

**REQUEST FOR PROPOSAL (Phase II)**

For  
**UNIVERSITY OF ILLINOIS**  
**#CAMPUS#**  
**#PROJECT NAME / ##**

**Energy Performance Contracting Services**

**PHASE II PTA PROPOSAL DUE**

**#DUE DATE#**  
4:00 P.M. Local Time

PRZM website (insert PRZM URL placeholder here) is to be used as the official submittal of record. Firms shall be disqualified if an electronic submittal is not received. Firms shall notify contact person of any technical problems PRIOR to the time/date the submittal is due.

Hard copies to be delivered to:  
University of Illinois  
807 South Wright Street, Suite 340  
Champaign, Illinois 61820  
Attention: Chris Rogan

**CONTACT PERSON**

Chris Rogan  
University Office of Capital Programs and Real Estate Services  
807 South Wright Street, Suite 340  
Champaign, Illinois 61820  
UNIVERSITY OF ILLINOIS  
Phone: (217) 244-4952  
E-Mail: crogan@uillinois.edu

**Announcement/opening of submittals received in PRZM will be held at:**

**807 S. Wright Street, Suite 340**

**Champaign, IL 61820**

**MONTH DAY, YEAR**

**Following the PRZM submittal due time of 4:00 PM Local Time**

## **TERMINOLOGY USED IN RESPONDENT PROPOSAL**

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms used in this document, and define any terms or conditions that require further clarification.

General terminology used throughout this document includes the following:

"University" is defined as "The Board of Trustees of University of Illinois".

"ESCO", "proposer", "supplier", or "respondent" is defined as "any energy services provider that is submitting to this proposal".

"Finalist" is defined as "an ESCO that has progressed to final phases of the evaluation process".

"Successful ESCO" is defined as "the ESCO whose proposal has been accepted for award by the University".

"PTA" is defined as "preliminary technical audit".

"ESCO" is defined as "energy services company".

"ECM" is defined as "energy conservation measures".

"EAA" is defined as "energy audit agreement".

"ESA" is defined as "energy services agreement".

"PHASE I – PREQUALIFICATION" is defined as "the process used in prequalifying ESCOs during the initial phase of this RFP".

"PHASE II – PTA" is defined as "the process used to include the PTA, PHASE II PTA response, and discussion meetings (interviews) in determining final selections of ESCOs".

"PHASE II – EAA" is defined as "the process used to determine specifics pertaining to the EAA".

"PHASE II – ESA" is defined as "the process used to determine specifics pertaining to the ESA".

"Business Enterprise Program (BEP) Certified Vendor" is defined as a business certified as a MBE, WBE, MWBE and/or PBE by the Illinois Commission on Equity and Inclusion Business Enterprise Program.

"Veterans Business Program (VBP) Certified Vendor" means a business certified as a VBE or SDVBE by the Illinois Commission on Equity and Inclusion Veterans Business Program.

"Diversity" is defined as the inclusion of both BEP and VBP Certified Vendors.

Terminology referring to information transfer and transfer of documents includes the following:

"Hard copy" or "paper copy," is defined as "a document submitted on paper."

"Electronic copy" is defined as an electronic document submitted in the University's web-based project management system, PRZM, described within this Phase II RFP. For this Project, electronic copy of the proposal response is required to be included in PRZM.

## **NOTIFICATION**

Communications concerning RFP or referenced content shall be in e-mail format and directed to the contact person below. Notices to the University shall also be sent to:

University of Illinois  
807 South Wright Street, Suite 340  
Champaign, IL 61820  
Attention: Chris Rogan  
E-mail address [crogan@uillinois.edu](mailto:crogan@uillinois.edu)

## GENERAL INFORMATION

### 1.0 NEED FOR SERVICE

The Board of Trustees of the University of Illinois (“the University”) is seeking a Proposal from prequalified providers which ultimately will include energy conservation measures through a guaranteed energy services agreement (ESA); specifically, which are capable of providing comprehensive energy management and utility-related capital improvement services. University specific goals for this Proposal are including, but not limited to: reduce deferred maintenance and reduce energy consumption, reduce energy cost and achieve a payback of a maximum of twenty (20) years, reduce greenhouse gas emissions as stated in the Illinois Climate Action Plan (iCAP), and incorporate innovative solutions such as renewable or job training programs. Responses to this RFP will include information required for Phase II preliminary technical audit (PTA). This information will lay the groundwork for subsequent phases of Phase II energy audit agreement (EAA) (which includes performing an Investment Grade Audit) and Phase II ESA.

### 1.1 Overview of Services to be Performed

The University desires to contract with an Energy Services Company (ESCO) established in energy performance contract services. The successful ESCO must possess sufficient corporate resources (financial, service and support) to satisfactorily perform the requirements of the contract in a manner commensurate with the scope of this project.

The University is interested in contracting for a full range of energy services and utility-related capital improvements (hereinafter referred to as the “Project”) designed to reduce consumption of energy, operation expenses, deferred maintenance and related costs at its facility(s). These services and improvements are to be delivered on a performance contracting basis in accordance with the Public University Energy Conservation Act, 110 ILCS 62, which allows the University to:

- 1.1.1. Incur minimal capital cost;
- 1.1.2. Achieve significant long term savings which are measurable and verifiable;
- 1.1.3. Obtain an annual savings guarantee which shall be equal to or greater than the annual debt service of viable energy conservation measures (“ECMs”) over the term of the Agreement;
- 1.1.4. Provide the least amount of supplemental capital (project buy-down) funds which would enable additional “non-viable” ECMs to be considered viable over the Agreement term;
- 1.1.5. Obtain consistent levels of occupant comfort and system functionality;
- 1.1.6. Capture environmental credits such as reduction of environmental impacts, reduced generation of hazardous material, etc.;
- 1.1.7. Recapture the cost of the project over a term not to exceed twenty (20) years; and
- 1.1.8. Identify any additional project specific scope here.

