

HUNTLEY COMMUNITY SCHOOL DISTRICT 158

REQUEST FOR PROPOSAL (RFP) FOR A GUARANTEED ENERGY SAVINGS CONTRACT PROJECT RFP 2018-32

**Huntley CSD 158
650 Academic Drive
Huntley, IL 60102
(847) 659-6158
3/1/18**

HUNTLEY COMMUNITY SCHOOL DISTRICT158
GUARANTEED ENERGY SAVINGS CONTRACT RFP 2018-32

March 1, 2018

Introduction

Huntley Community School District 158 with Administrative Offices at 650 Academic Drive, Algonquin, IL 60102 (referred to throughout this document as the “District”) is requesting Qualified Providers to propose Innovative Solutions and Energy Conservation Measures through a Guaranteed Energy Savings Contract. In conjunction with this contract, the District is interested in solutions for the following Baseline Opportunities:

1. Installation of renewable energy solutions focused on solar.

These proposals may include: (a) the implementation of a facility audit, data collection, and other related analysis 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 ISC 5/19b as recently amended by Public Act 096-1197. This RFP is issued on the following date pursuant to Section 1.4 of Article 19b which provides for a negotiated procurement.

Date issued: March 2, 2018

The District will host **a mandatory pre-proposal meeting March 7, 2018**. The meeting will commence at **9:00 a.m.** at the District Office, 650 Academic Drive, Algonquin, IL. After a brief review of the RFP and Q&A session attendees will have the option of touring of all District 158 facilities or set up future site tours with the district staff.

Questions

All questions about the RFP are required to be sent via e-mail to drenkosik@district158.org and jwilhelm@district158.org.

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Disclosure

The School District discloses that it has not relied on any ESCO for the preparation for this document.

Confidentiality

Respondent should be aware that the School District is subject to the Illinois Freedom of Information Act and cannot guarantee that any document provided by a respondent will be considered exempt from public disclosure under such Act.

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page which it is found. Data or information so identified will be used by the District solely for the purpose of evaluating proposals and conducting contract negotiations.

Indemnification

By submitting a proposal, each Qualified Provider agrees to release, indemnify and hold harmless the School District, its Board members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages to property or person (including death), obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the negligent acts or omissions of the Qualified Provider or its employees or its subcontractors related to the performance of the work.

Minimum Requirements for Qualified Providers

- A. Provide comprehensive energy services and innovative solutions for the District, which may include the installation of energy savings equipment. Since the District facilities are relatively new, building envelope modifications are of limited interest to the District and shall not be in the base proposal, but may be proposed as optional additions to the base proposal. The Base Proposal shall attempt to address as many of the District's concerns outlined in the introduction as possible. The specific nature of this equipment and material will be left up to the Qualified Provider and may be based upon the Qualified Providers understanding of the District's needs.
- B. Provide a more comfortable indoor environment for building occupants. This may include repair or modernization of existing environmental systems. The specific nature of repair or modernization will be left up to the Qualified Provider and may be based upon the Qualified Providers understanding of the District's needs.
- C. Provide a financial package that will be customized to meet the financial requirements of the District.
- D. Ability to demonstrate successful implementation of no less than 5 (five) performance contract within the last 5 years including no less than 5 (five) in Public Educational Institutions in Illinois.
- E. Provide evidence that it is a "Qualified Provider" as that term is defined in Section 19b-1.3 of the School Code (105 ILCS 5/19b-1.3) and shall provide evidence as to whether it is an accredited Energy Service Provider (ESP) by the National Association of Energy Service Companies (NAESCO) and provide documentation to this fact.
- F. Provide assistance with processing of Applications for Grants, Incentives, and Rebates from all available sources as a part of the proposed Guaranteed Energy Savings Projects. The estimated savings calculations provided shall clearly define each individual anticipated alternative funding mechanism which is a part of their proposal. The proposal provider shall coordinate deliver of Energy Efficiency Portfolio Solutions Grants on behalf of the School District and the Ill. State Board of Education ISBE School Energy Efficiency Grant thru the District's Architect of Record; Wold Architects and Engineers. The ISBE grant applications, Qualified Providers are encouraged to make available the proposed Energy Conservation Measures information on the DCEO grant application format which can be found on the following web link:

