REQUEST FOR PROPOSALS
GUARANTEED ENERGY SAVINGS CONTRACT

Dear Energy Service Companies:

The City of Calumet City, Illinois (City) requests proposals from National Association of Energy Service Companies (NAESCO) certified firms for the development of an Energy Performance Contract consisting of comprehensive energy & water management and energy & water related capital improvements for numerous facilities and public infrastructure. These services and improvements are to be delivered on a guaranteed performance contracting basis which will allow the City to: 1) incur no initial capital cost, 2) achieve significant long term savings which are measured and verified, 3) obtain an annual savings guarantee which will be equal to or greater than the total annual project costs, 4) obtain consistent levels of facility occupant comfort and system functionality, and 5) finance the project through an installment payment or a lease purchase arrangement over an extended contract term.

It is important that the project include every aspect of energy and operational efficiency measures and shall be provided on a turnkey basis with contractual guarantees of: A) decreased operational costs, B) decreased energy consumption, C) total program cost including implementation and on-going costs, D) project specific implementation schedule, E) firm, fixed, turnkey price, and F) no change orders.

Three (3) copies of the sealed proposal marked “Guaranteed Energy Savings Contract Proposal” must be received by the city clerk of City of Calumet City at City Hall, 204 Pulaski Road, Calumet City, IL 60409, no later than 3:00 P.M. Local Time on Monday, June 8, 2015. Late submittals will not be accepted.

The City reserves the right to reject any and all proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any proposal, and to award the proposal to the most responsive and responsible proposing firm as deemed in the best interest of the City.

A Mandatory pre-bid meeting will be held Tuesday, May 26, 2015 at 10:00 A.M. in Council Chambers of the Calumet City Hall, 204 Pulaski Road, Calumet City, IL 60409.

If you have any questions, please contact Billy Manousopoulos, Commissioner Calumet City Street & Alley, Water & Sewer Departments 708-891-8160

“An Illinois Certified City”
I. INTRODUCTION AND PURPOSE

This RFP is being issued by the City of Calumet City (City) accepting proposals from Energy Service Companies (ESCO) to provide professional services required for the development of a Guaranteed Contract centered on large-scale, comprehensive energy and operational efficiency programs. For the purpose of this RFP, “ESCO” refers to any entity that is qualified to provide a turnkey utility conservation program that includes the services listed in this request. The emphasis of this contract will be on energy improvements related to City owned, operated, or maintained water utility and facilities. Such improvements included water meters, pumping stations, building/facilities upgrades, and other additional energy efficiency concerns. The proposal must include a strategy to complete a comprehensive analysis of areas for energy efficiency retrofits and recommend procedures for implementing strategies, both financial and operational, to complete such conversions. The Respondent will be responsible for developing the complete project, engineering and design, construction, project management and all related services.

II. BACKGROUND

It is important that the program include every aspect of energy and operational efficiency measures and shall be provided on a turn-key basis with contractual guarantees of:

1. Increased meter accuracy
2. Decreased operational costs
3. Total program cost, both implementation and on-going costs
4. Project-specific implementation schedule
5. Firm, fixed, turn-key price. No change orders.

The selected firm shall be required to assume total responsibility for all of the services listed below and shall be considered the sole point of contact with regard to all contractual matters subject to technical and contractual oversight of the City:

- Material supply
- Construction and Installation
- Project management
- Data capture and transfer
- Performance and payment bond
- Integration with utility billing program
- Commissioning and programming
- Hardware and software training and support

The successful Respondent shall demonstrate through a detailed analysis of the current infrastructure and proposed improvements that their proposal best benefits the City. Proposals shall be submitted in accordance with the outline provided herein. The selection of the successful Proposal, as well as the implementation of the program, shall be subject to the approval of the City.
This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods and services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to waive informalities, to negotiate with the selected Respondent, or to cancel in part or its entirety this RFP, if it is in the vested interest of the City to do so.

Pursuant to Local Government Energy Conservation Act (50 ILCS 515/1 et seq.), the City of Calumet City discloses that Johnson Controls, Inc., participated in the preparation of the specifications issued herein.

III. SUMMARY

The City intends to address all significant utility costs as well as operational losses with this program. Additionally, the City intends to upgrade outdated and obsolete equipment and perform improvements through this program. Specific items of expertise should include conversion to a City-wide Automated Meter Reading system for water meters, exploring the potential for fixed-base technology, leak detection, billing process improvements, and building energy efficiency projects that include lighting retrofits, mechanical upgrades, and other operational efficiency projects for building/facility improvements.

