

Community Consolidated School District 93

Request For Proposals (RFP) For Guaranteed Energy Savings Contract Project

**Community Consolidated School District 93
230 Covington Dr.
Bloomington, IL 60108
(630) 893-9393**

12/05/14

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GUARANTEED ENERGY SAVINGS CONTRACT

TIMELINE

(Community Consolidated School District 93)

<u>Date</u>	<u>Action Item</u>
Dec 8, 2014	RFP is submitted for posting on the Capital Development Board website and notice is published in newspaper.
Dec 22, 2014	Mandatory walk through (9:00 am Administration Office)
Jan 12, 2015	Proposals are received, opened and read aloud at Administration Building (10:30 am)
Jan 19, 2015	After evaluation of all proposals by an outside architect or engineer, a Selection Committee will hold interviews with qualified provider finalists (PM)
Jan 22, 2015	Board adopts resolution approving the selection of qualified provider and approving contract with the provider.

**Request For Proposals (RFP)
For
Guaranteed Energy Savings Contract**

Notice is hereby given that Community Consolidated School District 93 is requesting qualified providers to propose energy conservation measures through a guaranteed energy savings contract. Proposals shall be in sealed form and submitted no later than 10:30 a.m. on January 12, 2015, at the Administrative Office located at 230 Covington Dr. Bloomingdale, IL 60108. All proposals shall be opened and read aloud at said time and place. **EXTENSIONS WILL NOT BE GRANTED.** A mandatory walk through for all qualified providers has been scheduled for 9:30 a.m. on December 22, 2014, at the Administrative Office. The contract shall follow the requirements of the RFP and Article 19b of the Illinois School Code – “School Energy Conservation and Saving Measures.” In accordance with the Illinois School Code Section 19b-5, we disclose that Performance Services, Inc. participated in the preparation of the RFP. For more information and a copy of the RFP, contact Mr. Sean Gordon, Director of Buildings and Grounds, at (630) 893-9393.

Community Consolidated School District 93 (the “District”) requests five (5) copies of the proposal, which must include the content and format described within the RFP.

Any provider looking to respond to the RFP **MUST** be present at the mandatory walk through on December 22, 2014.

The District reserves the right to terminate this project prior to bids being received, to reject any and all proposals and to be the sole judge of the value and merit of the proposals offered. Upon review of the Proposals received in response to this RFP, the District may enter into a contract with the provider that best meets the needs of the District. The District will only consider those companies who meet all requirements listed in the RFP.

I. PROPOSAL CONTENT & FORMAT

Community Consolidated School District 93 (the District) requests proposals for the implementation of energy conservation measures, repairs and replacement services at Community Consolidated School District 93 on a performance contracting basis. The District's objectives in issuing this Request for Proposal are to provide a competitive means in which to select a single Qualified Provider (state certified guaranteed energy savings company) to replace exterior lightening at one school, replace windows at one school, replace 2 boilers at one school, replace 1 condensing unit at one school, install a unit heater and AC unit at one building and install variable frequency drives at one school and perform any other agreed energy conservation measures pursuant to a guaranteed energy savings contract.

“Qualified Provider” means a person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures in accordance with Section 19b-1.3 of the Illinois School Code.

The contract shall follow the Illinois School Code and the following RFP format. Any contract awarded under this RFP will constitute a “Guaranteed Energy Savings Contract” under Article 19b of the Illinois School Code (105 ILCS5/19b-1, et seq.), and shall be construed and interpreted as providing, at a minimum, for (i) the implementation of energy audits, 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.

Qualified Providers must submit four (5) copies of their proposals. Proposals must be submitted in the format outlined in this section. For each proposal a checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein. Moreover, the Board reserves the right to reject any and all proposals and to waive any deficiencies in a proposal.

A. Table of Contents

Responses shall include a table of contents properly indicating the section and page numbers of the requested information.

B. Executive Summary

Responses shall include a concise abstract stating the respondent’s Provider’s overview of the project. Project pricing/breakdown must be included in the summary.

