REQUEST FOR PROPOSAL (RFP)
FOR AN
ENERGY PERFORMANCE CONTRACTNG PROJECT

Issued by: ***Community Consolidtaed Schools District 168, IL***

The Board of Education of Community Consolidated Schools District 168 (hereinafter referred to as Agency/Buyer) is seeking proposals from interested Energy Services Companies (ESCOs) which are capable of providing comprehensive energy management and energy-related capital improvement services at all applicable buildings as identified in this RFP.

PROJECT OVERVIEW

Agency/Buyer is interested in contracting for a full range of energy services and energy-related capital improvements (hereinafter referred to as project) designed to reduce energy, operational and water use, provide revenue enhancements, and related costs at its facility(s) and property(ies). These services and improvements are to be delivered on a performance contracting basis which may allow the Agency/Buyer 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 , and f) finance the project through an installment payment or a lease purchase arrangement over an extended contract term.

Agency/Buyer seeks to maximize energy savings and related improvements within the framework of the allowable 20 year contract term and available financing, therefore, ESCO's are encouraged to structure a project which provides the greatest possible energy, water, and operation and maintenance (O&M) savings and the most beneficial project scope for the Agency/Buyer. Agency/Buyer is interested in essential services and improvements that will reduce facility energy and water consumption, upgrade energy-related capital equipment, improve building operations and maintenance, save costs through fuel switching, provide revenue enhancements and improved demand management, and alternative utility tariffs or alternative commodity purchases, and aid in meeting Agency/Buyer's environmental management responsibilities.

Agency/Buyer may elect to implement additional facility improvements in a multi-phased approach with the selected ESCO for work that would be documented on the District's Life Health Safety report or that contain an energy related component including, but not limited to, mechanical, electrical, plumbing (MEP) and building envelope projects pursuant to the contract.

Pursuant to 50 ILCS 515/25, the Agency/Buyer discloses that Siemens Industry, Inc. participated in the preperation of the specifications issued herein.

GENERAL GUIDANCE

Due to limited staff time, ***the Agency/Buyer*** will not be able to answer technical questions related to this Request for Proposal (RFP). For clarification on procedures regarding submitting a proposal, or potential RFP discrepancies, please contact ***Dr. Donna Leak at dleak@d168.org***. Any interpretation of, or change made to the RFP will be made only by written addendum posted on CDB website. ***The Agency/Buyer*** will not be responsible for the accuracy of any oral explanations, oral interpretations, or oral representations.

REQUIRED CAPABILITIES

The ESCO must demonstrate accredidation level as ESCO from National Association of Energy Service Companies (NAESCO). The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy and water services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems. The ESCO must also demonstrate the ability to provide project monitoring, savings measurement and verification and ongoing maintenance contracting . Additional services may include operation and maintenance for all improvements and/or training of Agency/Buyer'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 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 the Agency/Buyer based on authorizing legislation, final project scope and financial factors.

Guarantee. The project must result in an ESCO asset-backed guaranteed minimum annual energy, water and O&M savings guarantee, as well as defined levels of occupant comfort; maintenance, monitoring, training or other services. Non-asset-backed gaurantees will not be considered. 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.

PROCUREMENT PROCESS

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

Pre-proposal meeting. Prior to the submission of proposals, there will be a mandatory pre-proposal meeting on Monday, December 29, 2014, 10:00 A.M.. Information about the following facilities will be provided:

- ***Community Consolidated Schools District 168***
  - ***Rickover Junior High***
  - ***Wagoner Elementary***
  - ***Strassburg Elementary***

Please contact Dr. Donna Leak *at* ***dleak@d168.org*** no later than 12:00 p.m. CST on ***Friday, December 19, 2014*** if your firm is planning to attend. Please include the following information in the email communication:

Firm Name: _____ ***Number of Attendees:***_____

Name: _____ ***Phone Number:***_____

E-mail:_____

Any contact with District 168 Board of Education Members during the RFP Process without prior approval of the Superintendent will be grounds for immediate disqualification of the firm.