The City seeks to develop a guaranteed, self-funded program that requires no up-front costs and improves energy and operational efficiency, reduces water loss across the distribution network and conserves energy by improving equipment accuracy and pump efficiency. The proposed improvements must pay for themselves in increases in billable water and/or reductions in energy and operational expenses (hereinafter referred to collectively as “savings”). The contract must:

1. Guarantee water meter accuracy for the duration of the contract
2. Guarantee the savings that are proposed and agreed to will fund recommended improvements.
3. Guarantee the costs of those improvements.
4. Guarantee a schedule of completion

The RFP and contracting process has four phases:

- **RFP Phase**: Through this RFP, the Respondent will be selected based upon qualifications, breadth of proposal, and Performance Contracting history.

- **Contract Negotiation Phase**: The City will sign a letter of intent directing the successful respondent to complete a full scale technical audit of the water utility infrastructure and municipal buildings. Upon the completion of this audit a project will be developed with the selected Respondent to define the project scope, cost and financial terms.

- **Construction/Implementation/Financing Phase**: Upon satisfactory results of the project scope, a Contract will be developed to implement the negotiated and recommended projects.

- **Commissioning/Guarantee/Monitoring Phase**: Upon completion of projects, the Respondent will ensure the savings guarantee is met. The City will receive, review, and approve periodic savings reports provided that are based on the approved Measurement & Verification plan.
IV. SCHEDULE

The City intends to meet the following schedule. Respondents unable to commit to this timeline will not be considered. These dates are tentative and subject to change.

Date:
1. Mandatory pre-bid meeting, May 26, 2015 at 10:00 AM
2. RFP submissions due June 5, 2015, 3:00 p.m.
3. City Council approval of ESCO selection June 25, 2015
4. Project analysis and contract negotiations completed August 29, 2015

V. SUBMISSION OF PROPOSAL

Submittals must provide a straightforward, concise description of the ability to meet the requirements of the City. Each Respondent is solely responsible for the accuracy and completeness of its submittal.

Three (3) copies of the sealed proposal marked “Guaranteed Energy Savings Contract Proposal” must be received by the city clerk of City of Calumet City at City Hall, 204 Pulaski Road, Calumet City, IL 60409 no later than 3:00 P.M. Local Time on June 5, 2015. Late submittals will not be accepted.

Questions should be directed to following contact:

Billy Manousopoulos,
Commissioner Calumet City Street & Alley, Water & Sewer Department
708-891-8160
bmanousopoulos@calumetcity.org
VI. PROPOSAL RESPONSE FORMAT
Proposals submitted for consideration should follow the format and order or presentation described below:

A. COVER LETTER: The cover letter should exhibit the Respondent’s understanding and approach to the project. It should contain a summary of Respondent’s ability to perform the services described and confirm that the Respondent is willing to perform those services and enter into a contract with the City of Calumet City. By signing the letter and/or the proposal, the Respondent certifies that he/she is specifically authorized to submit a proposal on behalf of the ESCO represented.

B. TABLE OF CONTENTS: Organized in the order cited in the format contained herein.

1. QUALIFICATIONS AND CAPABILITIES
General Firm Information
a. Type of Firm (corporation, partnership, sole proprietorship, joint venture)
b. Year Firm Established. Number of years has your firm been in business under its present business name
c. Parent Company. If applicable, state name, address, former name; if applicable, tax identification number
d. Key Stakeholders List the names of all parties in responsible charge of the firm
e. Office proximity to City of Calumet City.

