work in-house.
2. Describe staffing that is located in Chicagoland area and available to the project.
3. The company's experience with guaranteed energy savings contracts (references).
4. The company's experience with District's existing Schneider Electric TAC temperature control system and front end.

5. Provide resumes of all key project personnel. Indicate projects personnel have completed. Preference will be given to respondents demonstrating strong capacities, experience and reputation in projects similar to those described in this RFP and providing authoritative documentation of the respondent's local presence.

**B. Proposal Preparation and Technical Approach 25%**

Proposals should include a detailed and sound technical approach to meeting the District's comfort, energy and operating efficiency objectives. Proposals should also outline the respondent's specific responsibilities for operation, maintenance and repair of equipment and systems following installation (including the District's existing equipment). It must also follow the format described herein.

**C. Financial Consideration and Net Economic Impact 15%**

Preference will be given to the proposals that responsibly maximize the net economic benefit to the District and that responsibly minimize the risk to the District, in connection with the proposed transaction. The energy, operational and capital savings are guaranteed to cover the cost of the payments for the measures.

**D. Ability to Implement Project 25%**

The District will consider the ability to implement the scope of work, the schedule proposed to complete the work, and the proposed project management method for keeping the project on time and within budget with 75% in-house capabilities.

**E. Provide Comprehensive Maintenance 10%**

Preference will be given to proposals demonstrating the ability and plan to implement the project and provide comprehensive in-house/direct employee maintenance services. The proposal should state how the respondent plans to service the District's different mechanical and control systems as well as train District personnel on all new and existing systems included in this program with direct employees.

#### **IV. CONTRACT REQUIREMENTS**

The District is authorized to enter into an installment payment contract, a lease purchase contract, or a financing arrangement using currently existing funds. The choice of debt instrument should attempt to best meet the requirements of the District's overall program needs, and shall be determined by the District. The District will include the terms described in this section in the final agreement to be submitted to the selected Qualified Provider. Also, the District reserves the right to include added terms in the final agreement, which will be subject to District legal review. The Qualified Provider will prepare contract documents and the successful responding proposal will comply with the provisions of Article 19b of the School Code of Illinois and the requirements outlined herein. Final contract shall be subject to legal review performed by District legal counsel.

**A. General**

1. Cost for Proposal Preparation. The District is not liable for any costs incurred by a respondent in preparing or submitting a proposal, or in preparing the contract or for any other fees incurred to submit proposals.

2. **Right to Submitted Material.** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits and other material submitted as part of a proposal will become the property of the District when received.
3. **Competitive Offer.** Pursuant to State law, and under penalty of perjury, the signer of any proposal submitted in response to the RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either federal or State antitrust laws.
4. **Warranty.** The District expects that all projects recommended and equipment replaced will have normal manufacturers or construction warranties appropriate to the project. The District does not expect the extension of additional warranties beyond those indicated unless the individual project dictates such extension.

#### **B. Right-of-Way**

The necessary right-of-way for any construction to be done across or in private property will be the responsibility of the District. The Qualified Provider shall take due the proper precautions against any injury to adjacent structures and shall hold himself strictly within the rights secured to him by the District in prosecuting the work on private property.

#### **C. Labor Laws and Ordinances**

The Qualified Provider shall obey and abide by all the laws of the State of Illinois relating to the employment of labor and public work and all ordinances and requirements of the District regulating or applying to public improvements.

The Qualified Provider shall execute RFP attachments in their entirety and include them with their proposal.

The Qualified Provider agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of age, race, color, religion, national origin, sex, handicap, marital status, unsatisfactory military discharge or ancestry (except where based on a bona fide occupational qualification). The Qualified Provider further agrees that every subcontract entered into for the performance of the agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as material breach of the agreement.

#### **D. Workers' Compensation Insurance**

The Qualified Provider shall procure and maintain, during the life of this agreement, Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Illinois, adequately protecting all labor employed by the Qualified Provider during the life of this agreement and shall provide evidence to the District that such insurance is, in fact, in force.