<http://www.ildceo.net/NR/ronlyres/EDDBE739-F1ED-46C4-ADBDDFC3126332DE/0/Year3DCEOPublicSectorLocalGovtPublicSchoolsandCommunityCollegesApplicationForms.xls>

For more information on the DCEO Public Sector Electricity Energy Efficiency Program Incentive program see ;
<http://www.ildceo.net/NR/ronlyres/7F9153A6-9A82-494D-834F-ECE935515D5A/0/PSEEPY3LocalGovtPublicSchoolsandCommunityColleges.pdf>

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For more information on the ISBE Energy Efficiency Grant program opportunities can be found on the following weblink: http://www.isbe.state.il.us/sbss/ee_grants.htm

- G. Certifies by submission of a proposal, that it does not engage in discriminatory practices regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under. Qualified Provider acknowledges that the School Board may declare any contract awarded pursuant to this proposal void if this certification pursues false.
- H. Attesting to the fact that they are in compliance with the Illinois Human Rights Act as amended effective July 1, 1993 (formerly the Fair Employment Practice Commission).
- I. Hereby represents, warrants and certifies, by submission of a proposal, that no officer or director of Qualified Provider has any knowledge that any employee thereof has been convicted of committing or attempting to commit any one or more of the following offenses set forth in the Criminal Code of 1961. 720 ILCS 5/1-1 et. seq., Sections 11-6 (Indecent solicitation of a child), 11-9 (public indecency), 11-14 (prostitution), 11-15 (soliciting for prostitute), 11-15.1 (soliciting for a juvenile prostitute), 11-6 (pandering), 11-17 (keeping a place of prostitution), 11-18 (patronizing a prostitute), 11-19 (pimping), 11-19.1 (juvenile pimping), 11-10.2 (exploitation of a child), 11-20 (obscenity), 11-20.1 (child pornography), 11-21 (harmful material), 12-15 (criminal sexual assault), 12-14 (aggravated criminal sexual assault), and/or those offenses defined in the “Cannabis Control Act”, 410 ICS 550/1, et. seq. (except paras. 704 and 705 of that Act), and/or those offenses defined in the “Illinois Controlled Substances Act”, 720 ILCS 570/100 et. seq., and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.
- J. Certifies, by submission of a proposal, that pursuant to Section 5/10-20.21(b) of the School Code that neither it, nor any of its partners, or officers or owners:
1. Have been convicted in the past five (5) years of the offense of proposal-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E -1 et seq., as amended;
 2. Have ever been convicted of the offense of proposal-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
 3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
 4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Qualified Providers acknowledges that the School Board may declare any contract awarded pursuant to this proposal void if this certification is false.

Preferred Qualifications for Qualified Providers

- A. Pre-qualified by the Department of Energy (DOE) and Department of Defense (DOD) as an energy services provider and provide documentation to this fact.
- B. Have at least one employee that is a LEED[®] AP (LEED[®] Accredited Professional) and provide documentation to this fact.

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TIMELINE

<u>Date</u>	<u>Action Item</u>
Mar 2, 2018	RFP is posted on the Capital Development Board website
Mar 7, 2018	Mandatory Pre-Bid meeting (9:00 am Administration Office)
April 9, 2018	Proposals are received at Administration Building (10:00 am)
May 3, 2018	First Board reading of selected proposal
May 17, 2018	Board approves the selection of Qualified Provider recommended by Administration

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ADVERTISEMENT

Request for Proposal For Guaranteed Savings Contract RFP # 2018-32

Notice is hereby given that Huntley CSD 158 shall receive proposals for a Guaranteed Energy Savings Contract RFP # 2018-32 until 10:00 a.m. on April 9, 2018 at the Administrative Office located at 650 Academic Drive, Huntley, IL 60102.