C. Company Profile

The respondent Provider shall provide a Company Profile section in its proposal that includes, at a minimum, the following information about the respondent Provider.

1. Company Qualifications – structure of company, financial stability and longevity.

2. Location of Northern Illinois Office and Corporate Headquarters.
3. Resumes of all key project personnel. Include the name of the engineer(s) or engineering firm providing the design engineering for the project including their PE numbers as well as the PE numbers of all full time employees of the Qualified Provider who are professional engineers registered in the State of Illinois and who will be working on this project.
4. References: List all completed Guaranteed Energy Savings Contracts (GESCs) in K-12 schools within the past 3 years.
5. Litigation: List any projects with schools with which the Provider has entered into litigation or arbitration during the past 5 years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation will result in disqualification.

The District reserves the right to request additional information from any Qualified Provider.

D. Technical Approach

The respondent Provider shall provide a Technical Approach section in its proposal that contains the following information about the respondent Provider's technical approach to meet the District's energy efficiency, operating cost reduction and comfort objectives.

1. **Needs & Solutions:** Include a "Needs & Solutions" section explaining facility needs and solutions the respondent Provider recommends for all proposed improvements. Pursuant to Section 19b-5 of the *School Code*, to the extent any energy services contractor has performed an energy audit for the District within the last 3 years.
2. **Scope of Work:** Proposals may include any and all improvements that the respondent Provider feels would be of benefit to the District as part of this RFP, and shall include replacement of exterior lightening at one school, replace windows at one school, replace 2 boilers at one school, replace 1 condensing unit at one school, install a unit heater and AC unit at one building and install variable frequency drives at one school. Improvements should be listed for any school where the respondent Provider identifies needs and appropriate solutions and broken into specific and separate components. These separate components should be described independently within each section of the proposal.
3. **Documentation:** For any work where the respondent Provider will be providing pricing, provide the following documentation for the scope of work being proposed.
 - a. **Drawings or Written Details of Proposed Improvements** (Detailed engineering drawings of proposed improvements)
 - b. Separate from the drawings mentioned in 3(a) above, provide in Section D of the proposal an **Equipment/Material Table** providing: manufacturer, type, model, size, and quantity for all equipment provided.
4. **Engineering Approach:** Describe your firm's approach to the technical design of this project.

5. **Energy Engineering:** Provide a detailed explanation of how the respondent Provider intends to calculate energy savings and what types of guarantees will be offered (utility bill analysis, actual measurements and stipulated savings and the cost of each option). Show the actual energy savings calculations and provide an energy savings contract from one of the Provider's recent projects for example purposes.
6. **Contractor Selection:** Described the process that the respondent Provider utilizes to obtain their contractors and what criteria will be used to make the contractor selections.
7. **Payment and Performance Bonds:** The Qualified Provider must submit to the District payment and performance bonds in the amount of 100% of the construction costs. The payment bond must provide that it will pay the applicable prevailing wages. The performance bond must guarantee the faithful performance of the respondent Provider of all measures included in the contract in accordance with Sections 19b-1.3 and Section 19b-4 of the Illinois School Code, shall include the respondent Provider's Guarantee under Section 19b-4 of the Illinois School Code, and shall indemnify the Owner from any liability or loss resulting to the Owner from any failure of the Contractor fully to perform each or all of said duties. The payment and performance bonds shall be provided by the successful contractor prior to commencing the work and shall be maintained in full force and affect until the guaranteed energy savings have been realized by the District. Such bonds shall be in a form and with a surety acceptable to the District, and shall not include a limitation period shorter than that provided by Illinois law (735 ILCS5/13-214). The bonds shall name the District as Primary Co-Obligee. The Contract Bonds herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition), unless a lower rating is approved by the District, in writing.
8. **Equipment Selection:** Described the process that the respondent Provider utilizes to obtain the equipment to be used on the project and specifically what criteria will be used to make equipment selections.
9. **Installation Approach:** Describe how the respondent Provider intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, change-orders and commissioning
10. **Commissioning: (4) Four Season Optimization:** Described in detail the commissioning processes that the respondent Provider intends to utilize to commission the building for the learning environment and energy efficiency. Provide actual documents for past projects where a similar approach was utilized.
11. **Performance Assurance:** Described in detail the performance assurance processes that the respondent Provider intends to utilize to insure the building operates at peak performance both at the completion of the installation phase and throughout the contract term. Provide actual guaranteed savings reports from past projects where a similar approach was utilized showing how both energy and operational savings were calculated. Include a clear, simple explanation, without relying on any cross-references to any other provisions, of what steps, decisions or paperwork must be completed to establish the first day of the District guarantee.

