

Request for Proposal

for

Energy Savings Performance Contract

Issued by:

**Community Consolidated
School District #64
8182 Greendale Avenue,
Niles, IL 60714**

Proposal Due Date: March 10, 2025 at 10:00 AM

Request for Proposals for Guaranteed Energy Savings Contract

Notice is hereby given that Community Consolidated School District #64 ("District"), is requesting Qualified Providers to propose energy conservation measures through a guaranteed energy savings contract. The district's objective in issuing this Request for Proposal ("RFP") is to provide a competitive means in which to select a qualified provider for an Energy Savings Performance Contract (ESPC), under a phased approach for the district facilities. The contract shall follow the requirements of Article 19b of the Illinois School Code. Proposals shall be in sealed form and submitted no later than March 10, 2025 at 10:00 AM, at 8182 Greendale Avenue, Niles, IL 60714, at which time they will be publicly opened. The district's RFP is available online at <https://cdb.illinois.gov/procurement/escos.html>. For questions contact Dr. Adam Parisi, at aparisi@d64.org.

Qualified providers shall submit three (3) paper copies and one (1) electronic copy of the proposals in a sealed box. EXTENSIONS WILL NOT BE GRANTED. No faxed nor electronically submitted proposal shall be accepted. Provide the name and contact information for the provider on the outside of the sealed proposal, along with the words "PROPOSAL FOR GUARANTEED ENERGY SAVINGS CONTRACT."

Proposals shall include implementation of energy conservation measures as defined in the statute. "Energy conservation measure" means any improvement, repair, alteration, or betterment of any building or facility owned or operated by the school district or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to the building code, that is designed to reduce energy consumption or operating costs or both.

The district reserves the right to reject any or all proposals, to waive irregularities in the proposal procedure, or accept the proposal that, in its opinion, will serve the best interest of the school district. The district further reserves the right to award all or a portion of the work to one or more providers. Any such decision shall be considered final. Failure to meet any of the required criteria may result in automatic rejection of the proposal.

The district will not provide compensation to respondent(s) for any expense incurred for submission preparation, product evaluations, or demonstrations that may be made. All submissions become the property of the district and will not be returned to the ESCO.

In accordance with Article 19b of the Illinois School Code, the district discloses that AMERESCO, Inc. participated in the preparation of this RFP.

I. Proposed Project

- A. The work to be included in the project may include but may not be limited to upgrades or replacement of equipment and/or material including, but not limited to, fire alarm, roofing, doors, lighting, BAS, and renovations related thereto.
- B. The intent of this RFP is to provide the owner with the means to realize maximum energy and operational savings and/or related improvements to its facilities.
- C. A savings guarantee will be offered as part of the qualified provider's proposal. The calculated future savings in energy and operating costs over the 20-year term will be sufficient to meet or exceed the cost of projects selected.
- D. The District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by qualified providers to the District may be subject to disclosure to third parties in accordance with FOIA. If a qualified provider requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the qualified provider must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the qualified provider, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Provider at the time of submission to the District will be presumed to be open to public inspection. The qualified provider may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the qualified provider in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. As a potential provider of a governmental function on behalf of the District, the Qualified Provider agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the qualified provider has been engaged to perform on behalf of the District.

II. Proposal Format

Proposals must contain all required information outlined in this section. 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 District reserves the right to reject any and all proposals and to waive any deficiencies in a proposal.

A. TABLE OF CONTENTS

B. EXECUTIVE OVERVIEW

C. COMPANY INFORMATION

- Name of firm
- Business address
- Primary contact person for this project
- Name of officer authorized to bind the firm and office address
- Number of years company has been in business
- Additional relevant information

D. QUALIFICATIONS

- Resumes of the key project personnel to the project
- Current Professional Engineering License for the audit team
- Documentation of firm being a licensed design firm in Illinois
- Current Certification from the State of Illinois that your firm is in good standing with the State of Illinois to perform work/business in Illinois
- Relevant Experience: Provide project details on at least three (3) Illinois k-12 public school projects where the contract was between the responding ESCO and a school district.

