



Request for Proposals for a Guaranteed Energy Savings Contract (GESc)

Community High School District 155
District Administrative Center
1 S. Virginia Rd.
Crystal Lake, IL 60014
(815) 455-8500
September 27, 2023

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Guaranteed Energy Savings Contract Timeline

Community High School District 155

<u>Date</u>	<u>Action Item</u>
09/27/2023	Request for Proposals is posted on the Capital Development Board Procurement Bulletin and Released to the General Public
10/5/2023	Mandatory Pre-RFP Meeting at 11:00AM at the District Administrative Center Conference Room
10/27/2023	Proposals to be received by 11:00AM and opened at the District Administrative Center Conference Room
11/14/2023	Board of Education is anticipated to approve selection of Qualified Services Provider and entering into a Guaranteed Energy Savings Contract. The Board may revise this date in its sole discretion.

**GUARANTEED ENERGY SAVINGS CONTRACT
REQUEST FOR PROPOSAL ADVERTISEMENT**

Notice is hereby given that Community High School District 155 (the "Owner" or "District") shall receive proposals for a Guaranteed Energy Savings Contract (GESc) involving renewable solar energy until 11:00 AM on Friday, October 27, 2023, at 1. S. Virginia Rd. Crystal Lake, IL 60014, at which time the proposals will be opened. Extensions of time will not be granted and any late arriving proposals will be returned unopened.

The Owner's request for proposals can be obtained from the Owner's website at d155.org. The procurement process and contract shall follow the requirements of Article 19b of the Illinois School Code – "School Energy Conservation and Saving Measures." For more information contact Troy Stinger, Director of Operations, at (815) 455-8500 or tstinger@d155.org.

The qualified service provider to whom the work is awarded ("Provider") shall conform to the local prevailing wage rates for 2024 for McHenry County as required for this project. The Owner requests three (3) sealed copies of the proposal, which must be submitted with the content and in the format described within this Request for Proposals (RFP). 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."

A mandatory Pre-RFP Meeting for all interested service providers has been scheduled for 11:00 am on Thursday, October 5, 2023, in the District Administrative Center Conference Room. Any provider looking to respond to the RFP must be present.

The Owner reserves the right to terminate this RFP process prior to proposals being received or opened, to reject any and all proposals as may be in their best interests, and to be the sole judge of the value and merit of the proposals submitted. Upon review of the proposals received, the Owner may enter into a contract with the Qualified Service Provider that best meets the needs of the Owner. The Owner will only consider those firms or companies who meet all requirements listed in the RFP and have the requisite experience with regard to renewable solar energy projects. The Owner 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 Owner. The Owner 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.

In accordance with the Article 19b of the Illinois School Code, we disclose that Performance Services, Inc. has participated in the preparation of these RFP specifications, by providing sample copies of prior RFP's received for similar projects from other Illinois School Districts.

I. PROPOSAL CONTENT & FORMAT

A. Table of Contents

Proposals shall include an accurate Table of Contents detailing the required sections as described below.

B. Executive Summary (not to exceed 5 pages)

Provide a concise summary of your overall proposal regarding renewable solar energy for the Owner, the general timeline for milestones to be completed, and the proposed project scope of work for a summer 2024 installation window. The project scope and pricing breakdown must be included in the summary, along with any other pertinent information.

C. Company Profile

To be considered for award, 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.

This section should include the following information about the submitting provider:

1. **Company Overview.** Provide a general overview of your company. Include information on your company's approach to customer satisfaction. Include information on your company's involvement with relevant customer associations. Provide answers to the specific questions below:
 - a. How many employees does your company have that live and work in the Chicagoland area and are dedicated to GESC projects?
 - b. How many GESC projects have you undertaken with Illinois Public School Districts in the past three years?
 - c. How many employees does your company have that are licensed in Illinois as a Professional Engineer (PE)?
 - d. Is your company accredited by the National Association of Energy Service Companies (NAESCO) as an Energy Service Company (ESCO)?
 - e. Is your company a subsidiary to another company?
 - i. If yes, will your company's parent company be financially responsible for the energy savings guarantee on this project?
2. **Company Personnel.** Include resumes for all key personnel who will be involved on the proposed solar project. Include the name of the engineer(s) or engineering firm to be used for the design engineering for this project, including their PE license numbers.

3. **Company References.** Provide a list of all GESC projects installed by your company in the Chicagoland area under Article 19b of the Illinois School Code in the last five (5) years. For each project, include the year the project was implemented and at least one reference contact (name, phone number, email).
4. **Litigation.** List any projects with which your company has entered into litigation or arbitration with any K-12 public school district during the past five (5) years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation may result in immediate disqualification.
5. **Guarantee History.**
 - a. 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.
 - b. List any projects for which the provider or predecessor has provided measured savings as opposed to stipulated savings.

D. Technical Approach

This section should include the following information on the Qualified Provider's technical approach to meet the District's energy efficiency, operating cost reduction and occupant comfort objectives.