12. **Additional Information:** The proposal may include any additional information about the Provider's technical approach to the project.

E. Financial Aspects

The respondent Provider shall provide a Financial Aspects section in its proposal that contains the financial components of the proposed work as identified below.

1. **Pricing:** Describe in detail the process that the respondent Provider intends to utilize to obtain the best prices for the District both initially and if additional work is required. Explain why this approach would be best for the District.
 - a. Include the firm cost and guaranteed energy savings amount for all proposed improvements for each facility.
 - b. Provide the pricing process for any future work including percentage markup for expected general conditions/internal costs, engineering labor, project management labor and profit markup.
2. **Energy Savings:** Explain how the respondent Provider intends to maximize energy savings and the advantage to the respondent Provider's approach. Include in this proposal the respondent Provider's actual Guaranteed Energy Savings Contract for the priced improvements along with all corresponding calculations. Break out actual (real dollar) energy and operational savings in the RFP response.
3. **Energy Savings Results**
 - a. Provide an annual energy savings report (Measurement & Verification) to the district. Detail how the report is generated. Include any information with regards to cost and timing of the report.
 - b. Shortfalls
 - ◆ The respondent Provider must include a summary of the reported annual savings for all completed projects in the past 5 years. Any projects that did not meet the annual energy guarantee must be listed with an explanation for the shortfall.
4. **Project Funding:** Project funding will be developed by the District after selection of the respondent Provider.

F. Implementation Plan

1. 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.
2. Describe in detail your approach to project management for this energy conservation program.
3. Provide an implementation timetable as well as a staffing plan identifying key project management personnel

II. CONTRACT REQUIREMENTS

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 finder's fee.
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 that relates to the successful proposal will become the property of the District. Any restrictions on the use of data contained within a proposal must be clearly stated and marked on the proposal itself. It is not acceptable for a proposal to be marked "proprietary" in its entirety.
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. Moreover, by submitting a proposal, such entity, and the signatory to each proposal, represents that such entity is not barred from bidding for or entering a contract with any unit of State or local government as a result of a violation of bid rigging or bid rotating or otherwise, and Provider agrees that if this certification is false, the District may declare the Agreement void.
4. **Guarantee.** Pursuant to Section 19b-4 of the Illinois School Code, the Provider shall guarantee in writing 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 Provider shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract. After the energy conservation measures are installed, the operational and energy cost savings shall be documented on an annual basis and the District shall designate and appropriate that amount for an annual payment of the contract. If the annual energy savings are less than projected under the contract, the Provider shall pay the difference.
5. **Payments Over Time.** Pursuant to Section 19b-4 of the Illinois School Code, the guaranteed energy savings contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time (not to exceed 20 years from the date of final installation of the measures) and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures.
6. **Substantial Completion.** The Contractor's installation of the energy conservation measures must be completed by the Substantial Completion Date, which shall be no later than August 7, 2015, provided that the work shall not be deemed to be substantially complete unless the Owner has executed a Certificate of Substantial Completion.
7. **Owner's Right to Terminate.** Should the Contractor fail to perform any material term or condition of the contract, the contract shall provide the District with the right, after thirty (30) days written notice to the Contractor and Contractor's failure to remedy the problem within that time period, to terminate the contract and to enter upon the project and take possession of

the equipment and materials for the purpose of completing the work to be done under the contract, to use all materials of the Contractor available for such work, and to employ any other person or persons to finish the work and to provide such additional materials therefore as may be necessary. Termination by the District shall not relieve the Contractor of the obligation to promptly reimburse the District for any shortfall of guaranteed energy savings projected in the contract.