E. TECHNICAL APPROACH

- Describe the ESCO's approach to technical design
- If necessary, will the ESCO include ACM & HAZMAT abatement/remediation?
- Does the ESCO have in-house A&E (P.E., CEM, NABCEP, AIA)?
- Provide a description of the facility needs and recommended solutions

F. FINANCIAL APPROACH and GUARANTEE

- Pricing for proposed recommended solutions and alternatives if applicable
- Provide a detailed explanation of how the ESCO will calculate savings
- Profit should be stated as a separate element of the price for each solution and alternative.

- 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 guaranteed methodology of measurement and verification that will be used for each facility improvement proposed.

G. PROJECT MANAGEMENT

- Description of approach for project and construction management including processes, type, and availability of company resources to support the project

H. GUARANTEE HISTORY

- List any projects for which the provider or predecessor has paid a school district for an annual savings shortfall under a guaranteed energy savings contract.
- List any projects for which the provider or predecessor has provided measured savings as opposed to stipulated savings.

I. ADDITIONAL SERVICES

- Any additional information, service, and training

III. Proposal Evaluation Criteria

The District will evaluate the proposal with the assistance of a licensed architect or a licensed professional engineer. The district administration will evaluate all proposals and select the responsive firm that best meets the needs of the district, subject to approval by the school board. The District reserves the right to, but is not obligated to, request and require that proposing firms provide an oral presentation of its proposal. The written proposal and oral presentation, if required, will be the basis for determining the successful firm. Proposals will be evaluated according to the following criteria:

- Qualifications and experience of the proposer and past performance of the firm on other contracts in terms of size, scope and quality of services. The district may solicit reference information from previous clients.
- Qualifications and experience of committed personnel.
- Technical Approach – quality and responsiveness of the proposal to the needs of the district in terms of scope of work, methodology, and project management.
- Financial Approach – Total project cost, projected savings and sources and types of potential financing.

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

To be considered for aware, the submitting provider must be 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 any person or employee shall have

under this agreement shall include the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures.

IV. Timeline

The District expects to undertake the selection process described below according to the following schedule (dates subject to change in the district's discretion):

Advertisement and Issue RFP	February 5, 2025
Submissions of Proposals	March 10, 2025, at 10:00 AM
Selection of ESCO	March 20, 2025

V. Contract Requirements

The selected provider ("Provider") must enter into a contract with the District including the terms and conditions listed herein (all documents that will comprise the agreement between the District and the Provider are collectively referred to as the "Contract Documents"). The terms and conditions stated in this RFP and all exhibits and attachments hereto 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.

The Contract Documents, at minimum, shall contain the following:

A. Guarantee

The Contract Documents must result in a guaranteed minimum annual energy and operational costs savings, as well as defined levels of occupant comfort, maintenance, monitoring, training or other services. The contract shall provide that either the energy or operational cost savings, or both, will meet or exceed within a specified number of years (not to exceed 20 years) the costs of the energy conservation measures (ECMs). During the guarantee period, the Provider shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract annually. The contract shall include a clear, simple explanation of what steps, decisions or paperwork must be completed to (a) establish the first day of the District guarantee and (b) measure the actual annual savings realized during each guaranteed year. After the ECMs are installed, the operational and energy cost savings shall be documented on an annual basis (either by the Provider or the District), 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.

B. Payment and Performance Bonds

The 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 payment and performance bonds shall be provided by the Provider prior to commencing the work. The bonds shall include such provision as will guarantee the faithful performance of the Provider's obligations hereunder and pursuant to the *Prevailing Wage Act*.

C. Insurance

1. Form and Amounts of Coverage. The Provider shall purchase and maintain, at its own expense, the following insurance: (i) Workers Compensation Insurance for not less than the statutory requirements; (ii) Employers' Liability Insurance with limits of at least One Million Dollars (\$1,000,000) for bodily injury by accident and One Million Dollars (\$1,000,000) bodily injury by disease; (iii) Commercial General Liability Insurance, on an occurrence basis, at limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate with sexual abuse and molestation coverage included in such policy; (iv) Excess or Umbrella Liability Insurance, on an occurrence basis, at limits of not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate (the excess or umbrella policy must follow the form of the underlying policy); (v) Business Automobile Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) that covers liability arising out of any auto (including owned, hired, and non-owned autos); and (vi) Professional Liability Insurance at limits of not less than Two Million Dollars (\$2,000,000). All insurance of the Provider, with the sole exception of the Workers Compensation Insurance, shall name the Owner, and its Board of Education, individual Board members, employees, consultants and agents as additional insureds thereon on a primary and non-contributory basis. The Provider shall require that every subcontractor of any tier obtain insurance of the same type and amounts as the Provider, naming the same parties as additional insureds on a primary and non-contributory basis. Moreover, to the fullest extent permitted without invalidating any insurance coverage of Provider, Provider waives any right of subrogation it and any of its insurers may have against the Owner, and its Board of Education, individual Board members, employees, consultants and agents.