**E. Comprehensive General Liability Insurance**

The Qualified Provider shall procure and shall maintain in effect, during the life of this agreement, Comprehensive General Liability in an amount not less than \$2,000,000 each occurrence, \$2,000,000 products/completed, \$1,000,000 aggregate for Bodily Injury Liability, \$1,000,000 each occurrence for Property Damage Liability, \$50,000 Fire Damage Legal Liability and \$5,000 medical expense any one person. In addition, Comprehensive General Liability Insurance shall include coverage for Personal Injury Liability (including employment related suites), Independent Contractor's Liability, Blanket Contractual Liability and Products and Completed Operations Liability.

**F. Comprehensive No-Fault Automobile Liability Insurance**

The Qualified Provider shall procure and maintain in effect, during the life of this agreement, Comprehensive No-Fault Automobile Liability Insurance with residual limits of \$1,000,000 each occurrence for Bodily Injury and Property Damage Liability, \$1,000,000 Uninsured and Under Insured Motorist Insurance and \$5,000 per insured auto medical payments. Such coverage is to include Employer's Non-Owned and Hired Liability and is to cover all vehicles owned, leased, operated by, or for, or on behalf of the Qualified Provider.

**G. Umbrella Liability Insurance**

The Qualified Provider shall procure and maintain in effect, during the life of this agreement, an Umbrella Liability Policy which will apply in addition to those insurance coverage's specified in Sections E and F above. Such policies shall have a limit of liability of \$5,000,000 for each occurrence and \$10,000,000 aggregate.

All insurance shall be written with a Best's Insurance Rating of no less than A-8 Class VIII. All such policies of insurance shall be primary and non-contributory and shall name the District as additional insured. All property damage liability insurance must be on a replacement coverage basis and also include actual expenses incurred on the loss of use of any such tangible personal property. All such policies of insurance shall include coverage under the Scaffolding Act and shall be written by companies approved by the District. All insurance shall be continuously maintained throughout execution of the project and updated as needed throughout the project. All such policies shall require at least 30 days advanced written notice to the District in the event of a proposed non-renewal, cancellation, modification of any kind and/or expiration of the term. If the District is damaged by the failure of the Qualified Provider to maintain such insurance or by the application of deductibles or failure of the insurance company to pay in full any claim, then the Qualified Provider shall bear all reasonable costs properly attributed thereto.

**H. Indemnification**

Certificates of Insurance evidencing all the above referenced insurance coverage shall be delivered to the District by the Qualified Provider upon the execution of the final agreement and shall include a clause which states that the Qualified Provider shall defend, indemnify and hold the District and its Board of Education, its officers and employees (hereinafter "Indemnities") harmless from any and all claims and judgments to which the District and Indemnities may be subjected or which it may suffer or incur by reason thereof.

Additionally, the Qualified Provider agrees to indemnify, defend and hold the District and Indemnities harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the negligence or misconduct of the Qualified Provider or its employees or other agents in connection with its activities within the scope of this agreement, insofar as any such loss or claim is not covered by available insurance proceeds. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this agreement with respect to any claims, based on facts or conditions which occurred prior to termination.

#### **I. Bonds and Insurance**

The successful proposer will be required to execute a bond with sureties acceptable to the District; bond to be executed to the District and to be continued for the faithful performance and fulfillment of the ECM projects and to include the protection of the District from all liens and damages arising out of the work.

Insurance policies required under this agreement to be carried by the Qualified Provider shall state that they shall not be changed or canceled without thirty (30) days' prior written notification to the District. Upon written request at any time prior to or during the term of this agreement, the District and shall be named as an additional insured under any or all insurance policies required to be maintained by the Qualified Provider and (b) shall be provided with insurance company certificates certifying that such policies are in full force and effect.

#### **J. Standards of Service**

The Qualified Provider will maintain and operate equipment in a manner that will provide the proper standards of service and comfort for the school buildings. Specific lighting levels shall be maintained per code and the Illinois Life Safety Code for Public Schools (lighting measurements to be taken with curtains closed at desk height).

#### **K. Arbitration**

Any dispute, controversy or claim arising out of or in connection with relating to this agreement or any breach or alleged breach hereof, shall, upon the mutual agreement of both parties involved, be submitted to and settled by arbitration at the locality where the District's facilities are situated in conformance with rules of the American Arbitration Association then in effect (or at any other place or under any other form or arbitration mutually acceptable to the parties). Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of a forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel.

