

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

The Board of Education of Mokena School District 159 (“school district”) is requesting qualified energy service company (“ESCO”) to propose energy conservation measures to be implemented and achieved through guaranteed savings provisions of a guaranteed energy savings contract (“GESC”) in accordance with Article 19b of the Illinois School Code, School Energy Conservation and Saving Measures (105 ILCS 5/19b-1 *et seq.*). Such a GESC will provide that all payments, except obligations on termination of the GESC before its expiration, are guaranteed to the extent necessary to pay the costs of the energy conservation measures.

1. Project Overview.

District is interested in contracting for a full range of energy and water service and energy-related capital improvements at Mokena School District 159. These services and improvements are to be delivered on a performance contracting basis with guaranteed savings.

The District is requesting that each ESCO utilize their skill and expertise to make recommendations that will result in a more comfortable energy efficient learning environment.

The District’s objective in issuing this Request for Proposal is to provide a competitive means in which to select a single provider to fulfill all aspects of this project. The Board of Education may elect to implement further improvement measures in phases pursuant to the final contract.

The work to be included in the contract may include upgrades to or replacement of equipment included in, but would not be limited to, the following systems: roofing, building envelope and infrastructure, windows, doors, insulation, weather stripping, caulking, security, flooring and sidewalks, electrical, lighting, heating, air conditioning, building automation, temperature control, facility management, bathroom renovations including domestic water and sewer, fire alarm, energy recovery systems, or other energy conservation measures that provide long term operating cost reduction.

2. Disclosure.

The School District discloses that Trane has participated in the preparation of the specifications issued by the District for the following RFP.

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

3. Qualified ESCO.

A Qualified ESCO is a person or business experienced in the design, implementation and installation of energy cost savings measures. As required by Section 19b-1.3 of the School Code, the minimum training required for any person or employee under shall include the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures.

4. Required Capabilities.

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 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 District's staff on routine maintenance and operation of systems. Monitoring and verification services shall include appropriate measurements and timely reporting of the performance and savings from project.

5. Overview of Terms and Conditions.

a. Contract Term. The duration of the contract will be mutually determined between the ESCO and the District based on authorizing legislation, final project scope and financial factors. No contract shall exceed 20 years in duration.

b. Guarantee. The project must result in a guaranteed minimum annual energy, water and O&M savings guarantee, as well as defined levels of occupant comfort, maintenance, monitoring, training or other services.

c. Execution of Guaranteed Energy Savings Contract and Financing Documents. The District will negotiate and execute the Guaranteed Energy Savings Contract with the selected ESCO and all financing documents required by the selected financing source. The ESCO to whom the contract is awarded shall give a sufficient bond to the District for its faithful performance. The ESCO shall also provide a written guarantee 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 ESCO shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract.

6. Procurement Process.

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

The District expects to undertake the selection process described below according to the following schedule:

Advertisement and Issue RFP	November 20, 2014
Mandatory Pre-proposal Meeting	December 5, 2014
Site Visits	December 5, 2014 – January 5, 2015
Submissions of Proposals	January 12, 2015
Interviews (if deemed necessary by District)	January 13 – 20, 2015
Selection of ESCO (Issue LOI)	January 21, 2015
Preferred Project Completion	TBD

7. Submission of Written Proposals.

ESCOs interested in providing the services requested must respond in writing. All submissions become the property of the District and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

The District reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to be the sole judge of the value and merit of the proposals offered.

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

8. Site Visits.

In order to provide all interested parties ample opportunity to inspect and review the school premises site visits will be accommodated between December 5, 2014 and January 5, 2015 during normal working hours. Visits must be scheduled in advance with the District office.

9. Submitting Your Response.

Your response should follow the outline below and be concise. Failure to follow any of the RFP's instructions could nullify your response from considerations. It will be the responsibility of the ESCO to submit 2 copies of your proposal. Sealed and packaged submissions, with clear identification, should be addressed as follows:

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

Mr. John Troy, Chief School Business Official
Mokena School District #159
11244 Willowcrest Ln.
Mokena, IL 60448
Email: troyj@mokena159.org

The proposal sealed and packaged with clear identification on the bottom back of the envelope to read as follows: "Request for Proposal Performance Contractors"

The deadline for submitting your response will be no later than 3:00 pm on January 12, 2015 . Submissions received after that date and time will not be considered. No electronics submissions or electronic modifications to the submission will be considered. Proposals will be opened publicly on January 13, 2015 at 9:00 am at Mokena School District 159, 11244 Willowcrest Ln, Mokena, IL 60448.