EXTENSIONS WILL NOT BE GRANTED. The contract shall follow the requirements of Article 19b of the Illinois School Code – “School Energy Conservation Measures.” For more information, contact Doug Renkosik, Operations and Maintenance Director, (847) 659-6158.

The Qualified Provider to whom the work is awarded shall conform to the local common wage rates as determined for this project. The District requests 4 copies of the proposal which must include a proposal with the content and in the format described within the RFP.

A mandatory pre-bid meeting for all Qualified Providers has been scheduled for 9:00 am on March 7, 2018 at the Administration Building. Any provider looking to respond to the RFP **MUST** be present.

The District reserves the right to terminate this project prior to proposals 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 this RFP, the District may enter into a contract with the provider that best meets the needs of the District. The District will only consider those companies who meet all requirements listed in the RFP.

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

The goal of this project is to maximize the expected value of the net present value (NPV) of a strategic distributed energy resources solution for the school district over the next 20 years. The services and resources are to be delivered on a guaranteed performance basis, which may allow the district to:

- A. Incur no additional capital cost
- B. Achieve significant, long-term financial savings that can be measured and verified
- C. Obtain a savings performance guarantee for the proposed distributed energy resources
- D. Provide consistent levels of occupant comfort and system functionality
- E. Maximize the capture of all available financial incentives for distributed energy resources, including energy efficiency rebates, renewable energy credits, net energy metering benefits, savings credits, etc.
- F. Capture environmental benefits, such as reduced air emissions
- G. Use innovative financing arrangements over a 20-year contract term.

Qualified providers are encouraged to creatively structure a portfolio of projects that provide the greatest possible energy efficiency, renewable energy and operational and maintenance financial savings to the district.

The district is utilizing a comprehensive implementation process described and outlined in the State of Illinois Article 5-19b, School Energy Conservation and Savings Measures of the School Code (105 IL CS/5). It is the district’s intent to have a qualified provider prepare a comprehensive, strategic distributed energy resources solution to address the goals listed above.

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PART I. PROPOSAL CONTENT & FORMAT

Huntley CSD 158 (the District) requests proposals for the implementation of distributed energy resource measures, at Huntley CSD 158 on a performance contracting basis. The District's objectives in issuing this Request for Proposal are to provide a competitive means in which to select a single Qualified Provider to perform the implementation of a guaranteed savings contract. The contract shall follow the Illinois School Code and the following RFP format. Qualified Providers must submit four (4) copies of their proposals.

Proposals must be submitted in the format outlined in this section. For each proposal a checklist will be used in reviewing the proposal 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.

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. Project estimated costs and savings must be included in the summary.

C. Company Profile

This section should include the following information on the Qualified Provider.

1. Company Qualifications-with an emphasis on the experience of your project development team and financial capability to deliver the proposed project in a manner which maximizes the value to the District.
2. Location of Northern Illinois Office and Corporate Headquarters.
3. Resumes of all key project personnel. Include the name of the engineer(s) or engineering firm providing the design engineering for the project including their PE numbers as well as the PE numbers of all full time employees of the Qualified Provider who are professional engineers registered in the State of Illinois and who will be working on this project.
4. References - List five completed distributed energy resources guaranteed performance projects including photo-voltaic solar array installations which have at least one full year of project performance data, where similar solutions to those proposed for this project have been implemented within the last 5 years.
5. Litigation - List any projects with schools with which the Provider has entered into litigation or arbitration during the past 5 years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation will result in disqualification.

D. Technical Approach

Section D should contain the following information about the respondent's technical approach to meet the District's needs for distributed energy resources, operating cost reductions and comfort objectives.

