ALSIP, HAZELGREEN AND OAK LAWN SCHOOL DISTRICT 126

Request for Proposal (RFP)
For
Guaranteed Energy Savings Contract

October 17, 2018

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ALSIP, HAZELGREEN AND OAK LAWN SCHOOL DISTRICT 126

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Hazelgreen Elementary
Lane Elementary
Stony Creek Elementary
Prairie Junior High

REQUEST FOR PROPOSAL

Notice is hereby given that Alsip, Hazelgreen and Oak Lawn School District 126 (District) requests proposals for the implementation of a Guaranteed Energy Savings Contract. The District's objective in issuing this Request for Proposal (RFP) is to provide a means in which to select a single qualified provider (Qualified Provider) of a Guaranteed Energy Savings Contract. The project shall follow the requirements of Article 19b of the Illinois School Code – "School Energy Conservation Measures."

Proposals will be received until 2:00pm on Thursday, December 6, 2018 at the District Office, 11900 South Kostner Avenue, Alsip, IL 60803, at which time proposals shall be publicly opened. Proposals must be in accordance with Article 19b of the Illinois School Code and the RFP guidelines. For more information contact Mr. Steven Gress, Assistant Superintendent, Alsip, Hazelgreen and Oak Lawn School District 126, Alsip, IL 60803, (708) 293-3577.

Proposals submitted must be sealed and clearly marked with "Guaranteed Energy Savings Proposal" in the corner, and addressed to Mr. Steven Gress, Assistant Superintendent at the above address. Proposals must be either hand delivered to the District Office, or mailed certified return receipt requested and received any time prior to, but no later than 2:00pm, Thursday, December 6, 2018. The District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been "received" by the District before the specified deadline. Proposals received after the time specified in the Request for Proposals (RFP) will not be considered.

A mandatory pre-proposal meeting will be held at Lane Elementary School on Thursday, November 1, 2018 at 10:00am. All Qualified Providers wishing to respond to this RFP must be present at the mandatory pre-proposal meeting.

The District reserves the right to terminate this project prior to bids being received, to reject any and all proposals and to be the sole judge of the value and merit of the proposals offered.

Upon review of the proposals received in response to the RFP, the District may enter into a contract with the provider that best meets the needs of the District.

The District reserves the right to waive any irregularities, reject any and all proposals and to be the sole judge of the value and merit of the proposals offered.

The District will base its Qualified Provider selection on the following criteria:

1. Ability of the Team to Successfully Implement Program
2. Technical Approach
3. Financial Consideration and Net Economic Impact
4. Performance Guarantees

No energy services contractor participated in the preparation of the specifications issued by Alsip, Hazelgreen and Oak Lawn School District 126.

Steven Gress
Assistant Superintendent

Our mission is to graduate responsible and self-confident students who are prepared for the challenges of high school and beyond through a personalized education which provides a sound academic foundation and promotes the student's social, emotional and physical development in a safe, supportive environment.

Proposal Content & Format

Proposal must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. 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.

Executive Summary

Qualified Provider shall include a concise abstract stating the Qualified Provider's overview of the project. Project pricing and detailed breakdown (breakdown must be done by building and project) must be included in the summary.

Illinois Law

Qualified Provider shall provide background on the Illinois code governing performance contracting in Illinois schools.

Company Profile

This section of the proposal should contain the following information about the Qualified Provider:

1. Company name, address, location of regional office and corporate headquarters, telephone number, email address, and main contact person who would be assigned to District 126.
2. Company history, including a description of the core business(es) and any local experience in the performance contract market.
3. Company qualifications.
4. Describe staffing that is located in Chicagoland area and available to the project.
5. The company's experience with guaranteed energy savings contracts (references). Include five Illinois School District references (preferably in the Chicagoland area) that include the following information:
    a. Project cost, savings and scope.
    b. District name, address, telephone number and contact person.
6. Project references are to be that of the Qualified Provider, not Qualified Provider employee(s).
7. Provide resumes of all key project personnel including projects personnel have completed. Include the name of the engineer(s) or engineering firm providing the design engineering for the project.
8. Provide a brief history and explanation of all pending or settled litigation/arbitration against your firm during the past five years.
9. Describe the change order history for your last five school projects. Show the project cost by trade at proposal opening and total amount by trade of change orders at completion of the project.
10. Please describe your pre-project services including cost estimating, scheduling and phasing input, etc.
11. Include a maximum of one page for additional information not addressed above, if you believe it may be useful and applicable to this project.

