

## Request for Proposal

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<b>PROJECT NO:</b>	River Trails School District 26
<b>PROJECT NAME:</b>	River Trails Performance Contract
<b>ISSUE DATE:</b>	12/14/2015
<b>DUE DATE:</b>	1/26/2016
<b>DUE TIME:</b>	2:00 pm
<b>OPENING DATE:</b>	1/26/2016
<b>OPENING TIME:</b>	2:00 pm

### Solicitation

Notice is hereby given that River Trails SD 26 (ENTITY) requests Proposals for the implementation of a Performance Contract. River Trails SD 26 is requesting Qualified Providers (RESPONDENT) to propose innovative solutions and Energy Conservation Measures through a guaranteed energy savings contract. These proposals shall include: (a) the implementation of a facility audit, data collection, and other related analyses preliminary to the undertaking of Energy Conservation Measures; (b) the evaluation and recommendation of Energy Conservation Measures; (c) the implementation of one or more Energy Conservation Measures; and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy related operating costs pursuant to 105 ILCS 5/19b-1 *et seq.* This Request for Proposal (RFP) is issued on the following date pursuant to Section 1.4 of Article I 19b which provides for a negotiated procurement.

River Trails SD 26 is a leader in innovative and effective instruction in the classroom and desires to be a leader in energy and operationally efficient “green facilities.” The District’s objectives in issuing this Request for Proposal (RFP) are to provide a competitive means in which to select a single Qualified Provider (guaranteed energy savings company) with whom to negotiate an Energy Savings Agreement. The District may elect to implement further improvement measures in future phases, pursuant to the negotiated contract. The Qualified Provider will be selected based solely on the proposal submitted. Modifications to the proposal including pricing for the purpose of selecting the Qualified Provider will not be accepted after the proposal due date. The School District reserves the right to change any component of the proposal after the Qualified Provider has been selected. The cost of preparing a response to this request, including site visits and engineering analysis will not be reimbursed by the School District.

Proposals will be received until 2:00 p.m. on Tuesday January 26, 2016 at the District Office, 1900 East Kensington Road, Mount Prospect, IL 60056. Proposals will be opened on Tuesday January 26, 2016 at this same location. **Extensions will not be granted.** Proposals are to be sealed and seven (7) copies are to be provided. An electronic copy on a flash drive must also be included in the proposal.

Written inquiries and/or questions regarding this proposal must be submitted in writing to Steve Kosmicki at [skosmicki@rtsd26.org](mailto:skosmicki@rtsd26.org).

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A **mandatory meeting** for all Qualified Providers has been scheduled for 9:00a.m. on Tuesday December 22, 2015 at the District Office, 1900 East Kensington Road, Mount Prospect, IL 60056. Any potential RESPONDENT to the RFP must be present.

The District reserves the right to accept and/or reject any or all proposals or parts thereof. For questions, please contact Steve Kosmicki at [skosmicki@rtsd26.org](mailto:skosmicki@rtsd26.org).

In accordance with the Illinois School Code Article 5/19B-5, we disclose that Performance Services participated in the preparation of these specifications.

Date issued: December 14, 2015

In responding to this solicitation, the Respondent signifies to be fully informed as to the extent and character of the services required and the terms and conditions specified herein. The Provider represents that the services can be provided satisfactorily and in complete compliance with the specifications. Provider agrees that this RFP together with its response and subsequent acceptance by the School shall be incorporated by reference into the Performance Contract ultimately entered into between the School and Provider.

### 1.00 RESPONDENT INFORMATION

- 1.01 The ENTITY invites any Qualified Provider to respond to this solicitation. RESPONDENT must be responsible, regularly and practically engaged in providing the services requested, and possess ample resources for providing the services identified. In its proposal, the Qualified Provider shall provide information demonstrating its status as a Qualified Provider.

### 2.00 GENERAL CONDITIONS

The ENTITY does not discriminate on the basis of religion, sex, race, national origin, age, ancestry, creed, color, political affiliation, membership in the National Guard, state defense force or any reserve component of the United States military or state military forces, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap or other bases prohibited under state or federal law.