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1. **Needs & Solutions:** Include a “Needs & Solutions” section explaining facility needs and solutions the Provider recommends for all proposed distributed energy resources. The qualified provider will perform an end-use analysis of the loads at all of the district’s facilities that are part of the scope of this project. The provider will estimate the potential reductions in those loads over the next 20 years due to energy efficiency measures which it is proposing as part of its distributed energy solution and/or those which are reasonably likely to be implemented later due to future technological innovations in technology over the next 20 years. It will also evaluate, in consultation with the district, any significant demographic changes to the student population, which could result in the consolidation of facilities and the reduction of future end-use loads. Careful evaluation of the summer loads of all project facilities will be required. In consultation with the utility company, evaluate the relative value of distributed energy resources to the utility system based on the location of the distributed energy resources.
2. **Scope of Work:** Improvements should be listed for any school and associated sites where the Provider identifies needs and appropriate solutions. The proposed solutions shall include the installation of a dashboard at each facility which displays information on the values (both financial and environmental) for equipment installed with the proposed solutions and other recently completed energy conservation measures.
3. **Documentation:** For any work where the provider will be providing estimated costs, provide the following documentation for the scope of work being proposed.
 - a. **Preliminary Drawings of Proposed Improvements Must Be Provided** (Failure to provide drawings may result in evaluation point deductions) where applicable
 - b. Separate from the drawings provide in Section D of the proposal an **Equipment/ Material Table providing: proposed manufacturer, type, model, size, and quantity for all equipment provided.** Where applicable
4. **Engineering Approach:** Describe your firm’s approach to the technical design of this project.
5. **Energy Engineering:** Provide a detailed explanation of how the Provider intends to measure and guarantee the performance of any proposed distributed energy resources (utility bill analysis, dedicated metering, periodic field measurements, modeling software, etc.). Provide distributed energy resource efficiency savings or production calculations. For production-based distributed energy resources, 12 percent will be the permitted maximum demand savings and the financial analysis of the economic benefits of that resource are to be calculated accordingly. Use an annual energy performance degradation rate of 0.5 percent for production distributed energy resources. For efficiency distributed energy resources, coincident peak demand savings must be calculated using an appropriate diversity factor.
6. **Contractor Selection:** Described the process that the Provider utilizes to obtain their contractors and what criteria will be used to make the contractor selections.
7. **Equipment Selection:** Described the process that the Provider utilizes to obtain the equipment to be used on the project and specifically what criteria will be used to make equipment selections.
8. **Installation Approach:** Describe how the Provider intends to implement the installation phase of the project in terms of approach in order to maximize the financial benefits from the project. Provide an estimate of the time required to deliver and implement all the proposed distributed energy resources and a discussion of how the proposed schedule may impact the cost of project financing or the eligibility of the project for utility rebates, renewable energy credits or other incentives.
9. **Commissioning: (4) Four Season Optimization:** Described in detail the commissioning processes that the Provider intends to utilize to commission the distributed energy resources. Provide actual documents for past

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projects where this same approach was utilized. Provide an estimate of the cost and method of commissioning the proposed project distributed energy resources.

10. **Performance Risk:** Provide a detailed discussion of the technical performance risks of any distributed energy resources proposed, including the impact of utility outages, weather, vandalism, equipment performance degradation over time, compliance with utility system requirements, lack of proper operation and maintenance, etc.
11. **Performance Assurance:** Describe in detail the performance assurance processes that the Provider intends to utilize to insure the proposed distributed energy resources operate at peak performance both at the completion of the installation phase and throughout the contract term. The proposed measurement and verification system to measure performance should provide maximum visibility to track distributed energy resources performance. Provide a detailed description of the cost and approach to measurement of annual project performance.
12. **Additional Information:** Supply any additional information about the Provider's technical approach to the project may be included in the proposal.

E. Financial Aspects

Section E should contain the financial components of the proposed work as identified below. The credibility and reasonableness of all of the financial estimates used to prepare the preliminary business case for the project to estimate the expected net present value of the project will be carefully reviewed.