**L. Compliance with Law and Standard Practices**

The Qualified Provider shall perform its obligations hereunder in compliance with any and all applicable federal, state and local statutes, laws, rules and regulations, including applicable licensing requirements, in accordance with sound engineering and safety practices and in compliance with any and all reasonable rules of the District relative to its facilities. The Qualified Provider shall be responsible for obtaining all governmental permits, consents and authorizations as may be required to perform its obligations hereunder. Illinois Prevailing Wage Act shall be applicable to and utilized by the Qualified Provider in the performance of all work on the project.



Coal City CUSD #1

**CASH FLOW (Attachment B)**

Project Review		
Total Project Cost	\$	-
Downpayment / Incentives	\$	-
Total Project Savings	\$	-
Total Cash Flow	\$	-
Inflation Rate		%

Financial Summary		
Loan Amount	\$	-
Interest Rate %		-
Term (years)		-
Annual Payment	\$	-

CASH FLOW ANALYSIS  
COAL CITY USD #1

Period	Year Ended	Annual Energy Savings	+	Annual Stipulated Savings	=	Annual Program Savings	-	Annual Project Payment	=	Annual Technical Services	=	Annual Cash Flow
0	2013	_____		_____		_____		_____		_____		_____
1	2014	_____		_____		_____		_____		_____		_____
2	2015	_____		_____		_____		_____		_____		_____
3	2016	_____		_____		_____		_____		_____		_____
4	2017	_____		_____		_____		_____		_____		_____
5	2018	_____		_____		_____		_____		_____		_____
6	2019	_____		_____		_____		_____		_____		_____
7	2020	_____		_____		_____		_____		_____		_____
8	2021	_____		_____		_____		_____		_____		_____
9	2022	_____		_____		_____		_____		_____		_____
10	2023	_____		_____		_____		_____		_____		_____

**BID RIGGING CERTIFICATION**

I, \_\_\_\_\_ a duly authorized agent of  
(agent)

\_\_\_\_\_, do hereby certify that neither  
(contractor)

\_\_\_\_\_ nor any individual presently affiliated with  
(contractor)

\_\_\_\_\_ has been barred from bidding on a public  
(contractor)

contract as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_  
**AUTHORIZED AGENT**

\_\_\_\_\_  
**CONTRACTOR**

**CERTIFICATE OF COMPLIANCE  
WITH PREVAILING WAGE ACT**

\_\_\_\_\_ (Contractor), hereby certifies that in performing the Performance Contract at Coal City Community School District 1, Grundy County, Illinois, Contractor has and will fully comply with the provisions of the Illinois Prevailing Wage Rate Act, (Ill. Rev. Stat. 1989, Ch. 48, pars 39n, et seq.)

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE**

**CERTIFICATE OF ELIGIBILITY TO BID**

\_\_\_\_\_ (Contractor), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither (he, she, it) nor any of (his, her, its) partners and officers has ever been convicted of the offense of bid-rotating under Section 33E04 of the Illinois Criminal Code of 1961, as amended.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

**CERTIFICATE REGARDING  
SEXUAL HARASSMENT POLICY**

\_\_\_\_\_ (Contractor), does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has written a sexual harassment policy that includes, as a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under the State Law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

\_\_\_\_\_  
**NAME OF CONTRACTOR**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE**

**(Applicable Only to Contractors with 25 or More Employees)**

**CERTIFICATE OF COMPLIANCE WITH  
ILLINOIS DRUG-FREE WORKPLACE ACT**

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

\_\_\_\_\_  
**NAME OF CONTRACTOR**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE**

**NON-COLLUSION AGREEMENT**

STATE OF ILLINOIS

SS:

GRUNDY COUNTY

The undersigned bidder or agent, being duly sworn, on oath says that he/she 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 bid on anyone as such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that his/her 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.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_

\_\_\_\_\_  
BIDDER OR AGENT

FOR \_\_\_\_\_  
FIRM OR CORPORATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

MY COMMISSION EXPIRES:

\_\_\_\_\_