These services and improvements are to be delivered on a performance contracting basis which may allow the University to: capture environmental benefits such as reduced carbon footprint and hazardous material disposal, and finance the project through an installment payment or a lease purchase arrangement over an extended contract term.

The University seeks to maximize energy savings and related improvements within the framework of the allowable 20 year guaranteed payback term and available financing. Therefore, ESCOs are encouraged to structure a project which provides the greatest possible energy, water, and utility savings and the most beneficial project scope for the University. The University is interested in essential services and improvements that will reduce facility energy and water consumption, upgrade energy-related capital equipment, reduce existing deferred maintenance backlog, improve building operations and maintenance, save costs through fuel switching, improved demand management, alternative utility tariffs or alternative commodity purchases, aid in meeting the University’s environmental management responsibilities reduce greenhouse gas emissions as

stated in the Illinois Climate Action Plan (iCAP), incorporate innovative solutions such as renewables or job training programs, and apply for and include all available grant/incentive opportunities.

## 1.2 Phase II – PTA Process

**Expectations of the Project** – It is the expectation of the University that this project will develop ECMs which, when implemented, shall provide the maximum utilities savings to the University, and improve its environmental performance by reducing its net environmental impact. The measures shall incorporate significant energy and water savings, reduce deferred maintenance and improve operations. It is also expected that all excess savings from installed measures shall be applied over the life of the agreement which is desired to achieve a payback of a maximum of 20 years using fully loaded rates and the submittal cash flow projections in Attachment D shall be for 20 years using fully loaded and variable rates.

The evaluation and selection of an ESCO, and the negotiation and procurement of services will proceed as follows:

**Mandatory Site Inspection.** An initial site visit prior to submission of proposals will be given by the University and the ESCO team will be asked to prepare a Preliminary Technical Audit (PTA) of selected facilities and discuss that audit to the University evaluation team at subsequent discussion meetings (interviews). Prior to the interview and submission of the PTA and upon request, the University will arrange a walk-through inspection tour of the facilities involved in the audit. Knowledgeable representatives will be available to answer questions about the operation of the facilities. Questions must be submitted in writing via e-mail to Contact Person listed on Page 1 and will be answered through the BOX account on a Q&A spreadsheet. All selected prequalified ESCOs are encouraged to carefully review the facility profile information located at <https://uofi.app.box.com> and log in to the system to enhance their understanding of existing conditions and opportunities at buildings. This is a MANDATORY visit and an ESCO is required to attend in order to participate in the PTA and submit a proposal response.

### **Phase II PTA Submission**

Phase II PTA results shall be submitted in accordance with Appendix III. The selected prequalified ESCOs must respond in writing to this RFP by the date specified herein. All submissions become the property of the University and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

### **Proposal Review and Factors to be Used in the Evaluation and Selection Process**

The University will establish a Project Evaluation Team to review and evaluate the ESCOs' written responses to this Phase II – PTA. The University will award the contract to the ESCO whose Proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors and price set forth in this RFP.

The following factors will be used in the evaluation of the submitted proposals:

### **Evaluation criteria of Phase II PTA:**

- A. Preliminary technical audit
  1. Responsiveness to stated goals (XX% weight; Tab 1)
  2. Quality of design and identification of appropriate project solutions (XX% weight; Tab 2)
  3. Project cost estimates, savings and ESCO fees (XX% weight; Tab 3)
  4. Project execution, methodology, and team composition (XX% weight; Tab 4)
  5. Quality of savings measurement process including M&V (XX% weight; Tab 5)
  6. Operability and Maintainability of proposed solutions or systems (XX% weight; Tab 6)
  7. Diversity Participation Plan (20% weight, required per procurement code; Tab 7)

8. Estimated project timeline through final completion and project financing (XX% weight; Tab 8)
- B. Interview
1. Team chemistry of project participants/principals (XX% weight)
  2. Quality of presentation of proposed solution and response to interview questions (XX% weight)

The inability of any company to meet the requirements of this proposal may be cause for rejection of a proposal.

The University reserves the right to reject any or all proposals or any part of a proposal without any stated reason, and make an award which, in the opinion of the University, best meets its needs. In the case of rejection of all proposals, University of Illinois reserves the right to solicit new proposals. Additionally, the University reserves the right to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the University.

**ESCO Discussion Meetings (Interviews) and Ranking.** Upon evaluation of written proposals, the University may select finalist ESCOs. Each finalist ESCO will participate in a detailed oral discussion meeting (interview) to present their Preliminary Technical Audit findings, answer questions from the University Project Evaluation Team, and more fully discuss how its approach to this project satisfies the evaluation criteria. All persons with major responsibility for the project's technical design, management and contract negotiation should be present at the interview. However, please limit those in attendance on behalf of an ESCO. Each oral presentation and interview may be recorded. A more complete description of the interview process and format will be sent to each of the finalist ESCOs. Based on results from written responses to the Phase II RFP and the oral discussion meetings (interviews), the University Project Evaluation Team will rank the finalist ESCOs and select one ESCO to negotiate an Energy Audit Agreement for an Investment Grade Audit.

If additional information is determined to be included for this PTA, an e-mail will be sent to the ESCO contact person informing them that additional information is posted on the BOX website.