Submission of Written Proposals. ESCO's interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of Agency/Buyer and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

Proposal Review and Selection of Finalists. Agency/Buyer will establish a Project Evaluation Team to review and evaluate the ESCO's written responses to this RFP in accordance with the evaluation criteria identified in Part II of this document. The Project Evaluation Team will check client references which will also be evaluated. Agency/Buyer intends to select no more than three (3) ESCOs as finalists. Agency/Buyer 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 Agency/Buyer to do so.

ESCO Ranking. Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist ESCOs. Contract negotiations will proceed with the top-ranked ESCO.

Development of Energy Audit Agreement. Agency/Buyer intends to negotiate a contract for the investment grade audit. If an acceptable technical energy audit agreement cannot be neogiated within an acceptable time period from the date of ESCO selection, negotiations with the next-ranked ESCO may be initiated.

Development of Energy Services Agreement. After completion and acceptance of the investment grade audit, Agency/Buyer intends to negotiate an Energy Services Agreement (ESA). If an acceptable ESA cannot be negotiated within an acceptable time period from the date of acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

To aid ESCOs in their response to this RFP, the following items are attached:

PART I: PROPOSED PROJECT SCHEDULE

PART II: EVALUATION CRITERIA

PART III: CONTRACT TERMS AND CONDITIONS

PART IV: INSTRUCTIONS TO PROPOSERS

PART IV-A: ESCO PROFILE FORM

PART IV-B: ESCO QUALFICATIONS AND APPROACH TO PROJECT

PART I

PROPOSED PROJECT SCHEDULE

The following is the proposed project schedule and may be adjusted as necessary during the procurement of services. Respondents who do not attend the mandatory pre-proposal meeting and sign the sign-in sheet will not be able to submit a response to this RFP.

ACTIVITY	DATE
Issue RFP	Tuesday, December 16, 2014
Mandatory pre-proposal meeting (if deemed necessary)	Friday, December 19, 2014, 11 am
Proposals Due	Friday, January 16, 2015 12 pm
Proposal Review and Selection of Finalists	Friday, February 6, 2015
Finalist Interview (if deemed necessary) & selection of ESCO partner	Week of February 16, 2015 or TBD
Development of Energy Audit Contract	TBD
Technical Audit, Project Analysis	TBD
Audit Review and Development of Energy Sevice Agreement (ESA)	TBD

PART II

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. The evaluation weighting is shown below. ESCO selection will be based on a combination of point scores (outlined below) and best overall value to the Agency/Buyer. Agency/Buyer is seeking to partner with a company that will develop and showcase educational initiatives & requests that education projects that your company has supported as a value added component of past performance contracting projects be included. Please list applicable projects as an addendum along with references from participating school districts.

Experience (25 points)

- Company profile:
  - Name of ESCO and contact information
  - Demonstration of accredidation level as ESCO from National Association of Energy Service Companies (NAESCO) .
  - List number of years your firm has been involved in the energy-efficiency related business.
  - State the number of years your firm has offered performance contracting services nationally and in the state of Illinois.
- Qualifications and experience of ESCO's personnel with guaranteed energy savings contracts:
  - NOTE: include only references, resumes of ESCO personnel and ESCO projects. Do not include any references or resumes of partners, subcontractors, etc.
  - List individual names, office location and experience of ESCO-team members responsible for engineering, project management, measurement and verification for this project.
  - Identify all ESCO-LEED accredited team members dedicated to this project.
  - Indentify all ESCO-Professional Engineers (PE), licensened in Illinois dedicated to this project.
- Firm References:
  - Include only references for those projects that were completed by responding ESCO.
  - Include only references for those projects currently under contract with the ESCO, in or beyond the savings-guarantee phase.
    - List contact information, project value, annual energy savings, annual operation savings and technologies installed.

Project Management (10 points)

- Clear assignment of responsibility for various project tasks to specific individuals.

- List GBE/CEM/PE accredited project manager who would be responsible for this project; include project references and years of project management experience with company; preference will be given to Project Management Professional (PMP) accredited by Project Management Institute (PMI).
- There must be LEED certified members in the operations/management team.
- Ability to effectively manage project construction and complete the project on schedule.
- Quality of approach to operations and maintenance.
- Quality of monitoring, maintenance, and measurement and verification services on past projects.
- Clarity, organization and level of detail in written proposal.