2. FINANCIAL AND LEGAL INFORMATION
a. Financial Statement. Attach your firm’s most recent financial statement or annual report for each of the last three years. Include current financial rating.
b. Bond Rating. Provide current bond rating and bonding capacity.
c. Bonding Agent. Identify bonding agent by name, phone number and rating and letter of intent to bond.
d. Litigation. Describe any litigation arising from Automated Meter infrastructure (AMI) performance contracts. Please provide the City, date and resolution. Failure to provide this information will result in disqualification.
e. Disclose any ongoing water infrastructure projects in last 12 to 24 months resulting in municipality hiring of outside and additional engineering or legal counsel to review contract terms, conditions or quality of installation, post contract signing.
f. Savings Guarantee. Explain in detail how you will guarantee the savings associated with this project. Include specifics about any occurrences where the respondent has financially reimbursed a customer for nonperformance on savings. Include shortfall amount on yearly basis. Reference any situations that would void the savings guarantee.
3. EXPERIENCE OF FIRM
   a. Years in Performance Contracting Business. State the number of years your firm has been involved in the energy-efficiency related business. State the number of years your firm has offered performance contracting services. **Qualified respondents must have at least 5 years in the Energy Performance Contracting or they will be disqualified.** As an attachment to this section, please include guaranteed AMR/AMI Performance Contracts where the respondent has been selected and has completed a project with contact references and scope descriptions for each project. **Include minimum of five (5) water utility/AMR/AMI Performance Contracts references in the region.**
   b. Performance on prior projects. Include data on projecting, monitoring, and documenting (measurement and verification) of utility savings and achievement of savings projected. Please provide client project manager contact information.
   c. Project Team. Qualifications of key personnel working on this project. Include training each member of the team has obtained regarding specific projects as well as any possible training sessions they may be able to perform for City staff as part of the scope of services.
   d. NAESCO Accreditation Provide a copy of your current accreditation certificate from the National Association of Energy Service Companies (NAESCO). **Qualified Respondents MUST be accredited by NAESCO or will be disqualified.**

4. TECHNICAL APPROACH
   Illustrate and describe proposed technical solution and compliance with the RFP. Items that must be addressed, but are not limited to, include:
   a. Turn-key design, and implementation of improvements
   b. Savings guarantee methods and process to prove those savings
   c. Overall program implementation schedule
   d. Project guarantee and ongoing support
   e. Finance recommendations
   f. Other services or benefits that qualify your company
   d. Minority businesses engagement
VII. PROPOSAL EVALUATIONS

All proposals will be evaluated by an evaluation panel using the evaluation criteria listed below. The panel may select one or more proposals for further evaluation and/or interviews with selected firms. The firm recommended by the panel to the Calumet City City Council for a contract award will be chosen on the basis of the apparent greatest benefit to the City, not necessarily on the basis of lowest proposed cost.

The evaluation criteria are listed below with corresponding maximum point values. The maximum number of points per proposal is 50.

Qualifications and Capabilities – 10 points
Financial and Legal Information – 10 points
Experience of Firm – 15 points
Technical Approach – 10 points
Overall Quality of Response to the RFP – 5 points
CONTRACT TERMS AND CONDITIONS

The minimum contract terms and conditions the City of Calumet City will accept from the selected ESCO include:

Technical Requirements

Investment Grade Energy Audit.
The selected ESCO must perform and present the results from a detailed investment grade energy audit of acceptable quality to City of Calumet City. If the City of Calumet City decide not to enter into a contract after the audit has been accepted, the City of Calumet City agree to pay the cost of the audit as stated in the audit agreement, provided that the proposed contract terms offered by the ESCO meet all the conditions set forth in the audit agreement and this RFP.

Standards of Comfort and Service.
The ESCO will be responsible for maintaining the levels of comfort and service for each building as specified in the Energy Services Agreement (ESA).

Professional Engineer Involvement.
A registered professional engineer must, at a minimum, review and approve design work done under this contract.

Guaranteed Savings.
The City of Calumet City requires a minimum annual guaranteed level of savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the City of Calumet City the amount of any shortfall. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years.

Construction Management.
The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the City of Calumet City to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be detailed in the ESA.

O & M Manuals.
At least two paper copies and 1 digital copy (PDF) operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of City of Calumet City.
**As-Built Drawings.**
Where applicable, ESCO must provide "as built" and record drawings (or such electronic equivalents as may be agreed to with the City of Calumet City) 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.

**Follow-up Maintenance, Monitoring and Training Services.**
The ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance as well as for ongoing training, however, the City of Calumet City have the option to negotiate the scope of service needed.

**City of Calumet City Energy Improvement Projects.**
The City of Calumet City reserves the right to make energy and water improvements to the facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

**Proposal Submissions.**
The contents of the ESCO’s RFP submission will become part of any final agreement between the City of Calumet City and the ESCO.

**Project Schedule.**
The ESCO must provide a final schedule of project milestones including construction, equipment-service and preventive maintenance provisions that will become part of any final contract. In the event any milestone or service provision is not met as scheduled, without prior approval from the City of Calumet City, the City of Calumet City reserve the right to consider it a default and withdraw from all contractual obligations without penalty.

**City of Calumet City Inspection.**
The City of Calumet City retain the right to have its representatives visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. The City of Calumet City will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation. The City of Calumet City shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on file in legible form and retained for a minimum of three years after close-out.