*(This section lists conditions generally applicable for all solicitations for the ENTITY and can be superseded by specifications, special instruction or addendum.)*

- 2.01 This solicitation is to assist the ENTITY in the selection of a qualified individual or organization (RESPONDENT) to provide services as described herein.
- 2.02 RESPONDENT shall submit their responses on the forms and in the manner specified and shall respond to each specification.
- 2.03 The ENTITY reserves the right to amend the contents of this solicitation. The intent of such amendments is directed toward finding the best solution available at the associated cost. If it becomes necessary to amend any part of this specification an addendum will be provided

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to all parties on the distribution list. Each addendum will be numbered (i.e. Addendum #). RESPONDENT shall acknowledge receipt of said addenda in their response.

- 2.04 If additional data is necessary to provide clarification of provisions in this solicitation, a supplement will be provided to all parties on the distribution list. Each supplement will be numbered (i.e. Supplement #). RESPONDENT shall acknowledge receipt of said supplements in their response.
- 2.05 Responses should be prepared simply and economically, providing a straightforward and concise explanation of the RESPONDENT'S capabilities that will satisfy the identified requirements.
- 2.06 RESPONDENT may include additional information and data that is believed to be helpful to the ENTITY in the evaluation of the services identified herein as an appendix to the response.
- 2.07 All costs for preparing and submitting responses, including the Report, is entirely the responsibility of the RESPONDENT and will not be chargeable in any manner to the ENTITY.
- 2.08 The ENTITY reserves the right to accept, negotiate changes to, or reject any or all responses or portions thereof and to accept any responses or portions thereof that may be the most advantageous, and reserves the right to waive technicalities to the fullest extent permitted by law.
- 2.09 Any RESPONDENT that contacts any member of the ENTITY's staff, Board or other member of the selection team, other than the designated contact or with the consent of the designated contact, with the intent to influence selection decisions, will be disqualified from further consideration.
- 2.10 Questions and Interpretations
  - a. Refer questions concerning this solicitation to the contact person identified on the cover page. Any request for clarification or interpretation of provisions of this solicitation must be received at least 2 business days prior to the Opening Date identified on the cover.
  - b. Responses to the questions may result in a supplement or addendum. All supplements and addenda so issued shall become part of the specifications.
  - c. RESPONDENTS shall carefully examine the contents of this solicitation and any subsequent addenda or supplements. Failure to do so shall not relieve RESPONDENT of the obligation to fulfill the terms of the project herein identified.
  - d. The ENTITY shall not be responsible for oral interpretations given by any ENTITY employee, representative or other individual; including the ENTITY's contact person. The issuance of a written addendum or supplement is the only official method whereby interpretations, clarifications or additional information can be given that would change the terms and conditions of this solicitation.

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### 2.11 Quality Control

- a. RESPONDENT shall note any deviations or exceptions from the specifications on the submitted response. If proposing an alternative other than specified, it must be clearly labeled as such.
- b. RESPONDENT shall specifically identify any requirement, term or condition, whether contained in the main body of the RFP or an Addendum, Exhibit or Supplement, with which the RESPONDENT takes exception in the "Exceptions" section of the RESPONDENT'S proposal. If the RESPONDENT does not specifically identify such exception in this section of their proposal, it will be assumed that the RESPONDENT accepts and agrees to all of these requirements, terms and conditions. The RESPONDENT will be required to sign the Performance Contract identified as "Exhibit 1" without modifications, deletions or additions to the terms and conditions unless the RESPONDENT specifically identifies the terms or conditions with which they take exception. In the "Exceptions" proposal section, the RESPONDENT must explain why they are taking exception to each term or condition and offer revised language for each term or condition that is acceptable to the RESPONDENT. Exceptions to terms or conditions may result in rejection or reconsideration of the entire Proposal. The RESPONDENT can choose to make a written request for a change in a requirement, term or condition to the Representative. The Representative may respond to this request by issuing an Addendum modifying a requirement, term or condition for all RESPONDENTS.