Sustainability/Education (25 points)

- Quality of ESCO's client educational program establishment (not just support/enhancement of existing program)
- Quality of ESCO's Diversity initiatives.
- Quality of ESCO's educational support program development (including years in existence).
- Quality of ESCO's sustainability & renewable technology offerings (past history)

Technical Approach (20 points)

- Quality of technical approach, including methods of analysis and an understanding of existing building systems and conditions.
- Demonstrated ability to provide in-house mechanical & electrical services.
- Quality of approach to project commissioning.
- Quality of the sample investment grade technical energy audit.
- Quality of baseline energy calculations.
- Quality of proposed training for facility staff.
- Quality of approach to savings measurement and verification.
- Demonstrated ability to provide utility bill management and supply-side energy procurement assistance.

Financial (20 points)

- Financial soundness and stability of the ESCO, including most recent Annual Report and Audited Financial Statement. Most recent Annual Report and Audited Financial Statement must be provided with RFP response or response will not be considered.
- Demonstrated ability to provide or arrange project financing.
- Reasonableness of audit costs.

PART III

CONTRACT TERMS AND CONDITIONS

The minimum contract terms and conditions Agency/Buyer will accept from the selected ESCO include:

1. Technical Requirements

Investment Grade Energy Audit. The selected ESCO must perform and present the results from a detailed investment grade energy audit of acceptable quality to Agency/Buyer. If Agency/Buyer decides not to enter into a contract after the audit has been accepted, Agency/Buyer agrees to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP.

Standards of Comfort and Service. The ESCO will be responsible for maintaining the levels of comfort and service for each building as specified in the Energy Services Agreement (ESA).

Professional Engineer Involvement. A registered professional LEED-certified engineer must, at a minimum, review and approve design work done under this contract.

Guaranteed Savings. Agency/Buyer requires a minimum **annual** guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing Agency/Buyer the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.

Construction Management. The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require Agency/Buyer to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.

O & M Manuals. At least three operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of Agency/Buyer.

As-Built Drawings. Where applicable, ESCO must provide "as built" and record drawings (or such electronic equivalents as may be agreed to with Agency/Buyer) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation.

Follow-up Maintenance, Monitoring and Training Services. The ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance as well as for ongoing training, however, Agency/Buyer has the option to negotitate the scope of service needed.

Agency/Buyer Energy Improvement Projects. Agency/Buyer reserves the right to make energy and water improvements to the facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

2. Minimum Contract Provisions

Proposal Submissions. The contents of the ESCO's RFP submission will become part of any final agreement between Agency/Buyer and the ESCO.

Project Schedule. The ESCO must provide a final schedule of project milestones including construction, equipment-service and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from Agency/Buyer, Agency/Buyer reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

Agency/Buyer Inspection. Agency/Buyer retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. Agency/Buyer will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. Agency/Buyer shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and

requirements of the agreement. Records shall be kept on-file in legible form and retained for a minimum of three years after close-out.

Final Approval of Agency/Buyer. Agency/Buyer retains final approval over the scope of work and all end-use conditions.

Ownership of Drawings, Reports and Materials. All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of Agency/Buyer and will be delivered to Agency/Buyer as needed, requested or upon completion of construction.

Compliance. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all Agency/Buyer regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

Handling of Hazardous Materials. All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all Agency/Buyer rules relative to the premises.

Methodology to Adjust for Material Changes. The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

Hiring and Wage Requirements. If applicable, the ESCO will comply with all requirements for the payment of prevailing wages and minority and women-owned business enterprises.

Subcontractor Approval. Agency/Buyer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at least three weeks in advance of subcontractor scheduled start date.

Insurance Requirements. Prior to the commencement of work, the ESCO must provide evidence of insurance for both the construction and operations phases of the project.

Annual Reconciliation. Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to Agency/Buyer, unless otherwise agreed to by the parties.

Contract Term. No contract shall exceed twenty years in duration and may be subject to annual appropriations.

Dispute Resolution. The contract will contain an Alternative Dispute Resolution provision.