Questions or clarification may be directed to Mr. John Troy via email at troyj@mokena159.org.

10. Proposal Review and Selection of Finalists.

The District will establish a Project Evaluation Team to review and evaluate the ESCOs written responses to this RFP in accordance with the evaluation criteria identified below. The Project Evaluation Team will check client references which will also be included in the evaluation. The District intends to select one ESCO for the work.

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 used by the district in evaluating the ESCO proposal will be experience & qualifications, technical approach, financial approach, project management, client references, and responses of the ESCO finalist during oral interviews, as appropriate.

11. Design Work

All engineering and design work related to the installation or modification of facilities shall be performed by architects or engineers licensed in the State of Illinois, as required. All engineering and design work performed under any contract shall be sufficiently thorough and complete, so as to achieve its desired or expected purpose when the work is effectuated.

12. As-Built Drawings.

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

Where applicable, ESCO must provide mylar, reproducible “as built” and record drawings (or such electronic equivalents as may be agreed to with the District) of all existing and modified conditions associated with the project conforming to typical engineered standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation. ESCO will be responsible for ROE permits and associated paperwork and construction documents.

13. Bonding Requirements.

By submitting a proposal each ESCO agrees to furnish a Performance Bond and Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract sum. District requires that the bond surety must carry a Best Rating of A and be in good standing and licensed to do business in the State of Illinois.

14. Insurance Requirements.

The District’s insurance requirements will be provided to the successful ESCO but will include a minimum Five Million Dollar (\$5,000,000.00) umbrella excess insurance requirement and a minimum One Million Dollar (\$1,000,000.00) installation floater for coverage of the ESCO’s labor, materials, and any equipment to be used for completion of work under this contract

15. Certificate of Insurance

(a) Board shall be provided with certificates of insurance evidencing the required insurance, prior to commencement of the GESC and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

(b) The contractual liability arising out of the GESC shall be acknowledged on the certificate of insurance by the insurance company;

(c) Board shall be provided with thirty (30) days prior notice, in writing, of notice of cancellation or material change and said notification requirement shall be stated on the certificate of insurance;

(d) Subcontractors, if any, comply with the same insurance requirements, except that subcontractors need not supply professional liability insurance if the subcontractors do not employ professionals;

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

(e) Insurance Notices and Certificates of Insurance shall be provided to school district contact person;

(f) Contractor shall provide with certificates of insurance evidencing the required insurance prior to the commencement of any GESC, and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. School district and board shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by school district shall apply in excess of, and not contribute to, insurance provided by contractor;

(g) Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses required in any contract or by this request for proposals which shall continue in full force and effect; and

(h) Contractor shall require that any subcontractors meet the same insurance requirements except to the extent waived by school district in writing, in advance.

16. Hold Harmless

Contractor shall be required to indemnify and hold harmless school district, board and school district's agents, servants and employees from and against all loss, damage, costs, and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of any work or services under the GESC by contractor or any subcontractors, or due to or arising in any manner from the wrongful act or negligence of contractor or its subcontractors or any employee of any of them.

17. Risk of Loss

During construction, renovation, remodeling, retrofitting or similar work, all risk of loss to uncompleted work, or arising out of or as a consequence of work which was uncompleted, shall be upon contractor.

18. VERIFICATION OF QUALIFICATIONS AND ABILITIES - REFERENCES

A *minimum* of five (5) references where services of a similar nature have been provided must be provided with the proposal. More references are preferred. The submission of a proposal shall be deemed authorization for board and its consultants to make inquires concerning provider and its principals, officers and directors of any persons, entities or firms board deems appropriate. Upon execution of a GESC, such

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

right shall extend and continue regarding contractor, and its directors, principals, officers, agents, employees during the duration of the GESC.