### 2.12 Responses to Solicitation

- a. All Proposals shall be submitted to Steve Kosmicki no later than the date and time shown on the cover page. It is the responsibility of the RESPONDENT to ensure that the Proposal arrives at the specified location by the deadline.
- b. Proposals will be opened and recorded on January 26th at 2 pm. The opening and recording is open to the public.
- c. An individual with authority to bind the RESPONDENT must sign the Proposal.
- d. RESPONDENT shall submit the following documents / information in their Proposal:
  - i. Proposal in the format and containing the information as specified within this RFP including all Exhibits, Supplements and Addenda. Seven (7) copies of the Proposal shall be submitted. An electronic copy of the proposal shall be submitted on a flash drive delivered with the proposal.
  - ii. Acknowledgement of receipt of all Exhibits, Supplements and Addenda.
  - iii. Any and all exceptions to Requirements, Terms or Conditions shall be specifically identified in writing in the Exceptions section of the Proposal.

### 2.13 Anti-collusion Clause

- a. During the preparation and submission to this solicitation, RESPONDENTS are prohibited from directly or indirectly entering into any combination or arrangement with any person, firm or corporation, or entering into any agreement, or participate in any

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collusion, or otherwise take any action in the restraint of free competitive bidding in violation of all applicable federal and state laws.

- b. In responding to the solicitation, RESPONDENT certifies that their Proposal is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce.
- c. In responding to the solicitation, RESPONDENT certifies that no person acting for, or employed by, the ENTITY has an interest in, or is concerned with, this Proposal and that no person or persons, firm or corporation other than the RESPONDENT, have an interest in this Proposal.

### 2.14 Proprietary Information

- a. RESPONDENT is advised that most records and documents in the possession of the ENTITY may be subject to access by the public. Trade secrets or proprietary information submitted in response to this solicitation will be protected by the ENTITY to the extent permitted by law; however, the ENTITY prefers that proprietary information not be included in the Proposal nor in any appendix to the Proposal.
- b. RESPONDENT must provide a statement that identifies any data or other material that is requested to be protected and the reasons why protection is necessary. Such trade secrets or proprietary information should be submitted in a separate, sealed, envelope clearly marked **PROPRIETARY**.
- c. A statement by RESPONDENT that the entire Proposal is proprietary and/or a statement that pricing/costs are to be protected cannot be honored and will result in the removal of the Proposal from further consideration. References may be made within the body of the Proposal to proprietary information; however all information contained within the body of the Proposal, not under separate cover and labeled proprietary, shall be deemed a public record.
- d. If a request is made for access to information that has been identified as Proprietary, the Representative will notify the affected RESPONDENT of the request and the RESPONDENT must either revoke this Proprietary status in writing to allow public access or pay all costs associated with defending the Proprietary nature of this information, including all of the ENTITY'S labor.

2.15 The ENTITY is a smoke free environment. RESPONDENT shall assure that their representatives will refrain from smoking while on ENTITY grounds, by signing the attached certification (see Exhibit 4).

2.16 The ENTITY is a drug free environment. RESPONDENT shall assure that their representatives will refrain from the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance while on ENTITY grounds, by signing the attached certification (see Exhibit 4).

2.17 The ENTITY is an Equal Opportunity Employer. RESPONDENT shall assure that they are in compliance with applicable federal and state regulations, by signing the attached certification (see Exhibit 4).

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- 2.18 The ENTITY is exempt from federal and state excise and sales taxes. All prices quoted shall reflect the tax-exempt status. Tax exempt certificates, if required, will be provided upon request.
- 2.19 Sales of any kind to the ENTITY are exempt from the Retailer's Occupation Tax (both State and Local) and the Service Use Tax.
- 2.20 The RESPONDENT shall certify that all employees who shall work on-site, shall pass a criminal background pursuant to the school code of the state of Illinois, by signing the attached certification (see Exhibit 5).
- 2.21 All labor must be paid at the prevailing wages as determined by the Illinois Department of labor for the county in which the work will be performed. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.
- 2.22 It is expressly understood that performance of this solicitation by the ENTITY shall be contingent upon availability of funding.
- 2.23 Acceptance of a preferred proposal does not constitute an order. Orders shall only be made following issuance of a purchase order or a signed contract.
- 2.24 It is not the responsibility of ENTITY to notify unsuccessful RESPONDENTS, however it may choose to do so.
- 2.25 All terms and conditions specified in response to this solicitation shall remain effective for a period of not less than 90 days following the Due Date shown on the cover page.
- 2.26 Indemnity: If the parties enter into to Performance Contract, the RESPONDENT hereby releases, indemnifies and holds harmless the ENTITY, its board, officers, employees, agents and officials from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind and nature and character, including costs and reasonable attorney fees, arising out of, or relating to, any and all claim, liens, damages to property or injuries to persons, obligation, actions, suits, settlements or causes of action of every kind, nature and character, in connection with or arising out of the negligent acts or omissions or willful or wanton misconduct of the Qualified Provider or for any subcontractor or vendor related to the performance of the work.

### 3.00 SCOPE OF WORK

- 3.01 Base Bid Scope of Work - Provide individual pricing and savings for each improvement item listed below. Respondents are strongly encouraged to provide renewable energy solutions as part of their design response.

#### **Euclid School (Complete in 2016)**

- Replace two multipurpose room AHUs
- All new equipment controls to be tied into the existing BAS system

#### **Indian Grove Elementary School (Complete in 2016)**

- Replace two multipurpose room AHUs
- All new equipment controls to be tied into the existing BAS system

#### **River Trails Middle School (Complete in 2016)**

- Replace band room air handling unit and install overhead ductwork
- Replace music room air handling unit and install new ductwork
- All new equipment controls to be tied into the existing BAS system.

3.02 Other Requirements

- a. It is the ENTITY'S expectation that there be **no "change orders"** to properly install the work described above and that the RESPONDENT cover all cost associated with this work in the Base Bid price, including unforeseen condition, errors and omissions – not including hazardous materials. The RESPONDENT must specifically identify any potential work required to properly install the proposed work for which the RESPONDENT is unwilling to take responsibility.
- b. Identify and apply for all rebates and grants (e.g. DCEO, ICECF) that can be obtained from performing this work along with the cost to obtain the rebates and grants.
- c. ENTITY desires that work begin in 2016 with all work to be performed outside of school hours, including summer school, and be completed at least 2 weeks before the start of school 2016.
- d. All scheduling must be coordinated with the Project Manager (Nicholas Construction).

3.03 Alternate Scope of Work

- a. RESPONDENT must identify any additional work that RESPONDENT would like to offer for consideration to be implemented as part of this project. RESPONDENTS are encouraged to provide renewable energy solutions as part of improvement opportunities not listed in the base scope of work.

**4.00 PROPOSAL FORMAT**

4.01 Proposal Format

Proposals must be submitted in the format outlined in this section. For each proposal a minimum criteria checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The ENTITY reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive or incomplete to the requests for information contained herein.

**A. Table of Contents**

Responses shall include a table of contents properly indicating the section and page numbers of the requested information.

**B. Executive Summary**

Responses shall include a concise abstract stating the RESPONDENT'S overview of the project.

**C. Company Profile**

This section should include the following information on the RESPONDENT.

1. Company name
2. Address
3. Telephone number
4. Fax number
5. Contact person(s) for this project
6. Email address
7. Personnel
  - a. List the Lead Personnel employed by the RESPONDENT involved in this project.



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- b. List key team members - designers and contractors that will be part of your design and installation team. Identify the work that will be designed in-house and work designed by a design partner.

### 8. References

- a. Each RESPONDENT (the ESCO company submitting the proposal) must have completed (with at least one year of reported guaranteed savings results) a minimum of seven (7) ESCO projects with K-12 schools to be considered for this project. Provide the following reference information for at least three (3) completed projects with similar solutions and scope as those proposed for this project.
  - Project name
  - Owner contact
  - Description of work
  - Installed cost
  - Guaranteed annual savings
  - Actual annual project savings
  - Completion date

### 9. Energy Savings Results

- a. Provide a spreadsheet listing each job where the RESPONDENT has at least one year of reported guaranteed savings. Provide school name, project cost, date guarantee started, guaranteed annual savings, most recent actual savings.
- b. Provide a list of all Energy Star labeled K-12 schools that have resulted from energy efficiency gained from performance contracts with the RESPONDENT.
- c. List any projects that did not meet their annual energy guarantee and provide an explanation for the shortfall.

### 10. Litigation and Arbitration

- a. List any projects with K-12 schools with which the RESPONDENT has entered into litigation or arbitration during the past 7 years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation or arbitration will result in disqualification.

### 11. Financial Viability

- a. RESPONDENT will be required to show evidence of financial viability. Provide a letter of bondability from surety of at least \$5 million.

**D. Technical Approach**

This section should contain information about the RESPONDENT’S technical approach to meet the ENTITY’S energy efficiency, operating cost reduction and comfort objectives.

1. Needs & Solutions: Include a section explaining facility needs, and the solutions the RESPONDENT recommends for all proposed improvements.
2. Documentation: For any work where the RESPONDENT will be providing pricing, provide the following documentation for the scope of work being proposed.
  - a. Provide at a minimum **Design Development level drawings** including detailed, architectural or engineering drawings for each improvement item. Note the improvement’s associated drawing sheet number(s) on the spreadsheet specified in E.1.b.
  - b. Provide a detailed equipment list for all equipment proposed. Provide a separate list per building in a table format providing manufacturer, type, model, size, and quantity. See “Table Example A” below for format required.

<b>Table Example A</b>				
<b><i>Material and Equipment List</i></b>				
<b>Lincoln School</b>				
Manufacturer	Equipment Type	Model Number	Size	Quantity
ABB	Variable Frequency Drives	ACH550	10 H.P. each	10
Trane	Air Handling Unit	T5000	5000 CFM	1
Trane	Air Handling Unit	T8000	8000 CFM	1
Boiler	High Efficiency Condensing Boiler	Hydrotherm	3 MBTU	5
Taco	Hot Water Pumps	FI4009C	20 H.P. each	2
JCI/York	Air Cooled Condensing Unit	YCUL0051EE17	300 ton	1
Carrier	Air Cooled chiller	C4002014	400 ton each	2

- c. For all digital controls provide a BAS system Architecture with building level network managers and equipment level controllers indicated. Include a point list for each building system and complete the Temperature Controls Summary Sheet provided in the requirements document for each building system.
  - d. Failure to provide the required documentation (a-c) above will result in the proposal being non-compliant.
3. Energy Savings Calculations: Provide complete energy savings calculations for any energy conservation measure included in the RESPONDENT'S proposal. Additionally, provide the actual Energy Guarantee for this project in the Appendix of your proposal that includes the energy and operational savings calculations for the Base Bid project along with all associated terms and conditions.
  4. Installation Approach: Describe how the RESPONDENT intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, project schedule and commissioning. Included a detailed project schedule in this section of the proposal.
  5. Training: Explain the RESPONDENT'S plan for providing training and support services to the ENTITY.
  6. Performance Assurance: Describe in detail the performance assurance processes that the RESPONDENT intends to utilize to insure the building operates at peak performance both at the completion of the installation phase and throughout the contract term.

#### **E. Financial Aspects**

This section should contain the financial components of the proposed work as identified below.

1. Pricing:
  - a. Describe in detail the process that the RESPONDENT used or intends to utilize to obtain the best prices for the ENTITY both initially and if additional work is requested by the ENTITY after Contract award. Explain why this is the best approach.
  - b. Include the **firm total cost** (including all design, construction and management costs) and guaranteed energy savings amount for all proposed improvements for each facility. The RESPONDENT must provide the cost, savings and simple payback (in the format outlined below) for each improvement being proposed. Proposals not including the cost and savings breakdown shown below will be rejected.

IMPROVEMENT DESCRIPTION	COST	Utility Rebate	ANNUAL OPERATIONAL SAVINGS	ANNUAL ENERGY SAVINGS	SIMPLE PAYBACK (IN YEARS)
BASE SCOPE					
A. Middle School					
1. Chiller Replacement (M104)	\$2,100	\$100	\$20	\$180	10.0
2. Dom. Water Heaters (M105)	\$250	\$50	\$20	\$20	5.0
ALTERNATE BIDS					
A. High School					
1. AHU 1 Replacement (M106)	\$2,000		\$20	\$180	10.0
2. Lighting Improvements (E101)	\$250	\$50	\$20	\$20	5.0

2. Energy Savings: The term for this contract is 10 years. For the purpose of ensuring that all measures are operating efficiently, project performance shall be measured, verified, reported and evaluated using Option C from the M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 3.0 for gas savings, and Option A for all other proposed savings. This process will be utilized and reported for ten (10) years. Provide your proposed cost per year for the 10 year monitoring period in the Financial Aspects / Pricing section of the proposal.
3. Project Funding: Project funding will be developed by the ENTITY after selection of the RESPONDENT.

**5.00 PROPOSAL SELECTION**

5.00 Proposal Selection Criteria

- a. **Minimum Criteria:** The ENTITY reserves the right, in its sole discretion, to reject any proposal that does NOT meet the minimum criteria described in this RFP, to give consideration to failure to follow the RFP format or to waive any informality, irregularity or defect. The minimum criteria are identified on the RFP Compliance Verification Form, which is attached and labeled Exhibit 2. The RFP Compliance Verification Form must be completed and signed by the RESPONDENT.

All proposals shall be deemed final, conclusive and irrevocable. Once opened, no proposal shall be subject to correction or amendment for any error or miscalculation. Qualified Providers must satisfy themselves, upon examination of these requirements, as

to the intent of these requirements. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the proposal will be entertained from any party. The ENTITY may further refine and negotiate the scope of work with the successful Qualified Provider and adjust the total project cost.

- b. **Proposal Review:** Each Proposal that the ENTITY accepts for review, will be initially evaluated on the criteria shown below.

**A. Ability to Successfully Implement Project**

1. Reputation of the RESPONDENT for successfully implementing energy savings projects and providing proven energy savings with scopes of work similar to those being considered for this project.
2. Background of the team members responsible for implementing the proposed Performance Contract. This includes in-house engineers, project managers, technicians, and design or contractor team members responsible for the designing, managing, programming and commissioning of the project.
3. Past performance with K-12 schools is a critical component in the selection process of this project. Each RESPONDENT must have completed a minimum of seven (7) performance contracts (with at least one year of reported guaranteed savings results) with K-12 schools to be considered for this project. References will not be considered for projects performed by the RESPONDENT'S employees while working with an employer different than the RESPONDENT.

**B. Scope and Associated Cost of Work**

1. Amount of work being offered in terms of cost of work, quantity of work and value to ENTITY of work being proposed for the Base Bid scope of work.
2. Quality of the equipment and materials being proposed for the Base Bid scope of work.
3. Quality of the digital controls system in relationship to ease of use, maintenance and expansion.

**C. Technical Approach**

1. Design of the proposed solutions.
2. Depth, breadth and detail of the engineering.
3. Effectiveness of the proposed solutions related to energy savings, operational / maintenance improvement and learning environments.

Preference will be given to proposals that include a detailed and sound technical approach to meeting the ENTITY'S objectives.

**D. Other Financial Consideration**

1. Pricing structure and process to be utilized to price any work negotiated after contractor selection.
2. Pricing for the scope of work provided.

**E. Performance Guarantees**

1. Amount of true and verifiable guaranteed energy savings.
2. Detail and accuracy of the energy savings calculations included in the Proposal.
3. Value of the energy savings guarantee (Guarantee) provided with the Proposal in terms of how accurately will the energy savings be measured based on the terms of the Guarantee and how likely is it that the ENTITY will receive a payment from the RESPONDENT if a true shortfall occurs.
4. Any additional guarantees for system performance after implementation of the improvements.

**F. Quality, Completeness and Compliance of the RFP Response**

1. Quality of the proposal in terms of depth, breadth, detail and format of information provided.
  2. Completeness of the proposal in relationship to the requirements of the Performance Contracting RFP.
  3. Compliance to the RFP requirements
- c. **Contract Terms & Conditions:** No term or condition shall be negotiated after Proposal submission unless the term or condition to which the RESPONDENT wants to take exception is specifically identified on the RFP Exception List, identified as Exhibit 1.

**RFP Exceptions Form**

The RESPONDENT must identify any exceptions they want to make to the RFP requirements on this "RFP Exceptions Form". Exception may result in a rejection of the Proposal, reduction in evaluation or neither, depending on the ENTITY'S understanding of how harmful the exceptions will be to the ENTITY on this project. The ENTITY shall be the sole judge of the impact of any exceptions and shall not debate their determination with a RESPONDENT.

List all exceptions below including three components. First, state the language that is being excepted. Second, provide language the RESPONDENT would propose replace the excepted language. Lastly, provide an explanation for why the RESPONDENT is taking exception to the RFP language and how the proposed language will not be harmful to the ENTITY.

**ENTITY TAKES NO EXCEPTIONS:**

I, \_\_\_\_\_, an authorized representative of the RESPONDENT, take no exceptions to the RFP requirements and hereby verify that we will comply with all terms, conditions and requirements contained within the RFP.

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**ENTITY TAKES EXCEPTIONS:**

- 1. Page:
  - a. Excepted language:
  - b. Proposed language:
  - c. Explanation for excepted language:
  
- 2. Page:
  - a. Excepted language:
  - b. Proposed language:
  - c. Explanation for excepted language:
  
- 3. Page:
  - a. Excepted language:
  - b. Proposed language:
  - c. Explanation for excepted language:

I, \_\_\_\_\_, an authorized representative of the RESPONDENT, understand that taking the exceptions identified above to the RFP requirements may cause our Proposal to be rejected or consideration to be reduced. I understand that the ENTITY will be the sole judge of the impact of the exceptions listed above and understand that the ENTITY shall not contest their determination.

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**RFP Compliance Verification Form**

Each RESPONDENT must acknowledge that they understand the following RFP requirements are the Minimum Requirements to be considered. Any proposals not including these Minimum Requirements may be rejected.

**MINIMUM REQUIREMENTS:**

1. RESPONDENT certifies that they have read the General Conditions and agrees to fully comply with the terms specified therein. Any exception that the RESPONDENT wishes to take the General Conditions shall be specifically listed on the attached RFP Exceptions form, Exhibit 1.
2. RESPONDENT has included a Base Bid offering including the Base Bid scope of work identified with the cost, energy savings and operational savings of each ECM. Omission of any component of the Base Bid scope of work or not providing the individual cost and savings per ECM will result in the Proposal being rejected.
3. RESPONDENT certifies that they have completed a minimum of seven (7) K-12 school performance contracts of similar size and scope as proposed here and have included a complete list of the RESPONDENTS most recent K-12 school performance contracts not to exceed a total of 100 references.
4. RESPONDENT shall identify any energy savings shortfalls with K-12 schools with an explanation for why the shortfalls occurred and how the shortfalls were remedied.
5. RESPONDENT shall include an explanation of all past arbitration or litigation with K-12 schools over the past seven years. Omission of any of these events will result in rejection of the Proposal.
6. RESPONDENT shall include detailed drawings and an equipment list identifying all equipment being proposed on the Proposal. Equipment descriptions shall include manufacturer name, equipment type and size.
7. RESPONDENT shall include a completed Guarantee as an attachment to the Proposal including all calculations, energy and operational savings guaranteed amounts, terms, conditions and the cost to provide the services included in the Guarantee over the Guarantee term. Omission of any of a completed Guarantee including these details will result in rejection of the Proposal.
8. All labor must be paid at the prevailing wages as determined by the Illinois Department of Labor for the county in which the work will be performed. Contractor is responsible for providing the municipality with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.
9. RESPONDENT shall sign all attached certifications (Exhibits 3-5).

