



S·I·P·C
Schools of Illinois
Public Cooperative

P.O. Box 3951
Carbondale, IL 62902

**REQUEST FOR PROPOSAL FOR
PERFORMANCE CONTRACTED ENERGY PROJECT**

Bid No.: SIPC2022PCEP1

SCHOOLS OF ILLINOIS PUBLIC COOPERATIVE (“SIPC”)

RFP Title: PERFORMANCE CONTRACTED ENERGY PROJECT

RFP Type: RFP SEALED

RFP Security: SEALED

Issue Date: December 9, 2022

Close Date & Time: January 20, 2023 – Noon

Bid Opening Date: January 20, 2023 – 12:15pm

Award Date: February 20, 2023

Bid No.: SIPC2022PCEP1

All Documents Available at: <https://schoolsofillinois.org/published-rfps/>

Notice: Schools of Illinois Public Cooperative (SIPC) is a not-for-profit joint purchasing cooperative formed in accordance with Article 7, Section 10 of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), and the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, et seq.). More information about SIPC can be found at <https://schoolsofillinois.org/>.

The Schools of Illinois Public Cooperative (SIPC) is a cooperative, formed by an intergovernmental agreement between its members, which includes a variety of educational institutions, including private and public schools in Illinois and other states. SIPC was formed and operates under the authority of the Illinois Constitution of 1970, the Illinois *Intergovernmental Cooperation Act*, and the Illinois *Governmental Joint Purchasing Act* to promote the increased efficiency in the operations of its members, particularly with respect to the procurement of goods and services.

Among its purposes and functions, SIPC seeks to promote cost effective and efficient procurement of various goods and services on behalf of its members. Members may seek to take advantage of the procurement opportunities available through SIPC. However, it remains the responsibility of the Member to determine whether a specific good or service procured through SIPC’s efforts meets the Member’s purposes and whether the procurement meets the requirements of law applicable to that Member. SIPC makes no representations or warranties that any procurement process is in full compliance the requirements of any applicable procurement laws, regulations, ordinances, policies, or rules of any particular state, territory, municipality, or other governmental body, or private entity.

The SIPC Board is seeking proposals for **PERFORMANCE CONTRACTED ENERGY PROJECT** program as further described in this Request for Proposals (RFP).

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Schools of Illinois Public Cooperative (hereinafter referred to as SIPC) is seeking proposals from Qualified Energy Services Companies ("Qualified Providers") which can provide comprehensive infrastructure and energy-related capital improvement services for its members.

Schools of Illinois Public Cooperative is interested in obtaining proposals for a full range of energy and energy-related capital improvements at SIPC member School District facilities that follow 105 ILCS 5/19b Definitions. These services are to be delivered utilizing a Guaranteed Energy Services Contract.

The purpose of this RFP is to assist SIPC member school districts ("Members") in complying with the procurement requirements of Article 19b of the Illinois School Code in the selection of Qualified Providers to implement energy conservation measures. After receipt of the RFPs and selection of the Qualified Providers, negotiation and final approval of any resulting guaranteed energy management contract will be between the Qualified Provider and the SIPC member school district. Members may require additional or project specific contractual requirements. SIPC will not be a party to any contact between the Qualified Provider and the Member and no contract is formed between SIPC and a Qualified Provider by virtue of this RFP process.

The individual Member school districts may elect to implement improvement measures in phases, pursuant to the final contract.

The Schools of Illinois Public Cooperative (SIPC) seeks written proposal from Qualified Providers to establish a **Guaranteed Energy Services Contract** for a **Performance Contracted Energy Project** program for the members of SIPC who wish to participate. The proposal should be made available to any SIPC member that has entered into the SIPC Intergovernmental Agreement.

OBJECTIVES

- Gain a thorough understanding of the available **Performance Contracted Energy Project** programs that will meet the needs of SIPC members and their building populations.
- Gain a thorough understanding of the **Performance Contracted Energy Project** program offered by each respondent.
- Select vendor partner that provides the best **Performance Contracted Energy Project** program as defined by the proposal evaluation and selection process.
- More than one vendor may be chosen based on geographical limitations of the vendors submitting proposals.

The data, specifications and administrative requirement set forth herein are intended to serve as a general guideline for each proposal. Departure from the RFP provisions may result in rejection of the Respondent's proposal. Each supplier is expected to submit a fully detailed proposal that adequately describes the advantages and benefits which SIPC and its members would realize by acceptance of its proposal.

