

Troy Community Consolidated School District 30-C



Request for Proposal (RFP)

Guaranteed Energy Savings Contract

**5800 Theodore Dr.
Plainfield, IL 60586
815-577-6760**

RFP Notice

Notice is hereby given that Troy Community Consolidated School District 30-C is accepting sealed RFPs from Qualified Providers to propose an owner directed purchase for a Guaranteed Energy Savings Contract involving work to be included in the project may include but not limited to upgrade or replacement of equipment and/or material include in, but not limited to roofing, windows, lighting, plumbing, domestic water, HVAC and security systems. The District may elect to implement similar facility improvements throughout the district in a multi-phased approach with the selected Qualified Provider pursuant to the contract.

The District's objective is to offer a competitive platform for providers to submit a proposal to maximize energy savings with the importance of supporting energy conservation measures that provide for long-term operating cost reductions. The contract shall follow the requirements of Article 19b of the Illinois School Code (105 ILCS 5/19b) – "School Energy Conservation and Saving Measures".

All prospective Providers shall attend a mandatory Pre-Proposal Meeting on January 12, 2024 at 9:00am, at the Troy School District 30-C Administration Center, 5800 Theodore Dr., Plainfield, IL 60586, door 10. In order to familiarize themselves with the project locations, there will be an opportunity for Providers to visit the project site(s) after the meeting. It is the responsibility of the Provider to attend and sign-in at the Pre-Proposal Meeting. Failure to attend and sign-in may result in the rejection of the proposal submitted. The company name registered at sign-in must be the same as that of the company submitting the proposal.

Request for Proposals will be publicly opened on March 21, 2024 at 9:00am, at the Troy School District 30-C Administration Center, 5800 Theodore Dr., Plainfield, IL 60586, door 10. Proposals shall be submitted as three printed copies and one electronic original thumb drive on or before this specified date and time in a sealed package addressed to Ben Hettel, phone number 815.267.7116, Executive Director of Operations, Troy Community Consolidated School District 30-C, 5800 Theodore Dr., Plainfield, IL 60586 and be clearly marked as SEALED RFP–GUARANTEED ENERGY SAVINGS CONTRACT. Submissions received after the designated time and date of opening, shall not be considered.

The District will not provide compensation to the Respondent(s) for any expense incurred by the Respondent(s) 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.

Upon review of Proposals received in response to this RFP in accordance with Article 19b of the Illinois School Code, the District will enter into a contract with the provider that is responsible and responsive to requested criteria and which provides the best overall value to the District. The successful provider shall be required to submit a 100% Performance and Material Payment Bond upon award of Contract along with a Certificate of Insurance. Troy Community Consolidated School District 30-C reserves the right to reject any and all proposals

or parts thereof, and to waive any irregularities or informalities. The District will be the sole judge of the value and merit of the proposals offered, awarding the contract to one or more qualified providers as best serves the interest of the School District. All Submitters must comply with applicable Illinois law requiring the payment of prevailing wages as determined for this project.

All Submitters must comply with applicable Illinois law requiring the payment of prevailing wages as determined for this project.

The District's RFP will be available at <https://www.troy30c.org/Page/163> as well as at <https://cdb.illinois.gov/procurement/escos.html>. For questions, contact Ben Hettel, Troy Executive Director of Operations, at bhettel@troy30c.org or by phone at 815-267-7116.

PROJECT OVERVIEW

Troy School District 30-C is requesting qualified providers to propose an owner directed purchase for a Guaranteed Energy Savings Contract involving work to be included in the project may include but not limited to upgrade or replacement of equipment and/or material include in, but not limited to roofing, windows, lighting, plumbing, domestic water, HVAC and security systems.

The District's objective is to offer a competitive platform for providers to submit a proposal to maximize energy savings with the importance of supporting energy conservation measures that provide for long-term operating cost reductions. The contract shall follow the requirements of Article 19b of the Illinois School Code – "School Energy Conservation and Saving Measures". A savings guarantee will be offered as part of the qualified provider's proposal. The savings in energy and operating costs are guaranteed to cover the cost of the contract.