I acknowledge and verify that the Minimum Requirements above have been met in the RFP response.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**VENDOR INFORMATION & CERTIFICATION**

COMPANY \_\_\_\_\_

Representative \_\_\_\_\_

E-mail address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Local Phone \_\_\_\_\_

Toll Free Phone \_\_\_\_\_

Payment Address \_\_\_\_\_

\_\_\_\_\_

Date of Quotation \_\_\_\_\_

Quotation reference number, if required \_\_\_\_\_

I have read the specifications and I understand the content and my firm's obligations with regard to providing the specified services and products. I hereby submit the attached proposal. The prices being submitted shall be binding on our firm until 90 days from the date proposals are due, or until I am notified that I am not a successful vendor, whichever comes first. If my firm is awarded a contract as a result of the quoted prices, or subsequently negotiated prices, I guarantee that the prices shall be the maximum amount that my firm may charge for the products identified.

I certify that I have the authority to sign this proposal and bind my firm to the prices specified and the obligations associated with the award of all or any part of the items so specified.

I acknowledge receipt of \_\_\_\_\_ supplements.

I acknowledge receipt of \_\_\_\_\_ addendum.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATIONS**

**CERTIFICATION**

The undersigned bidder or contractor hereby certifies that he is not barred from bidding on this contract as a result of a violation of either bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961 as amended. He/she also certifies that he/she has read, understands and agrees that acceptance by River Trails School District 26 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract.

**1. NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent states that he/she has not, nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor prevent any person from bidding nor induce anyone to refrain from bidding and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/she further states that no person, firm or corporation has, or will receive directly or indirectly, any rebate, gift, fee, commission or other thing of value on account of such sale.

**2. SEXUAL HARASSMENT CLAUSE**

Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. District 26 is in compliance with this law.

**3. NO SMOKING CLAUSE**

Bidder agrees that he/she, his/her employees and sub-contractors, will abide by the District 26 no smoking policy on any District 26 property.

**5. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Employment Practices.

**6. ILLINOIS DRUG FREE WORKPLACE ACT**

The undersigned having 25 or more employees does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30ILCS 580/3) that it shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug Free Workplace Act.

By signing this document, I state and declare that the Bidder/Contractor listed below and I are in compliance, and will comply, with all of the Certifications listed herein.

Signature \_\_\_\_\_ Printed Name of Signer \_\_\_\_\_

Bidder/Firm Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Date \_\_\_\_\_

**BACKGROUND CHECK CERTIFICATION**

**1. Employee Criminal Background Check**

The undersigned hereby certifies that a criminal background check, as specified in Section 10-21.9 of the Illinois School Code, has been completed for all employees and is available for review upon the request of the River Trails School District 26 Board of Education.

**2. Statewide Sex Offender Registry/Statewide Violent Offender Against Youth Database Check**

The undersigned hereby certifies that he/she shall not send to any school building or property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9, or who is listed in the Statewide Sex Offender Registry or the Statewide Violent Offender Against Youth Database. Additionally, the undersigned certifies that all employees who enter our school buildings will submit their driver's license to be scanned and electronically checked against the Sex Offender Registries in all 50 states.

Signature \_\_\_\_\_ Printed Name of Signer \_\_\_\_\_  
Bidder/Firm Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Date \_\_\_\_\_

**State of Illinois**

**County of** \_\_\_\_\_

**Signed before me on by** \_\_\_\_\_ **by** \_\_\_\_\_  
Date Name of Person

(Affix Seal Here)

\_\_\_\_\_  
**Signature of Notary Public**