B. Warranty's

The Board expects that all projects recommended and equipment replaced will have normal manufacturers or construction warranties appropriate to the project.

C. 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 Board of Education, its individual board members, officers, agents, consultants and employees as additional insured's. 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 the District's prior written approval. Provider agrees to indemnify, defend and hold harmless the District, its Board of Education, its individual Board members, officers, agents, consultants and employees (the "Indemnities), 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 Indemnities from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for any of the the Indemnities' own negligence. Provider shall cause this indemnification requirement to be incorporated into all subcontractor contracts.

III. CONTRACT

After evaluating the proposals the District 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, of both, within a 20-year period from the data of installation, if the recommendations in the

proposals are followed. Contracts let or awarded will be submitted to the administrators of the Capital Development Board Procurement Bulletin for publication.

The Qualified Provider, as selected, shall provide the District with an initial proposed contract from the District's review and revision as necessary. 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.

IV. LEGAL REQUIREMENTS

The successful contractor shall comply with all applicable laws, administrative requirements, rules and regulations, including, but not limited to, Article 19b of the Illinois School Code (105 ILCS 5/19b-1 et seq.), the Illinois Human Rights Act, the Illinois Prevailing Wage Act, the Illinois Public Construction Bond Act, the Illinois Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.), the Illinois Freedom of Information Act, The Illinois Open Meetings Act, The Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, The Structural Engineering Act of 1989, The Local Government Professional Services Selection Act, The Contractor Unified License and Permit Bond Act, and the Illinois Steel Products Procurement Act (30 ILCS 565/1 et seq.), as applicable.

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. Attached as Exhibit A is a list of the current prevailing wage rates; however, the prevailing rate of wages are revised by the Department of Labor 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 to the District a certified payroll consisting of such records and a signed statement averring that (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the signer is aware that filing a certified payroll that he or she (or his or her employer) knows to be false is a Class B misdemeanor.

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.

Provider shall protect, defend, indemnify and hold the District harmless for any claims or demands made as a result of Provider's or its subcontractor's failure to comply with any of the foregoing legal requirements.

V. EVALUATION CRITERIA

The District will evaluate all sealed proposals received from Qualified Providers. The evaluation will analyze the estimates of all costs of installations, modifications or remodeling, including without limitation, cost 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 will also include a detailed analysis of whether either the energy consumed or the operating costs, or both, will be reduced. Technical assistance will be provided by a registered professional engineer or architect retained by the District as necessary.

The District may, in its discretion, reject any proposal that does NOT meet the minimum criteria described in this RFP and may at their discretion deduct points from the scoring rubric if the RFP format is not followed. For proposals meeting or exceeding the minimum criteria, the District will rate each proposal based on the weighted scoring criteria shown below. The District intends to award a contract to the Provider offering the best value proposal. The best value proposal will be the proposal with the highest score based on 100 total points.

A. Ability of the team to successfully implement Program (20 points)

- 1. Reputation of the Provider for successfully implementing energy savings projects and providing proven energy savings with scopes of work similar to those being considered for this project

2. Reputation of team members and contractors that are part of the team
3. Background and Proposals of the people responsible for implementing the proposed GES. This includes in-house engineers and technicians responsible for the designing, programming and commissioning of the project
4. References of the company and people responsible for implementing the project

B. Technical Approach (30 points)

1. Design and quality of the proposed solutions
2. Depth, breadth and detail of the engineering
3. Effectiveness of the proposed solutions related to energy savings, operational / maintenance improvement and learning environments

Preference will be given to proposals that include a detailed and sound technical approach to meeting the District's objectives.

C. Financial Consideration & Net Economic Impact (30 points)

1. Value offered by the Provider in terms of price and the scope of work
2. Pricing structure and process to be utilized to price any work negotiated after contractor selection
3. Energy savings approach and company's past performance related to guaranteed energy savings in school districts similar to Community Consolidated School District 93

D. Performance Guarantees (20 points)

1. Value offered by the energy savings guarantee
2. Value offered by other guarantees included in the proposal