105 ILCS 5/19b DEFINITIONS

Energy Conservation Measure

1. Means any improvement, repair, alteration, or betterment of any building or facility building or facility owned or operated by a school district or area vocational center or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to the building code authorized in Section 2-3.12 of this Code, that is designed to reduce energy consumption or operating costs, and may include, without limitation, one or more of the following:
 - a. Insulation of the building structure or systems within the building.
 - b. Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, reductions in glass area, or other window and door system modifications that reduce energy consumption.
 - c. Automated or computerized energy control systems.
 - d. Heating, ventilating, or air conditioning system modifications or replacements.
 - e. Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility unless an increase in illumination is necessary to conform to the applicable State or local building code for the lighting system after the proposed modifications are made.
 - f. Energy recovery systems.
 - g. Energy conservation measures that provide long-term operating cost reductions.
2. In addition to the items listed in the definition above, the work to be included in projects may also include, but not be limited to, upgrades or replacement of equipment and/or material, roofing, tuck-pointing, doors, windows, lighting, plumbing, electrical, etc.

QUALIFIED PROVIDER

A person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures. The minimum training required for any person or employee under this Section shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the school district or area vocational center for its faithful performance.

(Source: P.A. 92-767, eff. 8-6-02.)

GUARANTEED ENERGY SAVINGS CONTRACT

“Guaranteed energy savings contract” means a contract for: (i) the implementation of an energy audit, 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. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures. Energy savings may include energy reduction and offsetting source of renewable energy funds including renewable energy credits and carbon credits.

REQUIRED CAPABILITIES

The Qualified Provider must have the demonstrated technical and managerial capabilities to provide a comprehensive set of 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 the systems installed. Monitoring and verification services shall include appropriate measurement and timely reporting of the energy and operational savings from the project.

OVERVIEW OF TERMS AND CONDITIONS

1. **Contract Term.** The duration of the contract will be mutually determined between the Qualified Provider and the District, based on authorized legislation, final project scope and financial factors. No contract shall exceed 20 years in duration.
2. **Guarantee.** The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the cost of the energy conservation measures.
3. **Execution of Guaranteed Energy Savings Contract and Financing Documents.** The District will negotiate and execute the Guaranteed Energy Savings Contract with the selected Qualified Provider. The Qualified Provider to whom the contract is awarded shall give a sufficient payment and performance bond to the District for its faithful performance. This bond will be issued to the District following contract execution and prior to any work being performed. The selected Qualified Provider shall also provide a written guarantee that meets the legislative requirements of 105 ILCS 5 Article 19b.

PROCUREMENT PROCESS

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

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PROPOSAL SUBMISSION DUE DATE EXTENSIONS SHALL NOT BE GRANTED

2. SUBMISSION OF PROPOSALS

All proposals by qualified providers **MUST BE SUBMITTED** in writing along with the Request for Proposals (RFP) Form and include all of its attachments and any addenda accompanying the RFP. The Proposals must be enclosed in a sealed envelope clearly marked “**SIPC2022PCEP1**” – “**Performance Contract Energy Project**”, addressed, and mailed or delivered to Schools of Illinois Public Cooperative at: P.O. BOX 3951; Carbondale, Illinois 62902.

Respondents are responsible for actual delivery of proposals to SIPC prior to the Close Date and Time. SIPC will not be responsible or liable for any failure of or delay in delivery. Respondents must submit three (3) complete written copies (original and 2 copies) and one (1) electronic version of their proposal (including the RFP document, all attachments, as well as any information responsive to the RFP and respondents developed material).

All submissions become the property of the SIPC and will not be returned to the responding Qualified Provider. All costs associated with submission preparation will be borne by the responding Qualified Provider.

The SIPC 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 merit and value of the proposals offered. The SIPC shall select the qualified provider that best meets the needs of its members.

Letter of Intent

Once a selection has been made, the Qualified Provider will be issued a Letter of that identifies the winning qualified provider for the SIPC members. Individual members of the SIPC will then coordinate with the qualified provider for items which may include a Detailed Energy Audit, Determination of Scope of Work, and/or Contract Development. Upon final negotiation and acceptance of the scope, cost, and savings, and terms, the Qualified Provider and **District** shall enter a Guaranteed Energy Savings Contract in accordance with 105 ILCS 5/19b.

3. Questions Regarding the RFP

POINT OF CONTACT

All questions regarding this RFP must be **emailed** to Kay Dosier, Managing Director, Schools of Illinois Public Cooperative (SIPC) at Info@SchoolsOfIllinois.org more than 7 days prior to opening date.

Any and all interpretations, corrections, revisions and amendments to the RFP shall be issued in the form of written addenda, posted to the website and made available to all entities that request the RFP.

Any contact with the SIPC Board of Directors or other SIPC staff persons, other than the Point of Contact listed above, relating to the RFP Advertisement, will not be considered as appropriate contact and any questions answered from individuals that is not the point of contact will not be considered as an official answer.