1. **Pricing:** Describe in detail the process that the Provider intends to utilize to obtain the best distributed energy resource prices for the proposed project. Explain why this is the best approach.
 - a. Include the estimated cost and guaranteed savings amount for all proposed improvements for each facility.
 - b. Provide the pricing process for any future work including:
 - Estimated annual operation and maintenance costs for all distributed energy resources will be based on a detailed description of services to be provided over the 20-year term and an estimate of how those costs may either increase or decrease over the 20-year term.
 - For any distributed energy resources installed that have multi-year equipment warranties, an estimate of the labor costs required for warranty events over the 20-year contract term should be provided.
 - If tax incentives or equipment depreciation benefits are associated with any of the distributed energy resources proposed, provide an estimate of the net economic benefits under current tax law to the district.
 - Provide a detailed discussion of how the qualified provider determined the optimal economic size for the proposed distributed energy resource solution(s).
 - For any production-based distributed energy resource, provide an estimate of the costs of required local permits and interconnection requirements.
2. **Energy Savings:** Explain how the Provider intends to maximize the financial value of the distributed energy resources and the advantages to the Provider's approach. Document the sources of data to support any estimates of the value of applicable utility rebates, renewable energy credits, net energy metering benefits, etc. Discuss the uncertainty associated with any of these values and the potential impacts on the expected net present value of the project. Provide a sensitivity analysis based on the best available information for high

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medium and low values for these parameters. The financial analysis will not use blended energy rates; but will model the measures value based on the actual impact on utility bills paid by the district.

3. **Cash Flow Assumptions to be used for your Proposal:** For purposes of modeling project cash flow, the annual escalation rate for utility costs, energy provided from a distributed energy resource, and operation and maintenance costs will be 2 percent. For purposes of financing distributed energy resources, use 3.5 percent as the interest rate in the cashflow. Use a 5% discount rate to value cash flows over time. For purposes of the cash flow, use a 20-year project analysis period. Also provide a 25-year estimate of net project benefits as a supplement. Provide expected net present values of the project based on a 20-year analysis period and a 25-year analysis period. Any proposed distributed energy resource equipment must qualify for utility rebates or other available renewable energy credits (, e.g., smart inverter standard IEEE 1547; for meters, ANSI C 12 certification).

4. Energy Savings Results

- i. Provide information regarding annual financial savings and what the district should expect. Detail how the report is generated. Include any information with regards to cost and timing of the report.
- ii. Shortfalls
 1. The Provider must include a summary of five similar projects with guaranteed performance and provide performance results for at least one full year. Also please identify any similar projects completed within the last five years that did not meet their annual performance guarantee with an explanation for the shortfall.
- b. **Project Funding:** Project funding approach will be selected based upon the best value to the District based on the expected value the net present value of the project.

F. Implementation Plan

1. Include in your proposal an implementation plan timetable with dates describing how the qualified provider intends to execute the project.
2. Describe in detail your approach to project management for this distributed energy resources project.
3. Describe your proposed staffing plan identifying key project management personnel and key subcontractors if you intend to rely on them for project delivery.

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PART II. 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 proposal score 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 Provider offering the best value proposal. The best value proposal will be the proposal with the highest score based on **100** total points.

A. Ability of the team to successfully implement Program (30 points)

1. Track record of the Provider for successfully implementing guaranteed savings projects with measured performance with scopes of work similar to those being considered for this project.
2. Experience of the people responsible for implementing the proposed project. This includes in-house engineers and technicians responsible for designing and commissioning of the project.
3. References of the company and people responsible for implementing the project.

B. Technical Approach (30 points)

1. Refer to section I-D for criteria

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

C. Financial Consideration & Net Economic Value (30 points)

1. Refer to section I-E for net economic value criteria
2. Financial soundness and stability of the provider
3. Demonstrated ability to facilitate project financing
4. Adequate project bonding capability

D. Implementation Plan (10 points)

Demonstrated ability to effectively manage project implementation and complete similar projects on schedule

1. Clear assignment of specific project tasks to specific individuals.

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PART III: Contract Terms and Conditions

The minimum contract terms and conditions District will accept from the selected Qualified Provider include:

1. Technical Requirements

Standards of Comfort and Service. The Qualified Provider will be responsible for maintaining the levels of comfort and service for each building as specified by the District. See Attachment A.