2. Other Insurance Requirements. The Provider shall provide and maintain insurance in the amounts outlined with companies acceptable to the Owner, for a minimum of two (2) years after final completion of the Project. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. The insurance requirements set forth in this Paragraph are minimum contractual obligations and shall not preclude the Owner from accessing insurance limits above said stated minimums. Certificates of insurance acceptable to the District shall be filed with

the District prior to commencement of the Work and thereafter upon renewal or replacement of each required policy

D. Compliance with Laws

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. The Department of Labor wage rates 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. Further, the Provider shall comply with the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The 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 12101 *et seq.*, and rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable. To the extent applicable, the Provider shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the Illinois Use Tax Act, 35 ILCS 105/1 *et seq.*

The Provider understands that smoking is prohibited on school district property pursuant to State and federal law and shall not allow smoking at the Project. 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 Owner. Any employee of the Provider or subcontractor found to have been convicted of any prohibited offense under said section shall be promptly removed by the Provider and replaced. Provider represents and warrants to Owner that none of its employees, or those of any subcontractor, have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on school property.

It is the understanding of the Parties that no employees of the Provider performing work under the Contract Documents will have direct, daily contact with pupils of any school in the District. If any individual performing any work will have direct, daily contact with students, or if otherwise requested by the Owner, Provider must immediately obtain criminal background investigations of any of Provider's or Subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at Provider's or Subcontractor's expense and at no cost to Owner, by change order or otherwise. The Owner will notify the Provider if the Owner determines that any individual is not eligible to be present on the Owner's property in connection with the Project. Due to restrictions on disclosure of background check information, the Owner may not specify to Provider the reasons for a determination of ineligibility. Furthermore, to the extent required by

105 ILCS 5/24-5 or any other law, rule or regulation, Provider shall provide to the Owner, at Provider's expense, evidence of Provider's employees' physical fitness to perform their duties and freedom from communicable disease.

E. Warranties

The Provider warrants to the District that materials and equipment furnished under the Contract Documents will be of good quality and new unless the Contract Documents require or permit otherwise. The Provider further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The warranty will not be affected by the specification of any product or procedure, unless the Provider objects promptly to such product or procedure and advises the District of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Inability or refusal of the subcontractor or supplier responsible for the defective work to correct such work shall not excuse the Provider from performing under the warranty.

F. Consequential Damages

The District shall not waive any claims for consequential damages arising out of or relating to this Contract.

G. Indemnification

To the fullest extent permitted by law the Provider waives any right of contribution against and shall indemnify and hold harmless the District, the District's individual board members, agents, consultants and employees from and against all claims, damages, losses and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), including but not limited to attorneys' fees, court costs and expert witness fees arising out of, relating to, resulting from or in connection with (1) any act or omission of Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or (2) any breach of the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in the Contract Documents.

In any and all claims by an employee of Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations in the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Provider or any subcontractor under workers' or workers' compensation acts, disability benefit acts or other employee benefit acts. Provider and every subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the Project and waive

any limitation of liability defense based on workers' compensation acts, or interpretations thereof, against claims by the District for indemnification or contribution, and further agree to indemnify and defend the District and its individual board members, agents and employees and consultants (Indemnitees) from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the Indemnatee's may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnatee's own negligence, and further agree to pay any contribution appropriate for Provider's and subcontractors' own negligence. Provider shall ensure that this provision is inserted in every contract between Provider and subcontractors. If such provision is not contained within a subcontractor contract, or if a subcontractor's insurance does not cover or is insufficient to pay such claims, Provider shall assume all subcontractor liability for such indemnification of or contribution to the District.