4. Withdrawal of Proposal

Respondents may withdraw their proposal in writing at any time prior to the submission deadline. A Respondent which has withdrawn a proposal may resubmit a new proposal prior to the submission deadline.

5. Proposal Evaluation and Selection Criteria

It is the purpose of this RFP to obtain data as complete as possible from each Respondent to enable SIPC Board to determine which Respondent is best able to meet all of the criteria which are to be considered in the award of the contract. To this end, each Respondent shall provide as part of its proposal a complete response to any of the information requested in this RFP in order to permit an assessment of the capabilities and services that are to be furnished to SIPC and its member school districts, with particular emphasis given to the services and/or specifications indicated elsewhere in this RFP. Failure of a Respondent to supply all requested information may result in a rejection of the proposal by SIPC.

In determining the successful vendor, SIPC will evaluate various aspects of vendor responses as specified by the evaluation system below. Criteria subject to weighting factor relevant to its importance as determined by SIPC. **The criteria to be used in evaluation follows:**

- *** See Appendix 1 for **Evaluation Criteria**
- **DIVERSITY and ILLINOIS FIRST SUPPLIERS:** Vendor demonstrates an effective corporate commitment to diversity in achieving the aspirational goals established by the state of Illinois under the Business Enterprise for Minority, Females and Persons with Disabilities Act, 30 ILCS 575/1 et seq. (BEP Act).

Vendor demonstrates preference to Illinois First Suppliers in RFP response.

DELIVERABLES AND PRESENTATION

Deliverables: Submission of Complete RFP

Presentation: Capabilities presented in-person to SIPC Board, with structured format that provides assurance that the respondent can demonstrate the expertise to provide capabilities represented in RFP response, and the opportunity for Q&A.

Presentation Format:

- 15 Minutes – Overview of company including general business information, location of IL headquarters and satellite offices, key staff capabilities
- 10 Minutes – Overview of past 3 projects detailing the scope of the project and energy saving guarantee and timeline associated with the project
- 10 Minutes – Presentation of proposal submitted, allowing vendor to highlight areas of the submittal.
- 10 Minutes – Q & A

6. SIPC Rights/Obligations

SIPC reserves the right to accept or reject any or all proposals, waive irregularities in the proposal or RFP process, to select the Qualified Provider(s), to withhold a selection or make not selection as it deems to be in the best interest of the SIPC and its members.

Determination of compliance and responsiveness to the requirements of the RFP will be made after a thorough and careful review of the proposals. Public review of the submitted proposals will not be possible until an award has been made and the SIPC has removed any trade secret, confidential or other proprietary information, if any, from the proposals.

Among the factors SIPC may consider in awarding the contract are Respondent facilities, stocking/inventory capacity, technical experience, responsiveness, responsibility, and previous performance. Additionally, the financial standing of the Respondent, management reporting, and ability to meet delivery requirements may be considered.

SIPC may make such investigations as deemed necessary to determine the ability of the Respondent to provide and perform the specified services stated in the RFP as well as its general business practices.

SIPC may conduct discussions with Respondents and negotiate rebates to SIPC for contracts as a result of this RFP. Respondent shall propose a percent of the contract or fee of any contract to be rebated to the SIPC for the opportunity of the Respondent to enter into a contract with an SIPC member.

7. Rejection or Clarification of Proposals

Should SIPC require additional information, subsequent to the proposal opening date, in order to evaluate or clarify the response, responsiveness, or capability of a Respondent to perform in accordance with the requirements of this RFP, SIPC may request supplemental information regarding financials, references, or other pertinent topics be submitted within a specified time. If reasonably requested information is not submitted by a Respondent within the time specified, SIPC reserves the right to reject the Respondent's proposal without further consideration.

8. No Payment for Information

SIPC will not pay for any information requested herein, nor is it liable for any costs incurred by the Respondent in responding to this RFP. All proposals submitted become the property of SIPC and will not be returned to the Respondent.

9. Licensing/Registration

A Respondent submitting a proposal must be registered to do business in the State of Illinois, and licensed, as applicable, to provide the services requested.

10. Exceptions to RFP

Exceptions to the RFP by Respondents are non-preferred and highly discouraged, and may at the discretion of SIPC result in the rejection of the proposal. However, if a Respondent makes any exception to or deviation from the specifications or other requirements of the RFP, the Respondent shall clearly identify such exceptions and/or deviations in its response. Such exceptions and deviations will be considered in the evaluation of the proposals.

11. Pricing Information & Firm Offer

Respondent must furnish comprehensive information as part of its proposals by completing the Scope of Products and Services section.