Professional Engineer Involvement. As a part of the Energy Savings Project price, the Qualified Provider will provide an Architect or Professional Engineer licensed in the State of Illinois who shall, at a minimum:

- Review and approve design of energy conservation measures under this contract
- Process all building permits necessary for the project
- Review of all commissioning efforts as outlined below here-in
- Process all occupancy permits necessary for the project
- Review and approve the Qualified Provider's annual audit of energy savings under this contract during the payback period

As a part of the Guaranteed Energy Savings Contract, the Qualified Provider's Professional Engineer providing the services listed above shall also gain consensus on designs with the School District's Architect of record. The School District's Architect of Record's time will be funded by the School District for the outlined service.

Guaranteed Savings District requires a minimum annual guaranteed level of savings approach to the project. The Qualified Provider, as a part of the proposed savings guarantee calculation shall include all engineering and technical services costs associated with the Design, Construction Administration, Permit processing (Building and Occupancy), Commissioning and Annual Audit requirements of the Guaranteed Energy Savings project. If the project does not generate the guaranteed level of savings in any given year, the Qualified Provider will be responsible for reimbursing the District the amount of any shortfall by payment to be delivered to the District during the District's Fiscal Year associated with the shortfall.

Construction Management The Qualified Provider will be required to work with current facilities management personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. The District requires a full time on-site Construction Superintendent during the construction. No equipment or other improvements will be installed that would require District to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be retained by the District, but at their discretion they can negotiate for maintenance services with the selected Qualified Provider.

Commissioning The Qualified Provider will be required to commission all new equipment, building systems and control programs installed as a part of the project. Commission shall include:

- factory start-up of all new equipment whenever available from the manufacturer of said equipment
- testing and balancing of water and air flow systems by a TABB or NEBB certified balancer
- functional performance testing of all new control systems and reprogrammed control systems
- delivery of written documentation of all above referenced commissioning efforts to the District with documentation or review and acceptance by the Qualified Provider's Architect or Professional Engineer.

O & M Manuals At least two hard copies and one electronic (pdf) version of the operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Completeness of delivered manuals are subject to approval of District.

As-Built Drawings Where applicable, Qualified Provider must provide two (2) hard copies and one electronic (pdf) version of "as built" and record drawings (or such electronic equivalents as may be agreed to with District) of all

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existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed installation.

Follow-up Maintenance, Monitoring and Training Services The Qualified Provider will be responsible for measurement and verification of implemented measures to ensure optimal performance as well as for ongoing training, however, District has the option to negotiate the extent of any contracted on-going maintenance service contract.

District Energy Improvement Project ESCOE. District reserves the right to make energy and water improvements to the facility and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

2. Minimum Contract Provisions

Proposal Submissions The contents of the Qualified Provider's RFP submission will become part of any final agreement between District and the Qualified Provider.

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

District Inspection District retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of the Qualified Provider and/or its subcontractors. District will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation.

Final Approval of District District 158 retains final approval over the scope of work and all end-use conditions.

Ownership of Drawings, Reports and Materials All drawings, reports and materials prepared by the Qualified Provider specifically in performance of this contract shall become the property of District and will be delivered to District as needed, requested or upon completion of construction.

Compliance All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workman-like manner and be in compliance with all District regulations relative to the premises. The Qualified Provider and its subcontractors will be responsible for coordinating acquisition of any and all required permits with the District's Architect of Record (in a pier review format), consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract. The Qualified Provider shall gain acceptance of all design work product by the District's Architect of Record for District assurances that the Work is in accordance with sound engineering and safety practices, and in compliance with all District rules relative to the premises.

Handling of Hazardous Materials All work completed under this contract must be managed by the Qualified Provider in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project.