**Final Approval of the City of Calumet City.**
The City of Calumet City retains final approval over the scope of work and all end-use conditions.

**Ownership of Drawings, Reports and Materials.**
All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of the City of Calumet City and will be delivered to the City of Calumet City as needed, requested or upon completion of construction.
Compliance
All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all the City of Calumet City regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

Subcontractor Approval.
The City of Calumet City retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at least three weeks in advance of subcontractor scheduled start date.

Price Disclosure.
The ESCO may be required to fully disclose all costs and fees associated with this project including audit, design, engineering, equipment, installation, financing, commissioning, monitoring, overhead, profit, etc.
INSURANCE REQUIREMENTS
The undersigned further agrees to furnish Insurance to the City of Calumet City, 204 Pulaski Rd., Calumet City, IL 60409, within (10) days after the date of notice of the award of contract, evidence of Insurance coverage naming the City of Calumet City as additional insured under said policy providing for minimum limits as follows:

WORKMEN'S COMPENSATION
Coverage A - Statutory Coverage
Coverage B - 500,000 Employer's Liability

AUTOMOBILE LIABILITY, BODILY INJURY AND PROPERTY DAMAGE
$1,000,000 each Occurrence

GENERAL COMPREHENSIVE - GENERAL LIABILITY PROPERTY
$1,000,000 each occurrence
$2,000,000 annual aggregate

BODILY INJURY
$1,000,000 each occurrence
$2,000,000 annual aggregate

ANNUAL AGGREGATE - PRODUCTS AND COMPLETED OPERATIONS
$1,000,000 each occurrence
$1,000,000 annual aggregate

UMBRELLA EXCESS LIABILITY
EXCESS COVERAGE OVER -
General Liability
Products Liability
Automobile Liability
Workmen's Compensation

$1,000,000 each accident
$1,000,000 annual aggregate

Any insurance company providing coverage must hold an A VI rating according to Best's Key Rating Guide. In addition, evidence of coverage of the aforesaid hold harmless agreement and mandatory statement naming the City of Calumet City as additionally insured on General Liability and Products Liability.

Failure to provide this evidence prior to beginning of work will result in disqualification
Indemnity/Hold Harmless Provision

1. To the fullest extent permitted by law, the ESCO hereby agrees to defend, indemnify and hold harmless the City of Calumet City, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City of Calumet City, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the ESCO, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Calumet City, its agents or employees, the ESCO shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Calumet City, its officials, agents and employees in any such action, the ESCO shall, at its own expense, satisfy and discharge the same. ESCO expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the ESCO, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Calumet City, its officials, agents and employees as herein provided.

2. Kotecki Waiver. In addition to the requirements set forth above, the ESCO (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. ESCO agrees to indemnify and defend the City of Calumet City from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the City of Calumet City may sustain as a result of personal injury claims by ESCO's employees, except to the extent those claims arise as a result of the City of Calumet City's own negligence.

Certificate of Authority and Surety Certificate

The ESCO shall also furnish the City of Calumet City with a current Certificate of Authority issued by the Illinois Department of Insurance (IDOI) for the insurance company that they are using.

Annual Reconciliation

Project savings will be verified and reconciled on an annual basis. ESCO will provide timely monthly savings reports to the City of Calumet City, unless otherwise agreed to by the parties.

Contract Term

No contract shall exceed twenty years in duration and may be subject to annual appropriations.
PUBLIC CONTRACT STATEMENTS

The City of Calumet City is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

CERTIFICATION OF CONTRACTOR/PROPOSERS
In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the City of Calumet City requires the following certification be acknowledged:

The below-signed Proposers/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the City of Calumet City with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Biding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1
In order to comply with 65 Illinois Complied Statutes 5/11-42.1.1, the City of Calumet City require the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the City of Calumet City to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST
The City of Calumet City requires the following verification relative to conflict of interest and compliance with general ethics requirements of the City of Calumet City: The undersigned supplier hereby represents and warrants to the City of Calumet City as a term and condition of acceptance of this (Proposal or purchase order) that none of the following City Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Mayor, the members of the City Council, the City Clerk, the City Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the City Administrator, or the heads of the various departments within the City of Calumet City.

If the foregoing representation and warranty is inaccurate, state the name of the City official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official)

Print Name of Contractor/Proposers/Supplier

________________________________________

Signature

________________________________________

Title

Subscribed and Sworn to before me this ______ day of __________________________, 2015.

________________________________________

Notary Public

Notary Expiration Date