If a proposal includes any proprietary data or information that 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 school solely for the purpose of evaluating proposals and conducting contract negotiations. Disclosure of any proprietary information by the District shall be in accordance with the laws and regulations regarding disclosure in force in the State of Illinois.

INSTRUCTIONS TO PROVIDERS

The Qualified Provider awarded the work shall conform to the local prevailing wage rates as determined for this project.

The contract will be subject to the requirements of the Equal Employment Practices Commission and the Illinois Human Rights Act (HRA) Illinois Revised Statute, Ch.69, Par.1-1001, et. Seq (including the requirement that every party to a public contract shall have adopted written sexual harassment policies, P.A. 87-1257).

In addition to following the requirements of Article 19b of the Illinois School Code (105 ILCS 5/19b), Providers must follow the requirements stated within this Request for Proposal document.

Troy School District 30-C reserves the right to reject any and all submissions, to negotiate changes and modifications, or to waive any informalities, irregularities or defects in any proposal should it deem to be in the best interest of the District.

The District may elect to bring in select providers for in person presentations. Upon review of the submissions and presentations, the District may award the contract to one or more qualified providers as best serves the interest of the School District.

The District may elect to implement similar facility improvements throughout the district in a multi-phased approach with the selected Qualified Provider pursuant to the contract.

Work is scheduled to begin in summer 2025. If work is necessary to be scheduled during the school year, it should be scheduled during non-educational hours, after other scheduled functions, and concluded by 10:30pm. All work in educational areas must be completed or cleaned thoroughly each night before students and staff arrive at school the following day. Plan workload, schedule, and project accordingly.

PROPOSAL CONTENT AND FORMAT

Proposals must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete and follows the requirements set forth. 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.

I. Table of Contents

II. Executive Overview

III. Experience and Qualifications

- A.** Company history: Provide a general overview of your company. Include information on your company's approach to customer satisfaction.
- B.** Number and location of Illinois offices and corporate headquarters. List business address and primary contact person for this project.
- C.** Number of employees based and working in Illinois. Include an organizational chart of the company.
- D.** The company's experience with guaranteed energy savings contracts (minimum of five references). Include K-12 school district references in the Illinois area. Each reference must contain similar facility improvements as being proposed here with a total contract value of at least \$1,000,000. Information must include: 1. Project cost, savings, scope and timeline. 2. District name, address, contact person, telephone number and email address.
- E.** Resumes of all key project personnel. Provide current Professional Engineer License for the audit team. Provide documentation of the firm being a licenced design firm in Illinois and 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.
- F.** The School District reserves the right to review and authorize proposed sub contractors prior to project commencement.

G. Litigation: List any projects with Illinois School Districts which have resulted in litigation or arbitration during the past ten years. List any projects the responding ESCO has signed a contract and not delivered on the agreed upon contract. Please also explain the circumstances.

IV. Scope of Work Description

Shall contain the following information about the respondent's technical approach to meeting the District's comfort, energy efficiency, and operating cost reduction objectives. Specific project information will be provided at the Mandatory Pre-Proposal Meeting on January 12, 2024. Blueprints will be provided via electronic copy to respondents following the Pre-Proposal Meeting.

- A.** Describe in detail a solution base approach for HVAC upgrade and Control System upgrade the respondent proposes to implement.
- B.** Include a section explaining each of the conservation measures and provide a detailed equipment list for each component that the qualified vendor intends to provide as part of its proposal.
- C.** Provide an implementation timetable, as well as a staffing plan, which identifies key project management personnel.
- D.** Identify resources that the District will need to dedicate to meet your implementation timetable requirements.
- E.** List all potential energy conservation projects - even those that will not be included in your final recommended list.
- F.** Provide a written description of how your company plans to protect the district's furniture, furnishings, equipment, cabling, finished surfaces and areas that require protection, which will be left in place during the renovation process. The successful respondent will be responsible for repair or replacement of any and all damaged furniture, furnishings, equipment, cabling, and finished surfaces.
- G.** All work must fully comply with all requirements in 23 Illinois Administrative Code Part 180 and all current editions of the International Building Code, the International Energy Conservation Code, the Illinois Plumbing Code, the Illinois Accessibility Code, and the Americans with Disabilities Act.