### **1.3 Duration of the Contract**

The ESCO is required to partner with the University for the duration of the guarantee (up to 20 years) or until all conditions are met.

### **1.4 Savings and Cash Flow Projections**

For project savings and cash flow demonstration purposes, the allowable utility escalation rates to be used in the Proposal are detailed in Appendix III and Attachment D. Provide two (2) cash flows, one using fully loaded rates and one using variable rates.

Savings for payback purposes should include energy and/or utilities but can include other work identified by the University that may be funded by the University. Provide at least 2 separate cash flows in your proposal: one for energy related savings payback only and one for a combination of energy savings and work related to reducing deferred maintenance and other needed work. Maintenance and operational savings shall not be included. If maintenance and operational savings are worthy to pursue, include them separately on an additional attachment along with requirements and expected savings.

### **1.5 Required Capabilities**

The ESCO team must have the demonstrated technical and managerial capabilities to provide a comprehensive set of utility services including, but not limited to, an investment grade audit, design, acquisition, installation, training and commissioning of new and/or existing energy systems as well as project monitoring, savings measurement and verification. The project may include an annual allowance for recurring training of the University's staff on routine maintenance and operation of systems.

Monitoring and measurement verification services shall include appropriate measurement and timely reporting of the performance and savings from project improvements at regular periods as required by the University over the life of the Agreement.

#### **1.6 Award of Contracts**

The University will award the contract to the Respondent(s) who has, in the opinion of the University, best-demonstrated competence and qualification for the type of products and services required at fair and reasonable prices/compensation and whose Proposal is deemed to be in the best interest of the University. It is the intent of the University to enter into negotiations with the firm whose proposal is deemed most advantageous. The University reserves the right to award a contract to a respondent selected on a basis other than least cost. The University reserves the right to enter into contracts with other selected ESCOs for any and all services it deems necessary.

**Development of Energy Audit Agreement (EAA).** The University intends to negotiate an Agreement with the ESCO to perform an investment grade energy audit through an EAA. The agreement shall be **based on the draft EAA** supplied with this RFP (Attachment B). If an acceptable EAA cannot be reached within 60 days from the date of award, negotiations with the next-ranked ESCO may be initiated.

**Development of Energy Services Agreement (ESA).** After completion and acceptance of the investment grade energy audit, the University will consider entering into an ESA, to include the recommended ECMs, **based upon the draft ESA** supplied with this RFP (Attachment C). If an acceptable ESA cannot be negotiated within 60 days from the date of completion and acceptance of the detailed energy audit, negotiations with the next-ranked ESCO may be initiated.

The University considers the proposal to contain all necessary contractual language and prefers that no additional contracts or contractual language be added. All contractual language from the ESCO which University of Illinois will be asked to evaluate for possible consideration to add, delete, change, or sign must be included in this proposal response. All contractual language is subject to the laws of the State of Illinois.

The University reserves the right to accept or reject any or all proposals received as a result of this process or to cancel in part or in its entirety this RFP if it is in the best interest of the University. This process does not commit the University to award a contract, to pay any costs incurred in the preparation of any proposals or to procure or contract for the goods or services proposed.

#### **1.7 Subconsultants and Subcontractors**

During contracted periods, the ESCO will be required to include a description of which portion(s) of the Work will be subcontracted out prior to the initiation of that Work. The ESCO may not use the services of other Subconsultants/Subcontractors without prior written permission of the University. If at any time during the term of the resulting contract, an ESCO adds or changes any subcontractor, he or she will promptly notify the University contract representative in writing.

The Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/et seq) requires all state agencies and state universities to annually submit a compliance plan and report their performance in meeting statutory and target goals for utilization of businesses owned by minorities, women and persons with disabilities. The University of Illinois strives to meet the provisions and goals in this Act by seeking to award state contracts to businesses owned by minorities, women, persons with disabilities and veterans who are certified as such with the Illinois Commission on Equity and Inclusion Business Enterprise Program and Veterans Business Program.

The University has established a target goal for total dollar amount of thirty percent (30%) comprising of Professional Service Consultants for design work and a target goal of thirty percent (30%) comprising of contractors and suppliers for construction work. In addition, the University has established a target Veteran Owned Small Business/Service-Disabled Veteran Owned Small Business (VOSB/SDVOSB) goal of 3% comprising of Professional Service Consultant's for design work and 3% for construction work. The University of Illinois values the utilization of certified minority, women and veteran business enterprises in

capital construction. All such enterprises must perform a commercially useful function. Enterprises which might be considered "pass-throughs" or "fronts" are not permitted. Failure to comply with this requirement or false representations may result in termination of contracts related to University capital construction projects and result in criminal and civil penalties.

Only BEP certified vendors with the Illinois Commission on Equity and Inclusion (CEI) are acceptable. Printed proof of current and valid CEI MBE/WBE/PBE/VOSB/SDVOSB certification should be provided with your response for each identified MBE/WBE/PBE/VOSB/SDVOSB vendor. A print version of the vendor's CEI Business Enterprise Program (BEP) and Veteran Business Program (VBP) Vendor Directory results should be the printed proof of the CEI MBE/WBE/PBE/VOSB/SDVOSB certification. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. This document includes the vendor name, address, ethnicity, county, contact information, certification, renewal date and expiration date. The IL CEI BEP Vendor Directory can be found at <https://ceibep.diversitysoftware.com/>

NOTE: MBE/WBE/PBE/VOSB/SDVOSB goals are separate and distinct from workforce projections.

The University of Illinois encourages the use of MBE/WBE/PBE/VOSB/SDVOSB subconsultants/subcontractors in performing any phase of energy performance contracting from design through construction of energy conservation measures in order to meet these statutory and target goals. For more information concerning the University MBE/WBE/PBE/VOSB/SDVOSB goals and methods to achieve or exceed them, contact the Office of Procurement Diversity at (312) 996-2971.

The Owner also encourages the hiring of qualified individuals in accordance with 30 ILCS 500/15-25(a), including but not limited to veterans (as defined by 30 ILCS 500/45-67), minorities, women, and persons with disabilities.

**APPENDIX I: SCHEDULE FOR PHASE II – PTA PROPOSAL**

For **PROJECT NAME** – **PROJECT #**

Send out Phase II RFP documentation

**#DATE#**

MANDATORY ESCO Kickoff  
Meeting/Walk Down

**#DATE AND TIME#**

**#MEETING LOCATION AND ADDRESS#**

Follow-up Meeting with ESCO’s if required

**#DATE AND TIME#**

**#MEETING LOCATION AND ADDRESS#**

Send questions about the Proposal to:

Chris Rogan  
807 South Wright Street  
Champaign, Illinois 61820  
Fax: (217) 244-0882  
E-Mail: [crogan@uillinois.edu](mailto:crogan@uillinois.edu)

Phase II  
Proposal Due:

**#DATE#**

4:00 PM Local Time

Send **twelve (12)** paper copies and one (1) USB flash drive to:  
University of Illinois  
807 South Wright Street, Suite 340  
Champaign, Illinois 61820  
Attn: Chris Rogan

Electronic submission:

**#CHOOSE APPROPRIATE CAMPUS HYPERLINK,  
DELETE OTHERS#**

<http://przm.apps.uillinois.edu/prism/ocpweb.nsf/projectsuic>

<http://przm.apps.uillinois.edu/prism/ocpweb.nsf/projectsuis>

<http://przm.apps.uillinois.edu/prism/ocpweb.nsf/projectsuiuc>

Discussion Meetings (Interviews) w/ ESCO’s:

**#DATE RANGE#**

(Alternate Clause)

This project is federally funded in whole or in part by (name of federal agency) by fund (fund name).  
(44 Illinois Administrative Code 4.2005(x)).

Questions concerning the Phase II proposal must be in writing via e-mail. Final day for questions will be one week prior to the proposal due date.

Discussions may be conducted with offerors who submit proposals who are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

Pricing must be submitted as part of the proposal and at the time the proposal is returned. Any portions of the response that is proprietary and should not be opened to public inspection must be clearly marked in the response.

Evaluation of proposals will be based on the criteria listed in Section 1.2 of General Information.



The Proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. The University assumes no responsibility for any Proposal not so received, regardless of the reason or circumstance of delay. Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened and marked "Received Too Late for Consideration".

Proposals must be kept firm for at least 130 days after the proposal due date. If no alternative length of time is indicated by the Proposer, the University will consider the offer as an acceptable offer until an award is made by the University or until the Proposer provides written notice to the contrary.

From the date of issuance of the RFP Phase II until the opening date, the Proposer must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University.

The Proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

Submit **twelve (12)** paper copies and one (1) electronic copy on USB flash drive of your response to department/person shown above and one electronic copy using URL listed below.

The full Phase II Proposal response shall also be submitted in one PDF format using the URL: **#SEE ABOVE FOR APPROPRIATE URL#** under this project's title of **#PROJECT NAME AND NUMBER#**. **The Proposal should be submitted using the web at the URL listed and should not be submitted via email.**

Your company will be required to register with the Owner's Vendor Services Application (VSA) in order to access PRZM. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp> Once you are registered, access to PRZM will be available.

The ESCO will utilize the University's web-based project management system, PRZM throughout the Project's design and construction: These systems were developed to maximize the potential of the Internet in allowing project team members to access and exchange project information. These systems supports team collaboration in management and interaction, as well as team member empowerment on a multi-layer security system. These systems will be used throughout this Energy Performance Contracting Project. Minimum user requirements are as follows:

- a. Personal Computer
- b. Internet Browser.
- c. Valid e-mail account
- d. Computer-Aided Drawing (CAD) viewer.

The University offers web-based project management system training to all users of the system tool.

## **APPENDIX II: GENERAL TERMS AND CONDITIONS**

**All General Terms and Conditions are incorporated herein and included in the attached sample EAA/ESA and General Conditions document 00 70 00.**

**Please see the EAA/ESA attached to the Box website at <https://uofi.app.box.com/>**

## APPENDIX III: REQUIRED SUBMITTALS FOR PHASE II – PTA

All questions must be addressed by the Respondent in order for this application form to be properly completed. Failure to answer any question, in whole or in part or any deliberate attempt by the Respondent to mislead the University, or comply with any directive contained in this form may be used by the University as grounds to find the Respondent ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol “N/A”.

Parts of this Appendix III and ESCO’s response to it may be incorporated into the final ESA as appropriate.

A word document copy of Appendix III that the ESCO can use to fill out their submittal information can be obtained from the BOX website: <https://uofi.app.box.com>

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All pages in the RFP response should be numbered sequentially. Respondents must also include a table of contents which indicates the section and page numbers corresponding to the information included. It is not the responsibility of the University to search through the RFP response or long appendices to locate relevant information that may answer the questions listed below. Such responses may be considered “non-responsive”.

For each of the following requirements, provide a brief statement of your ability to provide or deliver the proposed products and services as they exist at the date of your proposal.

**ESCOs must answer all the questions asked in this Appendix III.**

### RESPONDING TO THE RFP

The following documents must be completed and/or attached by Respondent to be considered responsive:

#### Mark each item with a check upon completion

- Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit– To be included in Tab 11 of your proposal.  
If you have a parent or multiple parent companies, each parent must fill out a separate form.  
[https://www.uocpres.uillinois.edu/contracts\\_\\_\\_forms/for\\_design\\_professionals](https://www.uocpres.uillinois.edu/contracts___forms/for_design_professionals)
- Registered to do business in the State of Illinois and in good standing – To be included in Tab 11 of your proposal. <http://www.ilsos.gov/corporatellc/>
- Submittals – 12 (twelve) paper copies & 1 USB flash drive to UOCP&RES, Attn: Chris Rogan and upload one submittal into PRZM (insert PRZM website PLACEHOLDER URL here)
- Vendor has registered as a business entity with the State Board of Elections in accordance with 30 ILCS 500/20-160. (Reference <http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx>).
- Include all applicable Illinois Department of Financial and Professional Regulations information for all designers on the project. <https://online-dfpr.micropact.com/lookup/licenselookup.aspx>
- Completed Response and signed acknowledgement of Appendix III contained in Tab 12 of your proposal.

## **ESCO PROFILE AND QUALIFICATIONS FORM (Separate Tab in Proposal Response)**

### **1. COMPANY CONTACT INFORMATION**

- 1.1 Company information shall include the following:
  - 1.1.1 Firm name;
  - 1.1.2 Telephone number (list 800 number if available);
  - 1.1.3 Fax number;
  - 1.1.4 Business address (street address, city, state, county, zip code); and
  - 1.1.5 E-mail address.
  
- 1.2 Company contact information  
List the names, titles, telephone numbers and email address of two contacts (primary and backup) for the company.

### **2. COMPANY INFORMATION**

- 2.1 The following information should be completed if any material changes have been made since RFP Phase II Prequalification. Otherwise write in "Same as Previously Submitted".
  - 2.1.1 Provide the name, address and telephone number of Parent Company;
  - 2.1.2 Provide names, addresses, and telephone numbers of any division and branch offices to be involved with this project;
  - 2.1.3 Provide the number of employees at each division or branch office that shall be involved in this project;
  - 2.1.4 Identify all states in which your firm is legally qualified to do business;
  - 2.1.5 Identify your firm's legal counsel for this project. Give the name, address, telephone and email address of the primary individual responsible for contract negotiations;
  - 2.1.6 Identify any Energy Performance Contracting guarantees that have not been realized or are being contested by the owner that have occurred since your initial prequalification.
- 2.2 Please provide the last three years of audited financial statements, including the balance sheet, income statement, reconciliation of net worth and statement of cash flows, for the ESCO and any entity guaranteeing the energy performance contract.

### **3. TECHNICAL QUALIFICATIONS AND PERSONNEL INFORMATION**

- 3.1 Team Composition  
Include the following:
  - 3.1.1 Organizational chart
  - 3.1.2 Resumes of key members of each firm including as a minimum:
    - 1. Principal-in-charge;
    - 2. Project manager;
    - 3. Designer (by discipline) including all professional staff licensed or registered to practice as an architect/engineer in the state of Illinois. Include all applicable Illinois Department of Financial and Professional Regulations registrations for all designers on the project;
    - 4. Production (by discipline) including specifications; and
    - 5. Role of each team member in proposed project

Each resume should include the following information:

Describe the relevant experience, qualifications and educational background for **only** those **primary** team members who shall **directly** be working on this project.

Include the following information:

- a. Name of University of Illinois project team member;
- b. Current job title;
- c. Job responsibilities;
- d. Number of years with company;

- e. Primary office location;
- f. Employment history (company name, primary job responsibilities, number of years with firm);
- g. Educational background (list all academic degrees, certifications, professional affiliations, relevant publications and technical training);
- h. List all energy performance contracting projects individual has been involved with during the past five (5) years (include project location, type of facilities, year implemented and dollar value of installed project costs);
- i. Describe the specific role and responsibilities this individual had for each project listed; provide a detailed description of the role and responsibilities this individual shall have for the duration of this project;
- j. Describe any other relevant technical experience; and
- k. Indicate the total years of relevant energy-related experience for this individual.

## ESCO's PROPOSED APPROACH TO PROJECT

**The Preliminary Technical Audit of the #PROJECT NAME# ESCO PROJECT #must be included in this proposal. This will be presented to the evaluation team and will be the basis of the finalist discussion meetings (interviews). Clearly mark the PTA. Specific areas that will be used for evaluation are shown below. Clearly label each tab in your proposal to match tabs identified below.**

### GENERAL TAB

Summarize the scope of services (design, construction, financial, operations, maintenance, training, etc.) offered by your firm for this project including the added value of your firm's services.

### TAB 1 - RESPONSIVENESS TO STATED GOALS

The goals include reducing deferred maintenance, reducing energy consumption, reducing energy costs, achieving a payback of a maximum of 20 years including the construction phase of the project, reducing greenhouse gas emissions as stated in the CAMPUS Climate Action Plan (iCAP), and incorporating innovative solutions such as renewables or job training programs. The CAMPUS Climate Action Plan (iCAP), along with other CAMPUS sustainability information, can be found at <http://sustainability.uic.edu> OR <http://fs.illinois.edu/services/more-services/sustainability/illinois-climate-action-plan> (based on campus affiliation). Provide a summary of all ECMs considered including a cash flow analysis shown on Attachment D using both fully loaded and variable rates. Assume a one-year construction phase with capitalized interest and deferred principal/payments specifically relating to cash flow.

Detailed financial projections of project costs and benefits are dependent upon the scope of energy conservation measures finally selected and installed. It is premature to place a major emphasis on projected financial costs and benefits prior to the completion of the investment grade energy audit and negotiation of the project structure. However, it is expected that the estimates considering all project costs should be within +/- 10% accuracy. Cash flow should be calculated for 20 years including the construction phase of the project.

**Operating Assumptions** – Attachment D provides escalation rates to be used in the cash flow analysis. ESCO should project annual nominal dollar savings by category in Attachment D based on an assumed annualized interest rate of 3.5%. However, third party ESCO financing may be used for this project which may affect the rate. Fill out this attachment D using both fully loaded and variable rates, include in your submittal in this Tab 1 section. Include at least 2 separate cash flows in your proposal as stated in section 1.4 of this RFP and also provide the electronic spreadsheet of the cash flow by e-mailing to [crogan@uillinois.edu](mailto:crogan@uillinois.edu).

**DO NOT INCLUDE ANY FINANCING OR OPERATING & MAINTENANCE ASSUMPTIONS OR COSTS IN ATTACHMENT D. If maintenance and operational savings are worthy to pursue as part of guaranteed savings include them separately on an additional cash flow attachment along with requirements and expected savings.**

### TAB 2 - QUALITY OF DESIGN AND IDENTIFICATION OF APPROPRIATE PROJECT SOLUTIONS

1. Based on your preliminary technical assessment of the project site and information provided, describe any equipment modifications, installations or replacements at the facilities that your company would consider installing as a part of this project.
2. Discuss site conditions, status of building systems, and needs of the University.
3. Include detailed technical review and analysis of all ECM criteria considered (include cost, payback, and annual savings for **EACH ECM**). Each ECM shall clearly identify construction cost, payback and annual savings for that ECM individually without any additional fees, markups, etc. Fill out and include Attachment E in this Tab 2 and also provide the electronic spreadsheet by e-mailing to [crogan@uillinois.edu](mailto:crogan@uillinois.edu). Please note that during the EAA phase, additional fees, markups, etc. shall be included in each ECM to identify the actual costs of each ECM for selection and implementation purposes.

- Describe and list the information regarding the facility that you would request to be provided by the University in order to conduct an Investment Grade Audit.

**TAB 3 - PROJECT COST ESTIMATES, SAVINGS AND ESCO FEES**

- Indicate the total cost of the Investment Grade Audit to the University if no ESA is initiated. Please see Attachment B - Proposed EAA for specific terms and conditions. Also include an estimated amount of time needed to complete the Investment Grade Audit. In the event the University proceeds with an ESA for installation of ECMs, the cost of the Investment Grade Audit shall be included in the project.

It is expected that the Investment Grade Audit and completion of the EAA would result in an accurate overall project scope and cost options, broken down by Divisions of Work and high level schedule of values along with a comprehensive schedule in order to draft and finalize an ESA. The ESCO shall have all ECM's designed per University Design Facility Standards <http://www.fs.illinois.edu/resources/facilities-standards>, OR [http://www.uic.edu/depts/ocp/design\\_std/design\\_std.html](http://www.uic.edu/depts/ocp/design_std/design_std.html) unless a variance is ultimately granted per the variance process. All deliverables shall be created and delivered in accordance with the University's Project Submittal Requirements and Campus Standards which can be found at: <http://www.fs.illinois.edu/docs/default-source/FIR/project-submittal-requirements.pdf> OR [http://www.uic.edu/depts/ocp/design\\_std/design\\_std.html](http://www.uic.edu/depts/ocp/design_std/design_std.html). The expectation is that all Divisions of Work will be competitively bid out in order to provide firm construction costs and ultimately the ESA contract value. This will also allow the University to be better equipped to determine which ECM's to implement during the ESA. After ESA execution, the University would expect completion of design and commence construction.

- Detailed financial projections of project costs and benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial costs and benefits prior to the completion of the investment grade energy audit and negotiation of the project structure. However, it is expected that the estimates should be within +/- 10% accuracy. The goal is to achieve transparent pricing and to articulate the maximum cost of the project and the minimum savings backed by a performance guarantee.

**Fill in the anticipated \$ & % that will be used for this project for the following categories. Multiple alternative Project scopes can be included:**

• Construction -	\$ _____	_____ %
• Contract Engineering -	\$ _____	_____ %
• ESCO Engineering -	\$ _____	_____ %
• Project Management -	\$ _____	_____ %
• Commissioning -	\$ _____	_____ %
• Training -	\$ _____	_____ %
• Contingency -	\$ _____	_____ %
• M&V -	\$ _____	_____ %
• Permits / Bonds -	\$ _____	_____ %
• Overhead -	\$ _____	_____ %
• Profit -	\$ _____	_____ %
• Other(s) – itemize each	\$ _____	_____ %
• Total Project Costs -	\$ _____	100 %

- Indicate what percentage and cost of equipment will make up the above “Total Project Costs”. This should include and break out separately, the cost of each item and separately associated Overhead and Profit component.

In addition, please describe how contingency funds are used during the project and how the remaining contingency funds are distributed at the end of the project – i.e. all to Owner, shared (how?) or all to ESCO.

#### **TAB 4 - PROJECT EXECUTION, METHODOLOGY, AND TEAM COMPOSITION**

1. Provide a narrative description on the ESCO's approach to the project. Address the following items as a minimum:
  - a. Interfacing with the client
  - b. Coordinating with consultants
  - c. Project management procedures
  - d. Quality assurances and quality control procedures
  - e. Cost and schedule control
  - f. Program review procedures to ensure all client objectives are understood
2. Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the University's operation and use.
3. Describe your firm's proposed approach to providing technical training for Facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the Agreement. Indicate how your firm shall address any turnover of key Facility personnel as it relates to project performance.
4. The University has included a draft EAA (Attachment B) and ESA (Attachment C) in this RFP that it intends as the basis for use on this project. Any modifications to these documents or additional terms and conditions the Respondent believes are necessary must be identified and submitted to the University with the Respondent's Proposal.
5. Submittals should include names of all planned project team members and work history. This should also include personnel that will be in project management, superintendent, and other on-site personnel roles.
6. Include examples of projects on which the proposed team has worked on together.

#### **TAB 5 - QUALITY OF SAVINGS MEASUREMENT PROCESS INCLUDING M&V**

1. Describe the methods you expect to use to compute baseline energy use for this project.
2. Describe any computerized modeling programs used by your firm to establish baseline consumption.
3. Describe factors that would necessitate a baseline adjustment.
4. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.
5. Please summarize procedures, formulas and methodologies, including any special metering or equipment, your firm will use to measure and calculate energy savings for this project.
6. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings shall be documented and verified.
7. Attach a M&V contract for the University's consideration during M&V performance if the University decides not to include M&V services within the ESA contract.

#### **TAB 6 - OPERABILITY AND MAINTAINABILITY OF PROPOSED SOLUTIONS OR SYSTEMS**

1. Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project.
2. Address how you would approach the role of the University's personnel in performing maintenance on the new and existing equipment.



3. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of maintenance prior to the end of the Agreement term would have on the savings guarantee.
4. Describe expected annual maintenance, parts, labor and warranty costs. Explain details of what is included in the warranty of proposed item(s).

**TAB 7 - DIVERSITY PARTICIPATION PLAN**

1. Identify the diversity plan to meet the University’s goal of Illinois Commission on Equity and Inclusion (CEI) certified MBE/WBE/PBE/VOSB/SDVOSB participation for this project. The University has established a target MBE/WBE/PBE participation goal of thirty (30%) total dollar amount for Professional Services and thirty percent (30%) total dollar amount for Construction. In addition, the University has established a target VOSB/SDVOSB participation goal of three percent (3%) total dollar amount for Professional Services and three percent (3%) total dollar amount for Construction. The classification for each project cost category identified in TAB 3 bullet 2 can be found below. Overhead and profit are to be split proportionately between Professional Services and Construction.

- Construction - Construction
- Contract Engineering - Professional Services
- ESCO Engineering - Professional Services
- Project Management - Construction
- Commissioning - Construction
- Training - Construction
- Contingency - Construction
- M&V - Professional Services
- Permits / Bonds - Construction
- Overhead (PS) - Professional Services
- Overhead (C) - Construction
- Profit (PS) - Professional Services
- Profit (C) - Construction

**TAB 8 - ESTIMATE PROJECT TIMELINE THROUGH FINAL COMPLETION**

Insert preliminary estimated project schedule for design and construction. Project schedules will be finalized during ESA. Use additional pages as necessary.

**TAB 9 – PROJECT FINANCING**

**AT THIS TIME, THE UNIVERSITY RETAINS THE FLEXIBILITY TO USE ESCO OR UNIVERSITY FINANCING OR ANY COMBINATION THEREOF. THE ESCO SHOULD ASSUME THEY, OR A THIRD PARTY, MAY PROVIDE FINANCING FOR THIS PROJECT.**

Describe all available financing options in preference order for the University to consider. Include the pros and cons of each method proposed. Also include pros and cons you have seen if the University were to finance this Project themselves. Identify the current annualized interest rate for the anticipated project costs for this project.

In addition to third party financing options, describe potential grants or rebates that could be used to help finance this project. If these types of additional funding are available, there is an expectation that your company would apply for and prepare appropriate paperwork on behalf of the University. Identify the process you would use in achieving this expectation.

**TAB 10 – ANY ADDITIONAL INFORMATION TO BE PRESENTED TO THE UNIVERSITY**

**TAB 11 – INCLUDE THE FOLLOWING STATUTORY CERTIFICATIONS IN THE RESPONSE**

In accordance with applicable laws and subject to applicable penalties for false or misleading statements, the following certifications are made in connection with this RFP:

- A. The ESCO certifies that \_\_\_\_\_ is its Federal Taxpayer Identification Number and that it is doing business as a \_\_\_\_\_.
- B. The ESCO certifies that it is authorized to practice the professional services specified in this RFP under the applicable Illinois licensing and registration statutes.
- C. The Prevailing Wage Act:  
Pursuant to the Prevailing Wage Act, ESCO shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et. seq. (2010).

The ESCO shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the ESCO, including assigned subcontractors, for services performed. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the ESCO and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the ESCO acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

- D. ESCO certifies that it has fully and properly completed a Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit and are attached to this RFP response. Copies of these forms can be found at [https://www.uocpres.uillinois.edu/contracts\\_\\_\\_forms/for\\_contractors](https://www.uocpres.uillinois.edu/contracts___forms/for_contractors)

In addition to the certifications identified in Form A, Form B, or the CPO Financial Disclosure Affidavit the ESCO shall acknowledge the additional supplemental University of Illinois certifications identified on the Agreement. These certifications will be included in the EAA and ESA if the contract is awarded to the ESCO: These supplemental certifications should also be included in any ESCO subconsultant / subcontractor contracts.

Supplemental University of Illinois Certifications:

- a. Vendor is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Owner under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Owner and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Vendor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Contract for which adequate books and records are not available.