Technical Approach

This section should contain the following information about the Qualified Provider's technical approach to meeting the District's comfort, energy efficiency and operating cost reduction objectives:

1. Include a "needs and solutions" section explaining facility needs and solutions the Qualified Provider recommends for all proposed improvements.
2. Proposals should include the following improvements and any other improvements that the Qualified Provider may choose to offer. Improvements should be listed for any school where the Provider identified needs and appropriate solutions.
    a. Replacement of all existing non-LED lighting with LED lighting (matching existing within the district)
    b. Installation of exterior LED lighting
3. For any work where the Qualified Provider will be providing pricing, provide documentation for the scope of

work being proposed.

4. Describe your firm's engineering approach to the technical design of this project.
5. Describe the process that the Qualified Provider utilizes to obtain their providers and what criteria will be used to make the provider selections.
6. Describe the process that the Qualified Provider utilizes to obtain the equipment to be used on the project and specifically what criteria will be used to make equipment selections.
7. Describe how the Qualified Provider intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, change-orders and commissioning.
8. List specific energy conservation measures the respondent proposes to implement. Provide the cost and savings for the recommended measures.
9. Include data regarding existing systems and equipment along with information on how those existing systems are compromised or are inefficient. Respondent must clearly describe each of the conservation measures and provide detailed equipment listing for each component that the Qualified Provider intends to provide as part of their proposal.
10. A description of the scope of the energy audit which shall be provided for this project. Describe how savings will be calculated and how the energy conservation measures will be designed. Describe any report which will be provided to the district.
11. Supply any additional information about the Qualified Provider's technical approach to the project that may need to be included in the proposal.
12. Describe typical energy conservation measures (ECMs) which your firm may recommend as part of an energy performance contract in the District.

Financial Approach

This section should contain the following information about the financial terms of the proposed transaction:

1. Energy, Operational and Capital Offset Savings. Describe calculation methodology.
2. Cash Flow Analysis. Include a cash flow analysis with energy, operational and capital offset savings, total program cost and net cash flow.
3. Performance Bond. The Qualified Provider must submit to the District a performance bond in the amount of 100% of the construction costs.
4. Guarantee: Provide an explicitly written guarantee of the savings on an annual basis throughout the term of the agreement. Also provide a complete description of the guarantee methodology that will be used.

Project Management and Monitoring

This section should include the following information on Qualified Provider's planned project management and monitoring:

1. Implementation plan including completion dates describing how the qualified provider intends to execute the project.
2. Describe in detail Qualified Provider's approach to project management for the improvements proposed.
3. Provide an implementation timetable as well as a staffing plan identifying key project management personnel.
4. Describe method expected to be used to compute the baseline energy use for this project, and the measurement and verification methodology to be used in the project. Describe any modeling programs used by your company to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Summarize procedures, formulas and methodologies including any special metering or equipment Qualified Provider will use to measure and calculate savings for this project.
5. Describe standards of comfort and functionality that will be used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.
6. Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.
7. Describe your flexibility and/or limitations regarding possible owner's monitoring and installation and performance of ESCO projects that may or may not contain energy and water savings opportunities.

Training Approach

Each Qualified Provider shall describe in detail their training capabilities provided by direct employees of the Qualified Provider. Include the following in your description:

1. Description and location of remote training facility.
2. Type of on-site training that will be provided, i.e. classroom vs. hands-on, quantity and duration of classes, list of District personnel that will be trained, etc.

Other

It is recognized that, for the protection of the students, all persons coming in contact with the students must be of stable personality and of high moral character. Therefore, Contractors' employees will consent to a criminal background check, including fingerprints, at Contractor expense. The responsibility for completing the background check, and for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor. The Contractor shall not permit the use of liquor, drugs or smoking material at the work site used to provide services under this Contract.

All staff of the Contractor shall be neatly attired. Contractor shall furnish and all Contractor's employees shall be required to wear and display photo identification at all times while at the worksite and providing services, on behalf of the Contractor, to the District.

Evaluation Criteria

The District will likely reject any proposal that does not meet the minimum criteria described in this RFP and may at their discretion deduct points from the scoring rubric if the RFP format is not followed. For proposals meeting or exceeding the minimum criteria, the District will rate each proposal based on the weighted scoring criteria shown below. The District intends to award a contract to the Qualified Provider offering the best value proposal. The best value proposal will be the proposal with the highest score based on 100 total points.

1. **Ability of the Team to Successfully Implement Program (20 points)**
    a. Reputation of the Qualified Provider for successfully implementing energy savings projects and providing proven energy savings with scopes of work similar to those being considered for this project.
    b. Reputation of team members and Qualified Providers that are part of the team.
    c. Background and Proposals of the people responsible for implementing the proposed GESC. This includes in-house engineers and technicians responsible for the designing, programming and commissioning of the project.
    d. References of the company, people responsible for implementing the project, and contractors/sub-contractors working on the project.
    e. The term "Qualified provider" means a person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures. The minimum training required for any person or employee under this Section shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures.
2. **Technical Approach (30 points)**
    a. Design and quality of the proposed solutions best suited for the district.
    b. Effectiveness of the proposed solutions related to energy savings, operational/maintenance improvement and learning environments.
    c. Preference will be given to proposals that include a sound technical approach to meeting the District's objectives.
    d. The implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of energy conservation measures.
    e. The evaluation and recommendation of energy conservation measures.
    f. The implementation of one or more energy conservation measures.
3. **Financial Considerations & Net Economic Impact (30 points)**

a. Value offered by the Qualified Provider in terms of price and the scope of work
b. Energy savings approach and company's past performance related to guaranteed energy savings in Illinois Schools.
c. All payments, except obligations on termination of the contract before its expiration, are to be made over time and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures.
d. The estimates of all costs of installations, modifications or remodeling, including, without limitation, costs of a pre-installation energy audit or analysis, design, engineering, installation, maintenance, repairs, debt service, conversions to a different energy or fuel source, or post-installation project monitoring, data collection, and reporting.

4. **Performance Guarantees (20 points)**
   a. Value offered by the energy savings guarantee.
   b. Value offered by other guarantees included in the proposal.
   c. The implementation of project monitoring and data collection to verify post-installation energy consumption and energy-related operating costs.

Contract Requirements

The Qualified Provider will prepare contract documents and the successful responding proposal will comply with the provisions of Article 19b of the School Code of Illinois and the requirements outlined herein. Final contract shall be subject to legal review performed by District legal counsel.

The District may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conservation measures recommended in the proposal would not exceed the amount to be saved in either energy or operational costs, or both, within a 20-year period from the date of installation, if the recommendations in the proposal are followed.

The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures. The qualified provider shall reimburse the school district for any shortfall of guaranteed energy savings projected in the contract. A qualified provider shall be required to provide a sufficient bond to the school district for the installation and the faithful performance of all the measures included in the contract, with the execution of the contract. The guaranteed energy savings contract may provide for payments over a period of time, not to exceed 20 years from the date of final installation of the measures.

If the annual energy savings are less than projected under the guaranteed energy savings contract the qualified provider shall pay the difference as provided in Section 19b-4 of the Illinois School Code.

When a contract is awarded, the terms of this Addendum, the full specifications for this RFP and the advertisement for Request for Proposal of Alsip School District 126 shall be included in the terms of the contract. Bidders will examine the plans and specifications and also the location at which said work is to be done and judge for themselves all the circumstances and surrounding conditions affecting the cost and nature of the work, and all bids will be presumed to be based on such examination, familiarity and judgment.

General

1. Cost for Proposal Preparation. The District is not liable for any costs incurred by a respondent in preparing or submitting a proposal, or in preparing the contract or for any other fees incurred to submit proposals.
2. Right to Submitted Material. All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits and other material submitted as part of a proposal will become property of the District when received.
3. Competitive Offer. Pursuant to State law, and under penalty of perjury, the signer of any proposal submitted in response to the RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in

violation of either federal or state antitrust laws.

4. Warranty. The District expects that all projects recommended and equipment replaced will have normal manufacturers or construction warranties appropriate to the project. The District does not expect the extension of additional warranties beyond those indicated unless the individual project dictates such extension.
5. The parts and materials bid must be of current date (latest model). This provision excludes surplus, re-manufactured and used products except as an alternate bid or as specifically identified in a cover letter attached to the bid documents.
6. All equipment and material bid shall be in accordance with all applicable Federal, State and local laws, rules and regulations in effect at the time of bid.
7. The brand name and/or manufacturer of each item proposed must be clearly stated. Guarantee and/or warranty information must be included with this bid.
8. All Municipal, County, and State of Illinois Sales Taxes and Federal Excise Taxes, which are NOT applicable to sales to the District, must be excluded from bid prices.
9. Timing of the project is a part of the consideration and must be stated in definite terms where indicated on the bid sheet. If delivery or performance is not made within the specified time, the District reserves the right to cancel the order or any portion thereof without penalty or premium to the District.
10. In the event that a strike or other reason causes interruption of work for more than five work days, the District shall have the immediate right to terminate the Contractor, secure such other contractor as may be necessary, and pay for only those services, work and materials completed or already purchased by Contractor for the project, at the time of the termination.
11. In the event the Contractor is unable to provide the services or work as described in the contract or accepted bid because of acts of God, fire, riot, war, or civil commotion, the District shall have the right to excuse the Contractor from performing hereunder, and shall have the immediate right to take over all work.
12. Should an accident ever occur, the Contractor will immediately notify the District giving all information known at the time, in writing, with time, place, location, nature of accident and injury or damage to District property.
13. Should an act of vandalism occur on or to the project, work, materials or equipment, the Contractor shall fix or repair all damage as quickly as possible. The District is not responsible for vandalism.
14. All bids submitted must be valid for a minimum of 60 days after the date set for the bid opening.
15. Any explanation, statement or alternate which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto. Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with the specification requirements. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.
16. No contract shall be assigned or any part of the same sub-contracted without the written consent of the District, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the contract.
17. The officers of Contractor who have signed this Contract covenant and represent that the Contractor is duly authorized to conduct business in the State of Illinois and that they have authority to execute and deliver this Contract on behalf of the Contractor.

Errors and Omissions

All proposals shall be submitted with each space properly completed. The special attention of Qualified Providers is directed to the policy that no claim for relief because of errors or omissions in the proposal will be considered, and all Qualified Providers will be held strictly to the proposals as submitted. Should Qualified Providers find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall email any questions to Steven Gress at sgress@dist126.org, and an addendum will be issued with the necessary clarifications to all prospective Qualified Providers by means of email.

Withdrawal of Proposals

Proposals may be withdrawn by letter, fax, email, or in person prior to the submittal deadline.

Investigation of Qualified Providers

The District will make such investigation as necessary to determine the ability of the Qualified Provider to fufill their proposal. The Qualified Provider shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in their proposal.

The Board of Education reserves the right to reject any proposal if it is determined that the Qualified Provider is not properly qualified to carry out the obligations of the contract.

Reservation of Rights by the Institution

The District will be the sole interpreter of all contract documents, and reserves the right to make its own assessment of proposals received; to reject any and all bids/proposals; to waive irregularities and technicalities in the proposals; to further negotiate details of the contract after award of the contract; and to award the contract based upon the criteria established herein. Conditional proposals will not be accepted. All items shall be new unless otherwise specified. By submitting a proposal Qualified Providers agree to mandatory binding arbitration on all proposed Guaranteed Energy Savings disputes.

The Board of Education does not assume responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been "received" by the District before the specific deadline.

Right-of-Way

The necessary right-of-way for any construction to be done across or in private property will be the responsibility of the District. The Qualified Provider shall take due the proper precautions against any injury to adjacent structures and shall hold himself strictly within the rights secured to him by the District in prosecuting the work on private property.

Labor Laws and Ordinances

The Qualified Provider shall obey and abide by all the laws of the State of Illinois relating to the employment of labor and public work and all ordinance and requirements of the District regulating or applying to public improvements.

The Qualified Provider shall execute RFP attachments in their entirety and include them with their proposal.

The successful bidder will be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission. The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the Contract. Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability , or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. The Contractor and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law. The Contractor, as part of its agreed – upon contract sum under the Contract, and if applicable to Contractor's employees and staff,

shall be responsible for the payment of prevailing wages to its workers, as required by the Illinois Prevailing Wage Act, as amended, including any changes in the prevailing wage during the term of the Contract. Contractor shall also be fully responsible for meeting all requirements under the Prevailing Wage Act, including the requirement to provide a certified payroll, as follows:

1. While participating on public works, the contractor and each subcontractor shall:
    a. make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
    b. submit monthly, in person, by mail, or electronically a certified payroll to the District. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
2. Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 7 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State."

Workers' Compensation Insurance

The Qualified Provider shall procure and maintain, during the life of this agreement, Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Illinois, adequately protecting all labor employed by the Qualified Provider during the life of this agreement and shall provide evidence to the District that such insurance is, in fact, in force. Workers Compensation Insurance in an amount no less than $1,000,000 each accident, $1,000,000 disease each employee, $1,000,000 disease policy limit.

Comprehensive General Liability Insurance

The Qualified Provider shall procure and shall maintain in effect, during the life of this agreement, Comprehensive General Liability in an amount no less than $2,000,000 each occurrence, $2,000,000 products/completed, $1,000,000 aggregate for Bodily Injury Liability, $1,000,000 each occurrence for Property Damage Liability. In addition, Comprehensive General Liability Insurance shall include coverage for Personal Injury Liability (including employment related suits), Independent Contractor's Liability, Blanket Contractual Liability and Products and Completed Operations Liability.

Comprehensive No-Fault Automobile Liability Insurance

The Qualified Provider shall procure and maintain in effect, during the life of this agreement, Comprehensive No-Fault Automobile Liability Insurance with residual limits of $1,000,000 each occurrence for Bodily Injury and Property Damage Liability, $1,000,000 Uninsured and Under Insured Motorist Insurance and $5,000 per insured auto medical payments. Such coverage is to include Employer's Non-Owned and Hired Liability and is to cover all vehicles owned, leased, operated by, or for, or on behalf of the Qualified Provider.

Umbrella Liability Insurance

The Qualified Provider shall procure and maintain in effect, during the life of this agreement, an Umbrella Liability Policy which will apply in addition those insurance coverage's specified above. Such policies shall have a limit of liability of $5,000,000 for each occurrence and $5,000,000 aggregate.

All insurance shall be written with a Best's Insurance Rating of no less than A-8 Class VIII. All such policies of

insurance shall be primary and non-contributory and shall name the District as additional insured. All property damage liability insurance must be on a replacement coverage basis and also include actual expense incurred on the loss of use of any such tangible personal property. All such policies of insurance shall include coverage under the Scaffolding Act and shall be written by companies approved by the District. All insurance shall be continuously maintained throughout execution of the project and update as needed throughout the project. All such policies shall require at least 30 days advanced written notice to the District in the event of a proposed non-renewal, cancellation, modification of any kind and/or expiration of the term. If the District is damaged by the failure of the Qualified Provider to maintain such insurance or by the application of deductible or failure of the insurance company to pay in full any claim, then the Qualified Provider shall bear all reasonable costs properly attributed thereto.

Indemnification

Certificates of Insurance evidencing all of the above reference coverage shall be delivered to the District by the Qualified Provider upon the execution of the final agreement and shall include a clause which states that the Qualified Provider shall defend, indemnify and hold the District and its Board of Education, its officers and employees (hereinafter "Indemnities") harmless form any and all claims and judgments to which the District and Indemnities may be subjected or which it may suffer or incur by reason thereof.

Additionally, the Qualified Provider agrees to indemnify, defend and hold the District and Indemnities harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from the negligence or misconduct of the Qualified Provider or its employees or other agents in connection with its activities within the scope of this agreement, insofar as any such loss or claim is not covered by available insurance proceeds. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this agreement with respect to any claims, based on facts or condition which occurred prior to termination.

Bonds and Insurance

The successful proposer will be required to execute a bond with sureties acceptable to the District; bond to be executed to the District and to be continued for the faithful performance and fulfillment of the ECM projects and to include the protection of the District from all liens and damages arising out of the work.

Each bid must be accompanied by a bid bond, cash, or a certified check payable to the order of Alsip School District 126, certified by a responsible bank for an amount not less than ten percent (10%) of the total amount of the bid, as a guarantee that the bidder, if awarded the Contract, will furnish a satisfactory performance and payment bond, execute the Contract and proceed with the work. Said performance and payment bond shall be furnished within seventy-two (72) hours after notification of award in an amount not to exceed one hundred percent (100%) of the net bid price. Upon failure to do so, the bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the bidder shall excuse the bidder or entitle the bidder to a return of the aforementioned amount.

All damage to or defective equipment shall be the responsibility of the Contractor.

Each insurance company shall agree not to terminate, amend or reduce its coverage without at least thirty (30) days prior written notice to the District and Contractor, and to include this clause in the insurance policy and in the certificate of insurance. Should the Contractor's insurance be canceled or amended in a manner unsatisfactory to the District or reduced, the District may provide alternate coverage, the cost of which will be reimbursed to the District by the Contractor. Any loss or costs not covered by the aforesaid insurance policies because of "deductibles clauses" shall be assumed and paid for by Contractor. The Contractor shall present certificates of insurance to the District with its bid giving evidence of the insurance coverage providing existing coverage as specified to run concurrently with the term of this Contract.

The comprehensive liability and umbrella coverages required herein shall be provided on an "occurrence basis".

Insurance policies required under this agreement o be carries by the Qualified Provider shall state that they shall not be changed or canceled without thirty (30) days' prior written notification to the District. Upon written request at any

time prior to or during the term of this agreement, the District and shall be named as an additional insured under any or all insurance policies required to be maintained by the Qualified Provider and shall be provide with insurance company certificate certifying that such policies are in full force and effect.

Standards of Service

The Qualified Provider will maintain and operate equipment in a manner that will provide the proper standards of service and comfort for the school buildings. Specific lighting levels shall be maintained per code and the Illinois Life Safety Code for Public Schools (lighting measurements to be taken with curtains closed at desk height).

The Contractor is not an agent of the District and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing services for the District. Employees of the Contractor shall not in any case be regarded as employees and/or agents of the District. In the event any employee or group of employees or other third party are asserted to be co-employees of the Contractor and District, District shall be entitled to contest such assertion with counsel of its choice.

Arbitration

Any dispute, controversy or claim arising out of or in connection with relating to this agreement or any breach or alleged breach hereof, shall, upon the mutual agreement of both parties involved, be submitted to and settled by arbitration at the locality where the District's facilities are situation in conformance with rules of the American Arbitration Association then in effect (or at any other place or under any other form or arbitration mutually acceptable to the parties). Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of a forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel.

Compliance with Law and Standard Practices

The Qualified Provider shall perform its obligations hereunder in compliance with any and all applicable federal, state and local statues, laws, rules and regulations, including applicable licensing requires, in accordance with sound engineering and safety practices and in compliance with any and all reasonable rules of the District relative to its facilities. The Qualified Provider shall be responsible for obtaining all governmental permits, consents and authorizations as may be required to perform its obligations hereunder. Illinois Prevailing Wage Act shall be applicable to and utilized by the Qualified Provider in the performance of all work on the project.

Other

No energy services contractor participated in the preparation of the specifications issued by Alsip, Hazelgreen and Oak Lawn School District 126.

CERTIFICATIONS OF COMPLIANCE WITH 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 (30 ILCS 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.

_____

Name of Bidder (Please Print)

_____

Submitted by (Signature)

_____

Title

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

The undersigned, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

ELIGIBILITY TO BID

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended (720 ILCS 5/33E-3, -4).

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

NON COLLUSION AFFIDAVIT

The undersigned hereby certifies that the Bidder has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that his 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 further state that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, an rebate, fee, gift, commission or thing of value on account of such sale.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

BID RIGGING CERTIFICATION

The undersigned hereby certifies that the Bidder has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE ACT

The undersigned hereby certifies that in performing Performance Contract at Alsip, Hazelgreen and Oak Lawn School District 126, Cook County, Illinois, Contractor has and will fully comply with the provisions of the Illinois Prevailing Wage Rate Act.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

NON-COLLUSION AGREEMENT

The undersigned bidder or agent, being duly sworn, on other says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to bid on anyone such as letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that his/her bid is made without reference to any other bid and without any agreement, understating or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2018.

MY COMMISSION EXPIRES:

_____ _____

COMPLIANCE WITH LAWS

The undersigned _____ does hereby certify that in performing this Performance Contract the bidder/contractor is familiar with and has and will at all times comply with the applicable requirements of the Illinois Human Rights Act, the Prevailing Wage Act, the Public Construction Bond Act, the Employment of Illinois Workers on Public Works Act, the Freedom of Information Act, the Open Meetings Act, the Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, the Structural Engineering Practice Act of 1989, the Local Government Professional Services Selection Act, and the Contractor Unified License and Permit Bond Act.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

BIDDER'S CERTIFICATION

I have carefully examined the Request for Proposal consisting of 11 pages and all other documents related to this bid. I hereby propose to furnish the work/services specified in the Request for Proposal. I agree that my bid will remain firm for 60 days. I verify that all the information contained in this proposal is true, to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my firm/company as its act and representation and that the firm/company is ready, willing and able to perform if awarded this contract.

I further certify that this proposal is made without prior understanding, agreement, connection, or collusion with any other person, firm or corporation submitting a proposal, or with the District itself. No officer, employee or agent of the District is interested in said proposal and the undersigned executed this certification with full knowledge and understanding of the Request for Proposal.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT (95-0635) CERTIFICATION

Before a Contractor commences work on a public works project, the Contractor shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

_____ _____

Name of Bidder (Please Print) Submitted by (Signature)

_____

Title