All responses to the RFP submitted by Respondents shall remain firm and irrevocable for a period of ninety (90) calendar days from the proposal due date, unless otherwise specifically set forth herein.

12. Respondent Consent

By submitting a response to the RFP, the Respondent consents to SIPC contacting and obtaining any relevant information to this RFP from the references identified by the Respondent in its proposal or other sources deemed appropriate by SIPC.

13. Authorized Dealer

Respondents must be either an authorized dealer for the products offered or be able to show evidence, if requested, of an uninterrupted source of inventory for the product categories or items listed in the RFP.

14. Respondent Information

Respondents must provide the following information:

- a. Biographies - Professional biographies, including information regarding experience and qualifications, of key employees of the Respondent who may be assigned to provide any services under the agreement;
- b. Distribution Capabilities - Information depicting the geographical location of the functional abilities of the Respondent to perform services related to this RFP by providing a map of the State of Illinois depicting the regions in which the Respondent can adequately provide services.
- c. Financial Stability – All Respondents must have adequate financial resources and be financially sound as demonstrated by submission of audited balance sheets/financial statements
- d. Past Project – Respondent shall supply scope, budget, final cost, and scheduled completion compliance for last 3 completed projects in Illinois.
- e. Financial Vehicles - Examples of financial vehicles the Respondents can provided SIPC member districts for financing projects.
- f. Approach to Projects – Provide specific examples of how projects are developed within the Respondents organization including who is involved in the development of the project, how the scope is defined, project cost estimations, energy saving calculations and relationship with existing school architectural firms.

15. BONDS

A Payment and Performance Bond is required to provide individual School Districts with Adequate protection in the event of default by and/or dispute with the chosen Qualified Provider.

Prior to the start of construction, the selected Qualified Provider shall furnish the District with a Payment & Performance Bond for the faithful installation of the scope of work included in the executed Contract with the school district. The Payment & Performance Bond shall be for 100% of the executed Contract amount.

16. INSURANCE REQUIREMENTS

Prior to the commencement of work, the Qualified Provider must provide evidence of insurance in amounts and types acceptable to the Member, for both the construction and operation phases of the Project.

17. AS-BUILT DRAWINGS

Where applicable, the Qualified Provider must provide reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with Member) 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.

18. ENERGY AND OPERATIONAL SAVINGS

One hundred percent (100%) of all energy and operational savings shall be retained by the Member. The reconciliation of guaranteed sums shall be provided by the Qualified provider on an annual basis, commencing one year from the date of final completion and acceptance of the work, by the Member. The Qualified Provider will be responsible for measurement and verification of implemented measures to ensure optimal performance as well as for ongoing training, however, the Member has the option to negotiate the extent of any contracted on-going maintenance service contract.

19. PROPRIETARY INFORMATION

If a proposal includes any proprietary data or information the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information, so identified, will be used by the Member solely for the purpose of evaluating proposals and conducting contract negotiations. Disclosure of any proprietary information by the Member shall be in

accordance with the laws and regulations regarding disclosure in force in the State of Illinois.

20. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn or modified by written request of the respondent, provided such request is received by the Member at the address listed for proposal submittals, and prior to the due date responses are required to be submitted.

21. DISCLOSURE

That the SIPC enters into this process for the sole purpose of providing its Members access to qualified performance contractors for energy savings projects for its Members.

22. RIGHT TO REJECT

It is understood by the respondent that the SIPC reserves the right to accept any proposal, to reject any or all proposals, and to waive any irregularities or informalities.

23. COST OF PROPOSAL PREPARATION

It is understood by the respondent that all costs associated with the preparation of the Qualified Providers response to this RFP will not be reimbursed by the SIPC.

24. COMPLIANCE

All work completed under this contract must follow all applicable federal, state, and local laws, rules, and regulations, including all building codes, accreditations, certifications, and licensing standards. Work must be in accordance with acceptable engineering and safety practices, be installed in a workmanlike manner and follow all state and local applicable regulations relative to the project. The Qualified Provider and its subcontractors will be responsible for obtaining all required governmental permits, consents, and authorizations, and for payment of all state and city required taxes and fees (that are not subject to school district tax exempt status) which result from this contract.

25. SUBCONTRACTOR APPROVAL

District retains the right to approve any Qualified Provider selected subcontractor prior to its commencement of work on Projects. Names and qualifications of subcontractors must be submitted at least two weeks in advance of subcontractor scheduled start date.

26. HIRING AND WAGE REQUIREMENTS

The Qualified Provider shall comply with Illinois prevailing wage law requirements and, if applicable, minority and women-owned business enterprises or union only work if a project labor agreement is in place for the school district. If the Member school district will be financing acquisition of the energy conservation measures using federally awarded funds, the requirements of the Bacon-David Act will also apply.