V. Financial Approach

Section E shall contain the following information about the financial terms of the proposed transaction:

- A.** Projected Cost for solution(s)
- B.** Energy, Operational, and Capital Offset Savings. Include all calculations and assumptions
- C.** Provide estimated energy and operational savings separately based upon recommended energy conservation measures under this RFP

D. Describe in detail the available incentives and the approach to securing and managing those incentives for the life of the project. Included in the description should be the value of the incentives if they are known. If they are not yet finalized, please describe the process and timing of when they will be known and secured along with an estimate of their potential value. A timeline for when they would be paid out should also be included.

E. Change Orders will not be accepted by the District after a contractual agreement has been reached between the provider and the District unless unforeseen circumstances not the fault of the successful vendor arise. The only exception to this will be if the District requires a change in scope or any other change at the District's sole discretion.

F. Respondents must list the start date, payment amount and payment schedule frequency for the proposed scope of work.

G. Guarantee: 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 guarantee methodology that will be used.

VI. Implementation Plan and Project Management

A. Include in your proposal an implementation plan describing how the qualified provider intends to execute the project. The District will designate the start and end dates for each phase of the project.

B. Describe in detail your approach to project management for this energy conservation program.

VI. Additional Services and Information

A. List any additional services provided by the Respondent

B. Provide any additional information about service or training that is applicable, if any.

EVALUATION PROCESS

The evaluation team members will read and evaluate the proposals and presentations. The team will make a recommendation to the School Board. Selection will be presented to and approved by the Board. A Letter of Intent will be issued by the Board to the successful respondent at this time. The negotiation process, i.e., determination of final project scope, terms and conditions and financial and legal issues, will begin immediately following the issuance of the Letter of Intent. If the District is unable to reach agreement with the initial successful vendor, the District may begin negotiations with the next ranked vendor.

EVALUATION CRITERIA

Contract Award may be considered for the qualified provider who rates the highest in the categories outlined below and who best matches the needs of the District.

I. Experience and Qualifications

Preferences will be given to respondents demonstrating strong capacities, experience and reputation in projects similar to those described in this RFP and providing authoritative documentation of the respondent's financial condition and stability.

II. Proposal Preparation and Technical Approach

Proposals shall include a detailed and sound technical approach to meeting the District's comfort, energy, and operating efficiency objectives. Proposals shall also outline the respondent's specific responsibilities for warranty support, operation, maintenance, and repair of equipment and systems following installation. It must also follow the format described herein.

III. Financial Consideration and Net Economic Impact

Preference will be given to the proposals that responsibly maximize the net economic benefit to the District and that responsibly minimize the risk to the District, in connection with the proposed transaction. The stipulated and verified energy, operational and capital savings are guaranteed to cover the cost of the measures. Clarity of project costs, savings and guarantees should be demonstrated.

IV. Ability to Implement Project and Scheduled Timelines

Proposals are to illustrate the quality of technical approach and ability of proposed scope of work to meet Owner objectives. There should be clarity and detail of project scope documentation, along with quality of the implementation plan and project management approach. Identification of the post-construction management and warranty support should also be included.

CONTRACT REQUIREMENTS

I. General

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

B. Right to Submitted Material. All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits and other material submitted as part of a proposal shall become the property of the District when received.

C. Competitive Offer. Pursuant to State law, and under penalty of perjury, the signer of any proposal submitted in response to the RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either federal or State antitrust laws. An Illinois professional engineering stamp is required for all engineered systems in addition to as-built drawings.

D. Guarantee. The contract 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. 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, decision 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.

II. Warranties

A. The District expects that all projects recommended and equipment replaced will have normal manufacturers' or construction warranties appropriate to the project. The District does not expect the extension of additional warranties beyond those indicated unless the individual project dictates such extension.

III. Insurance

The successful vendor, at its own expense, shall procure and maintain insurance covering all operations under the contract, whether performed by the successful vendor or by its subcontractor, if any. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to the District. Following the contract award, successful vendors shall submit to the District certificates of insurance satisfactory of insurance coverage upon request. Minimum insurance requirements are:

- 1.** Workers' Compensation and Employers' Liability Insurance affording compensation benefits for all employees required by law and employer's liability insurance with limits of \$1,000,000 for accident and disease.
- 2.** Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury and property damage liability inclusive of independent contractors, contractual liability for this insured contract and products/completed

operations coverage maintained for not less than two years following termination of the contract or completion of the work.

3. Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident for bodily injury, including wrongful death, and property damage liability arising from owned, non-owned and hired automobiles is required when any motor vehicle is used in connection with work to be performed under the contract.

4. Excess/Umbrella Liability Policy in the amount of \$5,000,000. The successful vendor shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by the successful vendor indicating that the District, and its members, employees and agents, and such other parties as may be designated by the District are additional insureds on the general and automobile liability insurance and must evidence sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to the District.

5. Builder Risk Insurance Policy. The successful vendor shall purchase and maintain Builders Risk coverage in the full amount of the project, naming Troy Community Consolidated School District 30-C as an additional insured. The Builders Risk coverage must include coverage for Flood and Earthquake along with a Permission to Occupy endorsement.

6. Successful vendors shall require any subcontractors under the contract to maintain comparable insurance which shall name the successful vendor, the District inclusive of its Board members, employees and agents, and any other entity designated by the District as Additional Insureds. The successful vendor shall provide a Waiver of Subrogation along with providing liability insurance that is primary and noncontributory. The vendor shall maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

IV. Indemnification

Successful vendor agrees to indemnify and hold harmless the District, its members, employees, agents, officers and officials ("District Indemnitees"), from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages (including but not limited to personal injury, property damage (real and personal) and loss of use of property), and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of successful vendor or its employees or its subcontractors related to the performance of the work. The indemnities set forth herein shall survive the expiration or termination of the contract. Further, the successful vendor expressly understands and agrees that any performance bond or insurance protection required by the Agreement, or otherwise provided by the successful vendor, shall in no way limit the successful vendor's responsibility to indemnify, keep and save harmless and defend the District Indemnitees.

In any and all claims by an employee of successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification and defense 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 successful vendor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Successful vendor 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 District for indemnification or contribution, and further agree to indemnify and defend District and its Board members, agents and employees and consultants (Indemnitees) from and against all such claims, damages, losses and expenses, including reasonable attorneys' fees, that the District Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the District Indemnitee's own negligence, and further agree to pay any contribution appropriate for successful vendors and subcontractors' own negligence. Successful vendors shall ensure that this provision is inserted in every contract between successful vendors 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, the successful vendor shall assume all subcontractor liability for such indemnification defense of or contribution to the District.

To the extent prohibited by the Construction Contract Indemnification for Negligence Act, 740 ILCS 3511, the indemnification obligations of successful vendor under the Contract Documents shall not extend to the liability of the District or any District representative, agents, consultants or employees, arising out of their own negligence.

In addition, successful vendor agrees that no District Board member, employee, agent, officer, or official shall be personally charged by successful vendor, its members if a joint venture, or any subcontractors with any liability or expense under the contract or be held personally liable under the contract to successful vendor, its members if a joint venture, or any subcontractors.

V. Subcontracting– Assignment – Waiver

Successful vendors shall not use any subcontractor without the District's prior written approval. The names and addresses of all approved subcontractors used, and amounts paid or expected to be paid each must be disclosed in writing to the District Superintendent or his/her designee. All contract responsibilities are retained by the successful vendor to ensure compliance with the terms and conditions of the contract. Successful vendors shall not assign the contract without approval of the District. Failure by the District to enforce any provision of the contract shall not constitute a waiver of that provision.

VI. Handling of Hazardous Materials

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

VII. Representations and Warranties of Successful Vendor

Successful vendor represents, warrants and certifies that the following shall be true and correct as of the submission date of the proposal and shall continue to be true and correct during the term of the contract:

- A.** Successful vendor is and shall remain in compliance with all local, state and federal laws, ordinances, and regulations relating to the contract. Further, successful vendors are and shall remain in compliance with all District policies and rules.
- B.** Successful vendor represents that it has taken all action necessary for the approval and execution of this proposal, and execution by the person signing on behalf of successful vendor is duly authorized by successful vendor and has been made with complete and full authority to commit successful vendor to all terms and conditions of the contract which shall constitute valid, binding obligations of successful vendor.
- C.** No payment, gratuity or offer of employment was made by or to a successful vendor in relation to the contract or as an inducement for award of the contract.
- D.** The work required by law or by the contract to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- E.** Successful vendors warrant that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all work and perform all obligations under the contract.
- F.** Successful vendor warrants that all work will be technically accurate and correct.
- G.** Successful vendor is not barred from entering into this contract by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). Sections 33E-3 and 33E-4 prohibit the receipt of a public contract by a successful vendor who has been convicted of bid-rigging or bid-rotating.
- H.** Successful vendor certifies that Successful vendor will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act.

I. Successful vendor certifies that it will abide by all requirements of the Illinois Criminal Code, including but not limited to Section 33E-9, in relation to change orders which shall increase or decrease the contract cost by \$10,000.00 or more or the time of completion by 30 days or more.

J. Successful vendor acknowledges and agrees that the District may declare the contract void if any of Successful vendor's certifications herein are false.

CONTRACT

I. Type of Contract

The District is authorized to enter into an installment payment contract, a lease purchase contract, or a financing arrangement using currently existing funds. The choice of debt instrument should attempt to best meet the requirements of the District's overall program needs.

II. Terms of Contract

The Qualified Provider shall review and/or prepare all contract documents. The successful responding proposal shall comply with the provisions of Article 19b of the School Code of Illinois and the requirements outlined above. A copy of respondent's contract shall be submitted with the proposal and is subject to negotiation with the District.

VENDOR SELECTION

The Board of Education and School District 30-C administration reserve the right to reject any and all responses, or portions thereof, to negotiate changes and modifications in the vendor's response to this proposal, or to waive any informalities, irregularities or defects in any proposals, should it deem to be in the best interest of School District 30-C. While the financial responsibility of the vendor is a significant concern, the Board is equally concerned with the proven ability of the vendor to satisfactorily perform the contract so that service will be provided in accordance with proposed contract documents. School District 30-C is not bound or committed to action or a decision based on this proposal specification, and may cancel proposal proceedings at any time prior to the awarding of a contract. Please note that this is a request for proposal and not a formal bid. As such, the Board of Education and administration are not bound by the lowest cost proposal, can negotiate anytime during the process at its discretion, but will not be unreasonable or unfair in its evaluation and review of proposals.

The school district may choose any vendor whether they are the lowest or highest cost based on a number of criteria which they will decide upon including, but not limited to: the evaluation criteria described above,

price, references, growth and overall product engineering, product reputation, vendor's service reputation, possible predicted future capabilities, past work with the school district and other possible considerations.

APPENDICES

The respondent shall request any existing documents which will aid it in the preparation of the response to this RFP or Performance Contract. For a determination of existing documents, construction records, historic energy audits or related reports and information, please contact Ben Hettel, Executive Director of Operations, at bhettel@troy30c.org.

Any documents provided were accurate at the time of preparation, but the District does not warrant that all physical specifications reflect all interim modifications. Any questions or requests for information regarding this RFP must be submitted via email to Ben Hettel, Executive Director of Operations, at bhettel@troy30c.org no later than 4:00 pm on February 9, 2023.

Project Timeline

Publish Advertisement and Issue RFP	December 22, 2023
Mandatory Pre-Proposal Meeting	January 12, 2024, 9:00am
Question Deadline	February 9, 2024, 4:00pm
Addendum(s) to answer submitted questions or additional information: Posted on District Website	February 23, 2024, 4:00pm
RFP Submission Deadline/ Public Opening	March 21, 2024, 9:00am
District Review of Submissions	March 22-April 12, 2024
Conduct Meeting(s) with Submitters, as needed	April 2-April 12, 2024
Potential Award of Contract	May 15, 2024