PART IV

Instructions To Proposers

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead Agency/Buyer, may be used as grounds to find the proposing ESCO ineligible.

Proposal Submittal Information

ESCOs who wish to have proposals considered by Agency/Buyer must submit 3 copies of Part IV-A (**ESCO Profile Form**) and Part IV-B (**ESCO Proposal and Approach to Project**) with any supporting documents, no later than 12:00 P.M. CDT, Tuesday, January 20, 2015 to the following address - *extensions will not be granted*:

Dr. Donna Leak
ATTN: RFP Response
Community Consolidated Schools District 168
21899 S. Torrence Avenue
Sauk Village, IL 60411

In consideration of the environment, the submittal of all documents in an "electronic" format is required (as a PDF file). Respondents shall deliver their electronic proposals saved on a portable memory device (a.k.a. thumbnail/flash/jump drive) as part of the proposal submittal process.

Responses will be opened at 1:00pm on Tuesday, January 20 , 2015 at 21899 S. Torrence Avenue, Sauk Village, IL 60411.

PART IV-A

ESCO PROFILE AND QUALIFICATIONS FORM

Each ESCO is required to fully answer all questions in each category listed below. Provide responses on 8 ½ " 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 which 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 Agency/Buyer as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

A-1 Firm Name_____

Business Address_____

City_____ State_____

County _____ Zip Code _____

A-2 Names and Titles of Two Contact People

1)_____Phone (_____)_____

2)_____Phone (_____)_____

A-3 Submittal is for:

- ☐ Parent Company (List any Division or Branch Offices to be involved in this project)
- ☐ Division (attach separate list if more than one is to be included)
- ☐ Subsidiary
- ☐ Branch Office

Name of Entity:_____
Address: _____
_____

A-4 Type of Firm:

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Ownership
- ☐ Joint Venture

A-5 Federal Employer Identification Number _____

A-6 Year Firm was Established _____

A-7 Name and Address of Parent Company: (if applicable) _____

A-8 Experience: Attach information regarding related EPC projects as outlined in Part II – Evaluation Criteria in this RFP.

A-9 Project Management: Outline and attach resumes for proposed project managers as outlined in Part II – Evaluation Criteria in this RFP.

PART IV-B ESCO's PROPOSED APPROACH TO PROJECT

B-1 Executive Summary: In maximum of two pages, provide an Executive Summary answering the question "what is the immediate value of working with the ESCO for the implementation of a guaranteed energy service project? What is the value the Firm will bring to Agency/Buyer as a long-term partner dedicated to the ongoing success of the program?".

B-2 Project Summary: Summarize the scope of services (design, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value of your firm's services.

B-3 Sustainability/Education Provisions: Describe your firm's history of educational program development within K-12 market (*clearly state number of years of involvement*). Include your firm's diversity, environmental & sustainability initiatives. State any internal sustainability program in place, LEED or other certified facilities within the portfolio. Describe the approach the firm will take to incorporate LEED or other green building certification programs into the phases of the project starting with the Investment Grade Audit through project closeout and customer training. Verify that the firm has in-house capabilities to provide end-to-end services for LEED or other green building certification programs.

Describe how the firm will benchmark energy performance, including the use of EPA ENERGY STAR Portfolio Manager. Include a sample list and description of projects implemented by your firm that include the installation of renewable energy technologies.

B-4 Training Provisions: Describe your firm'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 firm will address any turnover of key facility personnel as it relates to project performance.

B-5 Project Financing: Describe your firm's preferred approach to providing or arranging financing for performance contracting project. Describe funding options that may exist, other than traditional municipal bonds or lease programs. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

B-6 Cost of Investment Grade Energy Audit: Indicate the total anticipated cost of the investment grade energy audit to Agency/Buyer if no contract is negotiated.

B-7 Energy Baseline Calculation Methodology: Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your firm 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.

B-8 Procedure for Calculating Energy and Cost Savings: Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified.

B-9 Construction Management: Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

B-10 Approach to Equipment Maintenance: Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project. Address how you would approach the role of Agency/Buyer's personnel in performing maintenance on the new and existing and equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee.