Request for Proposals (RFP)

for

Guaranteed Energy Savings Contract

Issued by:

Roxana CUSD #1
401 Chaffer Ave.
Roxana, IL 62084

Superintendent: Dr. Courtney Castelli

Proposal Due Date: November 30, 2026

Request for Proposals for Guaranteed Energy Savings Contract

Notice is hereby given that Roxana CUSD #1 (the "District") at 401 Chaffer Ave. Roxana, IL 62084, is requesting qualified providers to propose energy conservation measures through a guaranteed energy savings contract pursuant to Section 19b of the Illinois School Code (105 ILCS 5/19b-1 et seq.). The District's objective in issuing this Request for Proposal (RFP) is to provide a competitive means in which to select a qualified provider for a Guaranteed Energy Savings Contract under a phased approach for all buildings. Proposals shall be in sealed envelope and submitted no later than November 30, 2026 at 10:00 a.m., at the District's Administrative Building located at 401 Chaffer Ave, Roxana, IL 62084. At that time, the proposals will be publicly opened. For questions, contact Barrett Deist, Ed. D., the CSBO, 618-254-7545 or barrett.deist@rcusd.org.

Providers shall submit five (5) sealed copies of the proposals. EXTENSIONS WILL NOT BE GRANTED. No faxed nor electronically submitted proposal shall be accepted. Provide the name and contact information for the provider on the outside of the sealed proposal, along with the words "PROPOSAL FOR GUARANTEED ENERGY SAVINGS CONTRACT."

Proposals shall include implementation of energy conservation measures. "Energy conservation measure" means any improvement, repair, alteration, or betterment of any building or facility owned or operated by the school district or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to the building code, that is designed to reduce energy consumption or operating costs, or both.

The District reserves the right to reject any or all proposals, to waive irregularities in the proposal procedure, and accept the proposal that, in its opinion, will serve the best interest of the School District. The District further reserves the right to award all or a portion of the work to one or more providers. Any such decision shall be considered final. Failure to meet any of the required criteria may result in rejection of the proposal.

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 respondents.

In accordance with Article 19b of the Illinois School Code, the District discloses that GRP|WEGMAN participated in the preparation of this RFP.

I. Proposed Project

A. The work to be included in the project may include but not limited to upgrades or replacement of equipment and/or material include in, but not limited to roofing, tuck-pointing, doors, windows, flooring, lighting, plumbing, domestic water, solar, HVAC and security.

B. The intent of this RFP is to provide the District with the means to realize maximum energy and operational savings and/or related improvements to its facilities in a phased approach over time.

C. A savings guarantee will be offered as part of the qualified provider's proposal. The savings in energy and operating costs must be guaranteed to cover the cost of the contract over no greater than a 20-year period, pursuant to Section 19b-4 of the School Code.

D. The District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by qualified providers to the District may be subject to disclosure to third parties in accordance with FOIA. If a qualified provider requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the qualified provider must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the qualified provider, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Provider at the time of submission to the District will be presumed to be open to public inspection. The qualified provider may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the qualified provider in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. As a potential provider of a governmental function on behalf of the District, the Provider agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the qualified provider has been engaged to perform on behalf of the District.

II. Proposal Format

Proposals must contain all required information outlined in this section. 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. Moreover, the Board reserves the right to reject any and all proposals and to waive any deficiencies in a proposal.

A. TABLE OF CONTENTS

B. EXECUTIVE OVERVIEW

C. COMPANY INFORMATION

- Name of firm
- Business address
- Primary contact person for this project
- Name of officer authorized to bind the firm and office address
- Number of years company has been in business
- Additional relevant information

D. QUALIFICATIONS

- Resumes of the key project personnel to the project
- Current Professional Engineering License
- Documentation of firm being a licensed design firm in Illinois
- 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
- 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 provider has signed a contract for and not delivered on the agreed upon contract.
- Relevant Experience: Provide project details on at least five (5) Illinois k-12 school projects where the contract was between the responding provider and a public school district

E. TECHNICAL APPROACH

- Describe the Provider's approach to technical design
- Does the Provider include asbestos abatement in the guaranteed energy savings contract?
- Will the Provider be using an in-house licensed engineer or licensed architect to stamp building permits?
- Provide a description of Provider's recommended solutions

F. FINANCIAL APPROACH and GUARANTEE

- Pricing for proposed recommended solutions and alternatives, if applicable
- Provide an explanation of how the Provider will calculate savings
- 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 proposed guaranteed methodology of measurement and verification that will be used for each facility improvement proposed.

G. PROJECT MANAGEMENT

- Description of approach for project and construction management including processes, type, and availability of company resources to support the project

H. ADDITIONAL SERVICES

- Any additional information, service, and training

I. GUARANTEE HISTORY

- For Illinois projects list any projects for which the provider or predecessor has paid a school district for an annual savings shortfall under a guaranteed energy savings contract.
- For Illinois projects list any projects for which the provider or predecessor has provided measured savings as opposed to stipulated savings.

III. Proposal Evaluation Criteria

A District evaluation team will evaluate all proposals and recommend an award subject to approval by the School Board. The written proposal will be the basis for determining the successful firm. Proposals will be evaluated according to the following criteria:

- Qualifications and experience of the proposer and past performance of the firm on other contracts in terms of size, scope and quality of services. The District may solicit reference information from previous clients.
- Qualifications and experience of committed personnel and location and proximity to the school sites.
- Technical Approach – quality and responsiveness of the proposal to the needs of the district in terms of scope of work, methodology, project management and service ability.
- Financial Approach – Total Project Cost, Projected Savings and sources and types of potential financing.

The School Board or its designee will, in the exercise of their sole discretion, determine which proposal best meets the needs of the District. The District is not liable for any cost incurred by the respondent in preparing or submitting a proposal, or in preparing the contract.

To be considered for award, the submitting provider must be a person or business experienced in the design, implementation and installation of energy cost savings measures. As required by Section 19b-1.3 of the School Code, the minimum training any person or employee shall have under this agreement shall include the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures.

Addendums to any questions submitted to Dr. Deist, for which answers to all interested responders is advisable, will be prepared and emailed to all on file wishing to receive such information. No verbal or voicemail questions will be considered formal requests and will not be addressed by written addendums.

IV. Timeline

The District expects to undertake the selection process described below according to the following schedule (dates subject to change in the district's discretion):

Advertisement and Issue RFP	October 27, 2026
Submissions of Proposals	November 30, 2026 at 10:00 a.m.
Award Contract	December 17, 2026

V. Contract Requirements

The selected provider must enter into a contract with the District including the terms and conditions listed herein (all documents that will comprise the agreement between the District and the selected provider are collectively referred to as the "Contract Documents"). The terms and conditions stated in this RFP and all exhibits and attachments hereto shall be deemed to be a part of and incorporated into any contract between the selected provider and District. By submitting a proposal, the selected provider agrees that it has read fully and understands the terms and conditions stated herein. In the event of a conflict between the terms and conditions stated herein and the executed guaranteed energy savings contract, the executed guaranteed energy savings contract shall control, and the terms and conditions stated herein shall apply only to matters on which the executed guaranteed energy savings contract is silent. Selected provider also represents and warrants that it has visited the site for the project and is familiar with the conditions under which the work will be performed that are reasonably observable at that time. This representation does not extend to concealed or latent conditions, including hazardous materials and structural conditions that are not reasonably discoverable through such visit.

The Contract Documents, at minimum, shall contain the following:

A. Guarantee

The Contract Documents must result in a guaranteed minimum annual energy and operational costs savings, as well as defined levels of occupant comfort, maintenance, monitoring, training or other services. The contract shall provide that either the energy or operational cost savings, or both, will meet or exceed within a specified number of years (not to exceed 20 years, pursuant to Section 19b-4 of the School Code) the costs of the energy conservation measures (ECMs). During the guarantee period, the Selected provider shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract annually. The contract shall include a clear, simple explanation of what steps, decisions or paperwork must be completed to (a) establish the first day of the guarantee and (b) measure the actual annual savings realized during each guaranteed year. After the ECMs are installed, the operational and energy cost savings shall be documented on an annual basis (either by the selected 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 selected provider shall pay the difference.

B. Payment and Performance Bonds

The selected provider must submit to the District payment and performance bonds in the amount of 100% of the construction costs. The payment bond must provide that it will pay the applicable prevailing wages. The payment and performance bonds shall be provided by the selected provider prior to commencing the work. The bonds shall include such provision as will guarantee the faithful performance of the selected provider's obligations hereunder and pursuant to the Prevailing Wage Act. Consistent with Section 19b-4 of the School Code, the bonds shall secure the installation and faithful performance of the energy conservation measures and shall not secure the savings guarantee, which shall be governed by the guaranteed

energy savings contract.

C. Insurance

1. Form and Amounts of Coverage. The selected provider shall purchase and maintain, at its own expense, the following insurance: (i) Workers Compensation Insurance for not less than the statutory requirements; (ii) Employers' Liability Insurance with limits of at least One Million Dollars ($1,000,000) for bodily injury by accident and One Million Dollars ($1,000,000) bodily injury by disease; (iii) Commercial General Liability Insurance, on an occurrence basis, at limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate with sexual abuse and molestation coverage included in such policy; (iv) Excess or Umbrella Liability Insurance, on an occurrence basis, at limits of not less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate (the excess or umbrella policy must follow the form of the underlying policy); (v) Business Automobile Liability Insurance at limits of not less than One Million Dollars ($1,000,000) that covers liability arising out of any auto (including owned, hired, and non-owned autos); and (vi) Professional Liability Insurance at limits of not less than Two Million Dollars ($2,000,000). All insurance of the selected provider, with the exception of the Workers Compensation Insurance and the Professional Liability Insurance, shall name the District, and its Board of Education, individual Board members, employees, consultants and agents as additional insureds thereon on a primary and non-contributory basis. The selected provider shall require that every subcontractor of any tier obtain insurance of the types and in the amounts appropriate to the scope of its work, as reasonably approved by the District (with Professional Liability Insurance required only of subcontractors performing design services), naming the same parties as additional insureds on a primary and non-contributory basis. Moreover, to the fullest extent permitted without invalidating any insurance coverage of selected provider, selected provider waives any right of subrogation it and any of its insurers may have against the District, and its Board of Education, individual Board members, employees, consultants and agents.

2. Other Insurance Requirements. The selected provider shall provide and maintain insurance in the amounts outlined with companies acceptable to the District, for a minimum of two (2) years after final completion of the Project. Under no circumstances shall the District be deemed to have waived any of the insurance requirements of this Contract by any action or omission. The insurance requirements set forth in this Paragraph are minimum contractual obligations and shall not preclude the District from accessing insurance limits above said stated minimums. Certificates of insurance acceptable to the District shall be filed with the District prior to commencement of the Work and thereafter upon renewal or replacement of each required policy.

D. Compliance with Laws

Selected provider and all subcontractors shall pay not less than the general prevailing hourly rate of wages in the locality in which the work is to be performed for each craft or type of work or mechanic needed to execute the agreement or perform such work, and shall in all other respects comply with the *Prevailing Wage Act*, 820 ILCS 130/1 et seq. (the "Act"), in carrying out the work. The Department of Labor wage rates are available on the Department's official website. Selected provider shall have the sole responsibility and duty to ensure that the revised

prevailing rate of hourly wages is paid by selected provider and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the contract sum in the executed guaranteed energy savings contract. Further, the selected provider shall comply with the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The selected provider further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. The Illinois *Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq*., shall prevail on this project to the extent such Acts are applicable and enforceable. To the extent applicable, the selected provider shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the Illinois Use Tax Act, 35 ILCS 105/1 *et seq*.

The selected provider understands that smoking is prohibited on school district property pursuant to State and federal law and shall not allow smoking at the project. Selected provider acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of District. Any employee of the selected provider or subcontractor found to have been convicted of any prohibited offense under said section shall be promptly removed by the selected provider and replaced. Selected provider represents and warrants to District that, to the best of its knowledge after the inquiry and criminal background investigations required by 105 ILCS 5/10-21.9 or this Section, none of its employees, or those of any subcontractor, have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on school property.

It is the understanding of the Parties that no employees of the selected provider performing work under the Contract Documents will have direct, daily contact with pupils of any school in the District. If any individual performing any work will have direct, daily contact with students, or if otherwise requested by the District, selected provider must immediately obtain criminal background investigations of any of selected provider's or Subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at selected provider's or Subcontractor's expense and at no cost to District, by change order or otherwise. The District will notify the selected provider if the District determines that any individual is not eligible to be present on the District's property in connection with the Project. Due to restrictions on disclosure of background check information, the District may not specify to selected provider the reasons for a determination of ineligibility. Furthermore, to the extent required by 105 ILCS 5/24-5 or any other law, rule or regulation, selected provider shall provide to the District, at selected provider's expense, evidence of selected provider's employees' physical fitness to perform their duties and freedom from communicable disease.

E. Warranties

The selected provider warrants to the District that materials and equipment furnished under the Contract Documents will be of good quality and new unless the Contract Documents require or permit otherwise. The selected provider further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The warranty will not be affected by the specification of any product or procedure, unless the selected provider objects promptly to such product or procedure and advises the District of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Inability or refusal of the subcontractor or supplier responsible for the defective work to correct such work shall not excuse the selected provider from performing under the warranty. The warranty set forth in this Section shall extend for one (1) year from substantial completion of each phase of the Work, and the selected provider shall assign to the District all manufacturer and supplier warranties extending beyond that period. The warranty shall not cover defects or damage resulting from misuse, abuse, modification, or improper operation or maintenance by the District or anyone other than the selected provider or its subcontractors, or from normal wear and tear.

F. Consequential Damages

The District shall not waive any claims for consequential damages, unless expressly provided in the executed guaranteed energy savings contract, and in no event shall such waiver apply to the selected provider's indemnification obligations for third-party claims or to damages covered by insurance required hereunder.

G. Indemnification

To the fullest extent permitted by law the selected provider shall indemnify and hold harmless the District, the District's individual board members, agents, consultants and employees from and against all claims, damages, losses and expenses (including but not limited to personal injury, property damage (real and personal) and loss of use of property), including but not limited to attorneys' fees, court costs and expert witness fees to the extent caused by the negligent acts or omissions of selected provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in the Contract Documents.