27. PROPOSAL REVIEW AND SELECTION OF FINALIST(S)

The Member reserves the right to, but is not obligated to, request and require the proposing firm provide an oral presentation of its proposal. The Member reserves the right to enter into an agreement with the SIPC awarded firm for the Performance Contract work or any other provider they choose. Proposals will be evaluated according to the following criteria:

- Qualifications and experience of the Qualified Provider's Team members who work for the Performance Contractor.
- Technical Approach – Quality and responsiveness of the proposal to the needs of the sample project work with regard to scope of work, methodology, and project management.
- Financial Approach – Ability to work with the member districts to finalize Project Costs, Projected Savings, and sources and types of potential financing.
- Respondents to provide potential construction budgets based on sample projects submitted with this RFP.

The SIPC Board or its designee will, in the exercise of their sole discretion, determine which proposal best meets the needs of the Member and the SIPC.

28. CONTRACT NEGOTIATIONS

Each Member will be responsible to negotiate and contract for services pursuant to the needs of their own district, with the Qualified Provider in order to determine what best meet the needs of the member district. If an agreement cannot be reached, there is no obligation from the Member to work with the Performance Contractor chosen by the SIPC

The qualified provider shall have the capacity to provide a comprehensive program which includes the installation of energy saving improvements. The scope of work may include; but, not limited to, the following energy cost savings measures:

Operation & Maintenance

- Automatic controls calibration
- Boiler combustion efficiency checks & calibration
- Clean air-cooled condenser coils, chiller tubes, coils, filters
- Cooling tower maintenance
- Correct water treatment

- Room set points
- Repair leaking pump and equipment seals
- Turning lights off

Utility / Rate Conversions/Purchase Options

- Converting to all electric rate
- Converting to interruptible electric rate
- Purchasing natural gas at the wellhead
- Real time pricing

Note: The negotiated change of electric rate per kw/h to a lower rate shall not be

included in calculating the cost saving as part of this energy performance contract.

Architectural

- Building & Roof Insulation
- Door Replacement & Weather-stripping
- New Roofs
- Window Replacements
- Window Solar film / shading
- Window Storms / over glazing
- Window Weather-stripping

Electrical

- Energy efficient motors
- Energy efficient transformers & building power analysis
- Power factor correction capacitors buildings & load
- Two speed motors
- Variable speed drives

Kitchen

- Conversion of electric booster heaters to natural gas
- Conversion of hoods & makeup air systems to efficient types
- Coolers-Add strip curtains

Lighting

- Conversion of fluorescent fixtures
- Energy Efficient Electronic Ballasts
- LED lighting
- Conversion of incandescent fixtures
- Conversion of mercury vapor fixtures
- Delamping with reflector installation
- Dimming controls
- Occupancy sensor controls

Plumbing

- Low flow faucet aerators, shower heads & fixtures
- Preheat domestic hot water
- Proximity sensor control on fixtures

HVAC-Controls

- Boiler/hot water converter optimization
- Chiller optimization (reset & sequencing)
- Cooling tower optimization
- Direct digital controls
- Electrical demand limiting

- Lowering of static pressure control points to lowest allowable levels
- Mixed air dampers-economizer control
- Night purge
- Night (unoccupied) setback
- Occupancy sensor control
- Optimal start/stop & ventilation delay
- Outdoor air reduction
- Occupied-unoccupied (time of day) control
- Supply air reset
- Variable speed drive control (VAV, variable pumping)

HVAC-Equipment

- Replace with higher efficient equipment
- Compressor conversions
- Refrigerant conversions
- Adding heat recovery

HVAC-Chiller Plant

- Change cooling tower nozzles
- Condenser heat recovery
- Evaporative pre-cooling
- Ozone tower water treatment
- Tower free cooling
- Replacement chiller with increased efficiency
- Thermal storage
- Variable speed pumping (secondary)-decoupled chiller
- Variable speed primary pumping
- Variable speed drive on cooling tower fan

HVAC-Heating Plant

- Conversion to dual fuel burners
- Install flue dampers
- Install turbulators
- Lower steam pressure
- Radiator Valves
- Repair vacuum pumps
- Repair/replace steam traps
- Replacement burners with increased efficiency
- Trim control
- Variable speed pumping (secondary)
- High efficiency boilers
- Flue heat recovery

HVAC-Systems

- Ceiling fans
- Conversion of inefficient terminal devices (bypass dump boxes and constant volume reheat boxes)
- Conversions to allow isolation of building areas with varying occupancies
- Duct and pipe insulation
- Energy efficient belts
- Exhaust air heat recovery

- Indoor air quality analysis
- Replace worn sheaves
- Reseal or replace leaking control dampers

Process

- Air compressor optimization
- Repair compressed air leaks and lower delivery pressures

Miscellaneous

- Cogeneration
- Pool blankets
- Pool chemical conversion
- Variable speed domestic water pump control (eliminate discharge valve)
- Variable speed pool water pumping (eliminate discharge valve)
- Geothermal Heat Pumps
- Solar Panels
- Roofing Energy Efficient

A preliminary audit shall be provided upon the request of the Member , the provider will conduct a preliminary energy audit, at no cost, of the Owners facility for the Performance Contracting Services opportunities.

An investment grade audit, shall also be offered after the approval by the Member to conduct an Investment Grade Audit which will include a complete proposal indicating a detailed scope of work, at least 30% design drawings, building modeling with industry accepted modeling software, a detailed description of the measurement and verification services and a Performa. The Performa shall include, but not be limited by, the following:

- Total construction first cost.
- Any grants, incentives, rebates or other discounts.
- Projected savings by energy conservation measures by year for the financing term.
- Maintenance and/or operational cost savings per year for the financing term.
- Maintenance support services cost per year for the financing term.
- Measurement and verification support services per year for the financing term.
- Financing assumptions such as estimated interest rates and inflation rates.
- Any capital avoidance calculations with yearly savings per year for the financing term.
- Financing term payments per year for the financing term.
- Program cash flow comparisons per year for the financing term.
- Net present value analysis with estimated discount rate.

The information to develop the energy baseline shall be derived from actual energy measurements or shall be calculated from energy measurements at the facility where energy cost savings measures are to be installed or implemented. The measurements shall be taken in the year preceding the installation or implementation of energy cost savings measures.

The guaranteed energy cost savings contract shall include a written guarantee that either the energy or operational savings, or both, will meet or exceed the energy savings measured over the expected life of the energy conservation measures implemented within the finance terms, but not to exceed 20 years. The Vendor shall reimburse the school district for any shortfall of guaranteed energy savings on an annual basis.

The Investment Grade Audit will be signed and sealed by a professional technical engineer.

The district and the provider shall agree on a specific Measurement and Verification process to be used in monitoring the success of the program. The provider shall also assist the member district in obtaining financing and or grants/rebates.

PROPOSAL RESPONSE INSTRUCTIONS

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

FORMAT FOR RESPONSE

This format shall be used for the sample project provided for this RFP, but it shall also be used when submitting proposals to member districts for their consideration for their specific projects.

A. Table of Contents

B. Executive Summary

C. Background and Qualifications

- a. Provide an overview of your company that includes your organization’s capabilities.
- b. Provide an overview of the team and describe what their responsibilities will be on the project.
 - a. Include Resumes (not more than one page) for each team member who will be directly involved in the project.
 - 1. Include years of experience.
 - 2. Recent Projects
 - 3. Relevant Affiliations/Accreditations
- c. Include Illinois School Districts where team members have worked on Energy Savings Projects. If relevant, include additional references where team members have worked on traditional construction projects.
 - a. Provide a brief description of the project.
 - b. Value of the project.
 - c. District Contact Information

D. Technical Aspects of the Proposal

Provide a detailed summary of your organization's technical approach to meeting the District's energy efficiency and operational savings needs and objectives. This section should include, but not be limited to, the following subsections.

1. *Existing Conditions*
 - a. Describe your organization's approach to the assessment of the facilities and existing conditions.
2. *Solutions for Consideration*
 - a. Provide an overview of the approach to various recommended solutions to address the conditions of the District's facilities.
3. *Development*
 - a. Describe the overall approach to assessment and development of technical solutions.
4. *Design*
 - a. Describe your proposed design approach and include any preferred design and engineering consultants your organization would utilize, within the scope of the project.
 - b. Provide any design details or drawings (if any) utilized as part of your response.
5. *Construction Management*
 - a. Describe your approach to all phases of construction management, from bid process through final acceptance and warranty. Include the following details:
 1. Describe how your team would work with current building management and maintenance personnel to coordinate construction and avoid conflicts with the building's operation and use.
 2. Describe any project management tools or systems to be utilized on the project.
 3. Identify and describe any components your organization considers to be unique to Construction Management.
6. *Commissioning*
 - a. Describe how your firm intends to provide commissioning for the project.
7. *Performance Assurance*
 - a. Describe the performance assurance processes you intend to use to ensure the buildings operate at the desired performance level, both at the completion of the construction phase and throughout the contract term.

E. Financial Aspects of the Proposal

As part of the Financial Aspects Section an estimate of the work proposed must be provided. This estimate will be viewed as a Not to Exceed Total, for the scope and criteria of the work proposed.

1. *Construction Budget*
 - a. Provide a Construction Budget for the scope of work described in the response. If applicable, include options and alternates.
2. *Sample Cash Flow Analysis*
 - a. Provide a Cash flow analysis which includes the following criteria:
 1. Energy Savings with a Utility Escalation Factor of 3%
 2. Operational Savings with a Labor and Material Escalation of 4%
 3. A Cash Option
 4. A Bond Rate Option of 2.5%.
 - b. If the Respondent chooses to show an additional Cash Flow Analysis with alternative variables for Energy or Operational Savings, please identify the Cash flow alternative and provide the alternative analysis with a Cash Option and Bond Rate Option as stated above.

F. Implementation Schedule

G. Additional Information

Any additional information the respondent believes to be relevant to the District's selection efforts may be included in the proposal as Section H. Appendix.

GENERAL CONDITIONS

A. Standards of Service

The standards of service provided for the facilities, including heating, ventilation, air conditioning, and humidity, shall be in accordance with requirements of state and local codes.

B. Liability

The Qualified Provider shall provide comprehensive general liability, comprehensive automobile liability, and worker's compensation insurance coverage, according to the requirements for the Member.

An example of required minimum levels of insurance coverage for Commercial General Liability are as follows, each member district may have their own requirements that must be met:

- General Aggregate - \$1 Million
- Products Comp/Ops Aggregate - \$1 Million
- Personal & Advertising - \$1 Million

- Each Occurrence - \$1 Million
- Fire Damage - \$50,000
- Medical Expense - \$25,000
- Employer's Liability and Workmen's Comp - \$500,000

C. Design Work

All Design work related to the installation or modification of facilities shall be performed and stamped by architects/engineers licensed in the State of Illinois, as required by State and Local Building Codes.

D. Prevailing Wages

The Qualified Provider, and its subcontractors, shall pay the rate of wages for workmen required for any proposed construction to comply with the Illinois Department of Labor and any specific requirements of a funding vehicle utilized by the District. It is the responsibility of the Qualified Provider to discuss these requirements with the District prior to submitting Construction Budgets, as outlined in Section E of the Proposal Response Instructions.

E. Permits, Licenses, Inspections, and Taxes

The Qualified Provider shall obtain and pay for all permits and licenses, and shall give all notices, pay all taxes, and comply with all laws, ordinances, rules and regulations bearing on the work. If the specifications are at variance herewith, the work shall be installed in accordance with local laws, codes, rules, regulations, and ordinances.

F. Sales Tax

The Qualified Provider shall not include Illinois sales tax on any materials or labor, furnished in connection with this contract.

The Member will provide the contracted Qualified Provider with an exemption certificate giving the District's tax-exempt status number.

OTHER REQUIREMENTS

1. References

Respondents must provide references, from education facility systems, where Respondent's firm has recently provided similar services to the program outlined in this RFP. The Respondent should provide the Reference List enclosed with this RFP, including all requested information. By providing this information, the Respondent authorizes SIPC to make any necessary contact, written or oral, with the references provided to obtain additional information regarding the Respondent's experience and

capability to perform. Failure by a Respondent to provide reference information as requested may cause SIPC to reject the Respondent's proposal.

2. Certifications

Respondents shall complete the following certifications, which will become a part of any contract awarded by SIPC to the successful Respondent:

1. Certificate Regarding Sexual Harassment Policy
2. Certificate of Compliance with Illinois Drug-Free Workplace Act
3. Certificate of Non-Discrimination
4. Certificate of Bidder Eligibility and Non-Collusion Affidavit
5. Certification of Submission of Proposal

3. Confidentiality

Ownership of all data, material, and documentation submitted in the response to the RFP shall belong exclusively to SIPC, and be subject to public inspection in accordance with the Illinois Freedom of Information Act. However, commercial, financial, or trade secret information of the Respondent which is confidential or privileged and included in the response to the RFP will not be disclosed if clearly marked by the Respondent as "Confidential," and otherwise exempt from disclosure under the Freedom of Information Act.

4. Ethical Conduct

It is expected that all Respondents will adopt, both for themselves and their employees, the highest ethical standard in the industry. All Respondents must be familiar with applicable State and federal standards and/or statutes concerning ethical conduct in a business setting. It is also expected that once a contract has been awarded, Respondents not receiving an award will not undertake any actions that might interfere with or be detrimental to the contractual obligations of SIPC.

5. Non-Discrimination

The Qualified Provider shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, gender orientation or identity, age, physical or mental disabilities.

6. The Qualified Provider will comply with all applicable state of Illinois and federal laws, regulations, rules, and orders, including but not limited to all employment related and non-discrimination laws and OSHA regulations and standards.