- b. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. Vendor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration (30 ILCS 500/50-38).
- c. This applies only if procuring Owner receives Medicare or Medicaid funding. Vendor certifies that neither it nor any of its directors, officers, employees, agents or subVendors who may provide services pursuant to this Contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency.
- d. Vendor further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer.
- e. The following certification is applicable for professional services consultants and subconsultants only. Vendor shall comply with the Copeland "Anti Kickback" Act, as codified in 18 USC 874 (2010), and comply with the payment provisions and obligations detailed by the Office of the Secretary of Labor in 29 CFR, Part 3 (2010).
- f. The following certification is applicable for professional services consultants and subVendors and this applies only if procuring Owner receives Medicare or Medicaid funding. Vendor agrees to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records necessary to verify the costs of services rendered under this agreement. Vendor further agrees to make said contract and any books, documents and necessary records available until the expiration of four years after the completion of the agreement. In the event Vendor subcontracts any and all of its duties under this contract to another party and said subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Vendor agrees that the subcontract shall contain a clause requiring the subVendor to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, the subcontract and any books, documents and records of the subVendor that are necessary to verify the nature of the costs under the subcontract. Vendor agrees to indemnify and hold harmless the Owner in the event that any of its Medicare reimbursement is denied or disallowed due to the failure of Vendor or any of its subVendors to comply with the requirements of this provision. Such indemnity shall include but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and fees.
- g. The following certification is applicable for contractors and subcontractors only. Pursuant to the Prevailing Wage Act, Vendor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et. seq. (2010).
- h. The vendor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the vendor, including assigned subcontractors, for services performed. The records shall include each worker's name, address, telephone number when available, social security number,

classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the vendor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the vendor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

- i. Pursuant to the Veterans Preference Act, Vendor shall give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, pursuant to the guidelines in 330 ILCS 55/0.01 et. seq. (2010)
- j. The following certification is applicable for contractors only. Affidavit to Maintain a Primary Place of Employment in Illinois. By his/her signature, the officer of Vendor signing these certifications makes the following affirmation on behalf of Vendor as required by 30 ILCS 500/30-22(8): If awarded a Contract, Vendor will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the Contract throughout the term of the Contract.

By responding to this RFP, the ESCO Acknowledges these additional University of Illinois Supplemental certifications which will be included in the EAA and ESA if the contract is awarded to the ESCO.

At the time of EAA and ESA, the ESCO shall provide an electronic copy of each subcontract with an annual value of more than \$50,000, issued pursuant to the EAA and ESA to the University within 15 calendar days after the execution of the ESA or after execution of the subcontract, whichever is later. The copies shall be in electronic PDF format and follow the University's file naming conventions, found at: [https://www.uocpres.uillinois.edu/UserFiles/Servers/Server\\_7758/file/UI/ProjDocs/forms/nameconvention.pdf](https://www.uocpres.uillinois.edu/UserFiles/Servers/Server_7758/file/UI/ProjDocs/forms/nameconvention.pdf)

At the time of EAA and ESA, All subcontractor's contracts must include Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit and additional University of Illinois Supplemental certifications identified on the Agreement. The documents submitted to the Owner shall be scanned electronic pdf format of the original signed document and follow the Owner's file naming conventions, found at: [https://www.uocpres.uillinois.edu/UserFiles/Servers/Server\\_7758/file/UI/ProjDocs/forms/nameconvention.pdf](https://www.uocpres.uillinois.edu/UserFiles/Servers/Server_7758/file/UI/ProjDocs/forms/nameconvention.pdf).

If at any time during the term of the EAA and ESA, the ESCO adds or changes any sub-contractors, the ESCO will be required to promptly notify the University via revised ESCO Schedule of Values, of the firm(s) name(s) and address(es) and the expected amount of money that each new or replaced subcontractor will receive pursuant to the contract. The ESCO will provide all documentation required by Public Act 096-795 and the contract for each new or replaced subcontractor.

Any subcontracts entered into prior to receiving a fully executed copy of the EAA and ESA are done at the ESCO and subcontractors own risk.

- E. Include your Certificate of Registration with State Board of Elections in accord with Public Act 95-971.



## ATTACHMENT A – FACILITY INFORMATION

A BOX website has been set up for sharing information about **CAMPUS** buildings, utility plants, distribution systems, and other campus information with ESCOs. Included on this website are consultant reports that were completed in past years. These reports are provided for informational purposes only. There is no implication of accuracy or expectation that these reports represent the current conditions of the campus, facilities, or distribution systems. Additionally, there are no “as-built” drawings included in the website. The website includes a multitude of project drawings that can be pieced together, in conjunction with other methods and resources, to determine current conditions. The following information pertains to the University of Illinois at **CCU** Campus **#PROJECT NAME & ##**.

The BOX website is available at: <https://uofi.app.box.com>

User Link, Name and Password will be sent to ESCO in a separate communication.

Site is read-only.

**ATTACHMENT B – DRAFT ENERGY AUDIT AGREEMENT (EAA)**

**Please see the EAA attached to the BOX website at <https://uofi.app.box.com>.**

**ATTACHMENT C – DRAFT ENERGY SERVICES AGREEMENT (ESA)**

**Please see the ESA attached to the Box website at <https://uofi.app.box.com>**



## **ATTACHMENT D – CASH FLOW ANALYSIS**

**Please see the Cash Flow Analysis attached to the BOX website at <https://uofi.app.box.com/>**

**ATTACHMENT E-ENERGY CONSERVATION MEASURES (ECMS)**

**Please see the Energy Conservation Measures Itemized Cost and Savings Matrix attached to the BOX website at <https://uofi.app.box.com/>**