Methodology to Adjust for Material Changes The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

Hiring and Wage Requirements The Qualified Provider will comply with all requirements for the payment of

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prevailing wages and minority and women-owned business enterprises. Qualified Provider's Subcontractors must comply with background screenings and the local prevailing wage rates as established by the Illinois Department of Labor. Qualified Provider's subcontractors are required to pay no less than the prevailing wage for all laborers, workers and mechanics performing work under contract with Huntley Community School District 158. Also, it is required that the contractor shall provide assurance such as with a bond or letter containing a statement that will guarantee faithful performance in regard to the prevailing wage law. Enclosed is a form letter which if signed, notarized, and returned with your proposal will satisfy this requirement. Qualified Providers who award portions of their work to subcontractors shall provide it's subcontractors with such a written statement as well.

All Qualified Provider's subcontractors performing construction work for School District 158 must comply with the requirements of House Bill 188 Prevailing Wage Payroll Reporting (820 ILCS 130/5) which requires all Qualified Providers and it's subcontractors participating on public works projects must submit monthly a certified payroll to the School District.

According to the Directive from the Office of the Attorney General of the State of Illinois in a letter dated 12-18-08 regarding the Illinois Prevailing Wage Act ("Act"), 820 ILCS section 130/0.01, et seq.

Payment of Prevailing Wage

All laborers, workers and mechanics employed by or on behalf of School District 158 in the construction of public works must be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed. See 820 ILCS § 130/3.

The Illinois Department of Labor publishes the current prevailing wage rate. The link for the published rates in McHenry County is:

<http://www.co.mchenry.il.us/common/countyDpt/Purchase/proposals/prevwage/PrevWage.htm>.

A copy of this list of prevailing wages will be forwarded to prospective contractor upon request.

Record-Keeping Responsibilities

All Qualified Provider's subcontractors who work for Huntley Community School District 158 on public works construction projects must create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS § 130/5(a)(1).

These records must include each worker's name, address, telephone number (if available), social security number, classification(s) hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by Huntley Community School District 158's agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS § 130/5(a) (1), (b).

Certified Payroll Records

A contractor or subcontractor participating in a public works project for Huntley Community School District 158 must also submit a Certified Payroll report to **Huntley Community School District 158** every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS §130/5(a)(2).

The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS § 130/5 (a)(2).

Subcontractor Approval District retains the right to approve any Qualified Provider selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at

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least three weeks in advance of subcontractor scheduled start date.

Payment Verification

Prior to final acceptance of all energy conservation measures by the District, the Qualified Provider shall provide Waivers of Lien from prime contractor, prime contractor's supplier(s), subcontractor(s), and subcontractors' supplier(s) as verification of payment in full for services rendered. The Qualified Provider shall maintain a naming of all primary suppliers and contractors involved in the project along with a schedule of values during the project and must furnish a copy of the list to the School District at the commencement of the projects and maintain a updated copy on file with the District. All final waivers must state "Paid in Full" in place of a dollar amount. Final payment will not be released until final waivers marked "Paid in Full" are submitted for all subcontractors, suppliers and prime contractor. All waivers must be accompanied by a sworn statement listing subcontractors and suppliers, the amounts of their contract and the amounts requested.

Criminal Background Check Requirements

Qualified Provider agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all employees or applicants who may have direct contract with employees shall be required to furnish a written "Authorization for Criminal Background Information" on forms provided by the district authorizing the Board of Education to request a criminal background investigation of said person pursuant to Section 10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Qualified Provider further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

Qualified Provider further represents, warrants and certifies that no employee or applicant with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database shall be employed thereby in any position that involves or may involve contact with the students of the school district.