7. SIPC & Member District Information

The Respondent/Qualified Provider will not sell or share without permission customer information obtained from SIPC or its member school districts.

RESPONDENT QUESTIONNAIRE

Answer all questions. Attach additional sheets if necessary for a full and complete answer. When attaching additional sheets, indicate the question number of the response.

Respondent understands that this RFP does not guarantee any specific projects with member districts and that member districts reserve the right to enter into their own RFP process for such services if they so choose.

YES

NO

Respondent understands that any contract entered into with a member district as a result of this RFP, the respondent must provide the SIPC with a rebate that has been offered and accepted by both parties at no additional cost to the member district.

YES

NO

Respondent understands that the SIPC does not hold the contract for any work provided to a member district and that all contracts are between the member district and the Respondent.

YES

NO

LIST AND DESCRIPTION OF EXCEPTIONS TO & DEVIATIONS FROM RFP

List and describe in detail any exceptions to or deviations from the instructions, terms, conditions, scope, or specifications of the RFP.

EXAMPLE PROJECT FOR PURPOSE OF THIS PROPOSAL EVALUATION

Scope of project: The project shall consist of lighting upgrades to an elementary school. The spaces shall include the conversion of 32 watt T-8 troffer light fixtures in classrooms, hallways and cafeteria has 250 W Metal Halide. The chart below shows the total number of existing light fixtures for each space.

Room Type	Total Rooms / Areas	Total Fixtures / Room	Total Fixtures	Existing Light	Existing Wattage per fixture	Existing Control
Classroom	22	12	264	32 Watt T-8 2x4 Troffer, 4 bulb, 120 volt	32	Single pole Light switch
Hallways	4	28	112	32 Watt T-8 2x4 Troffer, 4 bulb, 120 volt	32	8 separate 3 way Light Switches
Cafeteria	1	12	12	250 W Metal Halide, 240 volt	250	2 – 3 way switches operating a contactor

Propose replacement fixture types, quantities, controls, designed lighting levels at working height of classroom vs hallway vs. cafeteria. Assume the Utility cost is .03/Kwh and all other fees and taxes drives the total rate to .95/Kwh.

CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY

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

By: _____

Authorized Agent

Date: _____

SUBSCRIBED and SWORN to before me
this ___ day of _____, 20__.

_____ NOTARY PUBLIC

[Contractors With 25 Or More Employees]

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

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

By: _____

Authorized Agent

SUBSCRIBED and SWORN to before me

This ___ day of _____, 20__

NOTARY PUBLIC

CERTIFICATE OF NON-DISCRIMINATION

The Contractor certifies that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, marital status, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further certifies that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Contractor further certifies that it shall, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

CONTRACTOR:

By: _____
Its Duly Authorized Representative

Date: _____

EDUCATION CUSTOMER REFERENCE FORM

EDUCATION CUSTOMER REFERENCE #1

SCHOOL DISTRICT NAME: _____

SCHOOL DISTRICT #: _____

DISTRICT CONTACT NAME: _____

DISTRICT CONTACT STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DISTRICT CONTACT PHONE: _____ DISTRICT CONTACT EMAIL: _____

EDUCATION CUSTOMER REFERENCE #2

SCHOOL DISTRICT NAME: _____

SCHOOL DISTRICT #: _____

DISTRICT CONTACT NAME: _____

DISTRICT CONTACT STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DISTRICT CONTACT PHONE: _____ DISTRICT CONTACT EMAIL: _____

EDUCATION CUSTOMER REFERENCE #3

SCHOOL DISTRICT NAME: _____

SCHOOL DISTRICT #: _____

DISTRICT CONTACT NAME: _____

DISTRICT CONTACT STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DISTRICT CONTACT PHONE: _____ DISTRICT CONTACT EMAIL: _____

CERTIFICATION OF SUBMISSION OF PROPOSAL

The undersigned hereby certifies that this proposal submitted by _____
(Name of Respondent) is in compliance with the terms, conditions, requirements and specifications set forth in the Request for Proposals for Comprehensive Green Cleaning Custodial Service Program, except as specifically set forth in the enclosed LIST AND DESCRIPTION OF EXCEPTIONS TO & DEVIATIONS FROM RFP.

The undersigned further certifies that she/he is an authorized agent of the Respondent and is fully authorized to submit this proposal in accordance with its terms.

_____ (Signature)

_____ (Printed Name)

_____ (Title)

_____ (Name of Respondent)

_____ (Form of Business – e.g., corporation, partnership, etc.)

_____ (State of Incorporation or Registration)

Address: _____

Phone #: _____

E-Mail Address: _____