1. **Proposed Scope of Work.** Provide a detailed overview of the proposed scope of work. Include any related or future project work considerations, as applicable.
2. **Scope Documentation.** Provide the following documentation for any work where the Qualified Service Provider is providing firm pricing:
 - a. **Engineering drawings of proposed improvements must be provided.** Failure to provide drawings may result in evaluation deductions, if applicable
 - i. These may be included in the proposal binder, if possible, or provided as a separate set of drawings (half size sets are preferred)
 - b. **As-built drawings are required for all improvements upon project completion**
3. **Engineering Approach.** Provide an overview of your company's general engineering approach and professional capabilities. Include information on how your company completes design work and calculates energy savings.
4. **Building Controls Approach.** Provide an overview of your company's general approach to building automation and controls systems and capabilities. Include information on how your company designs, installs, programs, and commissions building automation and controls systems.

E. Financial Components/Aspects

This section should include the following information on the financial elements of the Qualified Service Provider's proposed project:

1. **Project Cost and Savings.** Provide an "Improvement List" to convey the cost, savings and rebates for each proposed scope of work item or piece of equipment. Profit should be stated as a separate element of the price for each solution and alternative. Price shall include all costs of installations, modifications, and remodeling, including without limitation, costs of a pre-installation energy audit or analysis, design, engineering, installation, maintenance, repairs, post-installation project monitoring, data collection, and reporting.
2. **Project Cash Flow.** Provide a cash flow projection for the proposed project over the proposed guaranteed term length (15 year minimum).
3. **Project Pricing Approach.** 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.
4. **Project Guarantees.** Provide an overview of your company's general approach to project guarantees. Include information on how your company monitors and reports energy savings. Include your written energy savings guarantee for the proposed project.

F. Implementation Plan

1. **Project Management Approach.** Provide an overview of your company's general approach to project management. Include information on your company's standard processes for implementing project work.
2. **Preliminary Project Schedule.** Provide a preliminary project schedule for the proposed scope of work. Include information on any specific scheduling considerations or critical dates, if applicable.
3. **Post Installation Approach.** Provide an overview of your company's general approach to post installation support. Include information on project warranties and your company's process for identifying and addressing any project issues that occur after substantial completion of the project.

II. EVALUATION CRITERIA/SCORING RUBRIC

The District will evaluate the proposal with the assistance of a licensed architect or a licensed professional engineer. The District will evaluate each proposal based on the following criteria:

A. Qualifications and Experience

- a. Strength of customer references and referrals
- b. Experience with implementing GESC projects under Article 19b of the Illinois School Code
- c. Past experience and performance on projects similar to that proposed
- d. Qualifications and experience of personnel assigned to the project

B. Technical Solutions and Implementation Plan

- a. Quality of technical approach and ability of proposed scope of work to meet Owner objectives
- b. Clarity and detail of project scope documentation
- c. Quality of implementation plan and project management approach
- d. Quality of post-construction management and warranty support

C. Project Cost and Savings

- a. Value of project in consideration of cost and savings
- b. Value of project in consideration of the scope of work
- c. Value of project in consideration of guarantees and commitments
- d. Clarity of project costs, savings and guarantees

D. Project Guarantees

- a. Strength and value of project guarantees
- b. Rational and determination of project guarantees
- c. Experience in delivering on past project guarantees

III. Summary

This RFP for a potential GESC regarding a renewable energy solar project in Community High School District 155 has been prepared per the requirements of Article 19b of the Illinois School Code, as it relates to Guaranteed Energy Savings Contracts, and as such it is the School District's intention to select a Qualified Provider (as defined in 105 ILCS 5/19b-1.3) who best meets the needs and objectives of the School District in completing an energy savings project involving renewable solar energy. The District reserves the right to accept or reject any proposal, as may be in their best interests, and to waive any informality or inconsistency in the proposals that are deemed to be minor or immaterial. Any Qualified Provider selected agrees to follow any and all laws and regulations related to public works projects for school districts in Illinois, including but not limited to, prevailing wages, equal employment and opportunity, fair labor standards and practices, anti-discrimination, safety, and any other such State and Federal laws and regulations as may be applicable.

Any questions should be directed to Troy Stinger, Director of Operations in writing (to 1. S Virginia Rd. Crystal Lake, IL 60014) or via email (to tstinger@d155.org). Addendums to any questions submitted, for which answers to all interested responders is advisable, will be prepared and emailed to all on file wishing to receive such information. No verbal or voicemail questions will be considered formal requests and will not be addressed by written addendums.

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.

IV. Contract Requirements

The 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 guarantee 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 workmens' 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 Indemnitee's may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee'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.

H. Oversight

The Owner will engage third party professionals to provide oversight over project design, implementation, and verification of savings. Accordingly, Provider shall provide all information requested by the District to enable such professionals to oversee the project.

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