19. 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.

20. Follow-up Maintenance, Monitoring and Training Services.

The ESCO will be responsible for measurement and verification of implemented measures to ensure optimal performance as well as for ongoing training, however, the District has the option to negotiate the extent of any contracted on-going maintenance service contract.

21. 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 District regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required government permits, consents and authorizations, and payments of any and all state and city required taxes and fees which result from this contract.

22. Contract Negotiation.

Mokena School District #159 will attempt to negotiate and contract for services described in this RFP solicitation with the most qualified firm. If an agreement cannot be reached, there may be an attempt to negotiate a contract with the second qualified firm.

23. Cost for Proposal Preparation.

The District is not liable for any cost incurred by the respondent in preparing or submitting a proposal, or in preparing the contract or for any finder's fee.

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

Proposal Content and 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.

B. Experience & Qualifications.

1. General Firm Information. Firm name, mailing address, and phone number. Names, titles, and phone numbers of two principal contact persons. List any division or Branch Offices that will participate materially in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided.

2. Type of Firm.

3. Federal Employer Identification Number.

4. Year Firm Established.

5. Annual Report. Include the latest Annual Financial Report for your firm.

6. School References.

a. Provide list of districts in Illinois where firms systems or services were provided (past 5 years.)

b. Provide five (5) K-12 case studies/proposals of a similar nature (past 5 years.)

c. Provide full resume (list) of projects that the project team has worked on (include dollar amount.)

7. Personnel information. Full time personnel – indicate the number of full-time personnel employed by your firm at your Chicagoland office and list those specifically that will take an active role on this project.

8. Qualifications and Experience. Include an organizational chart for all members of your company with specific responsibilities for performance based facility modernization and energy and energy services for public sector. Include a brief description and/or resume for each team member to whom will be actively involved in the proposed project.

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

9. Emergency Support Services. Describe your ability to provide emergency support service for the District.

10. Monitoring. Explain your ability to remotely monitor building for performance and alarm notification and respond locally.

11. Training Capabilities. Explain your ability to provide local training to the district. Provide specific approach to training on equipment, controls, energy use and procurement. Describe in detail your local training facility and all training available.

12. Service Capabilities. Describe your firm's full service support capabilities.

C. Technical Approach.

1. Project Summary. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) that would be offered for this project. Include a brief description of your firm's approach to management and specific benefits your firm can offer the owner.

2. Site Specific Approach.

a. Describe overall existing conditions and potential recommendations. Include the costs and the guaranteed energy savings for all proposed improvements. Provide a cash flow analysis for the proposed improvements.

b. Standards of Comfort. Describe the standards of comfort and functionality that will be used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.

c. 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. Describe your flexibility and/or limitations regarding possible owner's monitoring and installation and performance of ESCO projects, owner's integration of other identified capital needs with ESCO projects that may or may not contain energy and water savings opportunities.

3. Engineering Design. Describe your firm's approach to the technical design of the project.

Request for Proposal (RFP)
For An
Energy Performance Contracting Project

4. Monitoring and Verification. Describe the methodology proposed for ongoing monitoring and verification.

5. Maintenance Contract Flexibility. Describe the types of services included in the maintenance contract. Comment on whether the owner's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee. Describe the required length of the maintenance contract and the relationship with the guarantee in the event the owner chooses to terminate the maintenance contract prior to the end of the performance contract.

D. Financial Approach

1. Savings Calculations. Describe the procedure to assign values to the long term operational savings, repair & maintenance savings, and energy and water Savings.

2. Project Funding.

a. Describe your firm's approach to providing or arranging financing for the proposed project.

b. Describe the mechanics of the financing arrangement, equipment ownership, responsibilities and liabilities of each party, security interest required and any special terms and conditions that may be associated with financing this project.

c. Describe your firm's approach to obtaining grants and rebates for the project.

3. Pricing. Describe your firm's approach to project, equipment and service pricing.

4. Provisions of Insurance. Describe the level and types of insurance policies applicable to the project.

5. Provisions of Warranties. State the nature and term of all warranties that will apply to the project.