Insurance Requirements Prior to the commencement of work, the Qualified Provider must provide evidence of insurance for both the construction and operations phases of the project. By submitting a proposal, each Qualified Provider agrees to furnish and maintain, at its own expense, insurance covering all operations under the contract, whether performed by Qualified Provider or by its subcontractors, if any, including, without limitation, workers' compensation insurance, employers' liability insurance and commercial general liability insurance. All insurers shall be licensed by the State of Illinois and rated A-Vu or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to the School District. At any time following contract award, the Qualified Provider shall submit to the School District certificates of insurance satisfactory of insurance coverage or its policies upon request of the School District. The Qualified Provider shall have its general liability insurance endorsed to provide that the School District, a body politic and corporate, and its Board members, employees, agents, officers, officials and any other entity as may be designated by the School District, are listed as "ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS" - on a primary basis, without recourse or right of contribution. The

Qualified Provider shall require its insurer(s) to submit insurance certificate(s) naming the District as certificate holder and evidencing coverage maintained by the Qualified Provider indicating that (1) the School District, and its Board members, employees, agents, officers, officials, and such other parties as may be designated by the School District are additional insureds on the general liability insurance and (2) the insurer will provide sixty (60) days prior written notice of a material change, cancellation, or non-renewal to the Superintendent of the School District. The Qualified Provider shall require any subcontractors under the contract to maintain comparable insurance which shall name the Qualified Provider, the School District inclusive of its Board members, employees, agents, officers, officials and any other entity designated by the School District as *Additional Insureds*. The

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Qualified Provider will maintain a file of sub-contractors insurance certificates evidencing compliance with these requirements. The minimum insurance limits which the Qualified Provider and it's subcontractors shall provide as a part of this proposal are outlined in Attachment B.

Preservation of District Amenities The Qualified Provider, in performance of the energy conservation measures (ECM's), shall provide for preservation of all District amenities in condition as fund prior to the commencement the ECM's. Any costs associated with restorative measures required to meet this requirement shall be included in te agreed cost for the ECM's.

Annual Reconciliation Project savings will be verified and reconciled on an annual basis. Qualified Provider will provide timely monthly savings reports to District, unless otherwise agreed to by the parties. The savings in energy and operating costs are guaranteed to cover the cost of the program as required by 105 ISC 5/19b. The savings calculations shall be accepted by an Architect or Professional Engineer with an active license in Illinois. The Performance Contractor shall provide for an Annual Audit to demonstrate the actual the energy savings performance of the District during the Payback period as a part of the Contract. This annual audit shall be provided by the Qualified Provider's Architect or Professional Engineer with an active license in Illinois.

Contract Term No contract (i.e. payback period for guaranteed energy savings improvements) shall exceed 10 years in duration and may be subject to annual appropriations.

Contract Terms and Conditions The District will utilize the contract terms and conditions included in Attachment 'D' with no exceptions.

Dispute Resolution The contract will contain an Alternative Dispute Resolution provision.

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PART IV Instructions to Proposers

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead District, may be used as grounds to find the proposing Qualified Provider ineligible.

PROPOSAL SUBMITTAL INFORMATION

Qualified Providers who wish to have proposals considered by District must submit ten (10) copies of Part IV-A (Qualified Provider Profile Form) and Part IV-B (Qualified Provider Proposal and Approach to Project)

All proposals shall be sealed and received in the following office no later than April 9, 2018 by 10:00 am CST:

The Office of the Superintendent of Schools
Dr. Brad Hawk
Huntley Community School District #158
650 Academic Drive
Algonquin, IL 60102

Responses will be opened at the date and time listed in the timeline at the District Administration office.

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PART IV-A: Qualified Provider Profile Form and Qualifications

Each Qualified Provider is required to fully answer all questions in each category listed below. Provide responses on 8 ½ " x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 10 point. All pages in your response should be numbered sequentially. Qualified Providers must also include a table of contents which indicates the section and page numbers corresponding to the information included.

All questions must be addressed by the Qualified Provider in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by District as grounds to find the Qualified Provider ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

A-1 Firm Name _____

Business Address _____

City _____ State _____

County _____ Zip Code _____

A-2 Names and Titles of Two Contact People

1) _____ Phone (_____) _____

2) _____ Phone (_____) _____

A-3 Submittal is for:

- Parent Company (List any Division or Branch Offices to be involved in this project)
- Division (attach separate list if more than one is to be included)
- Subsidiary
- Branch Office

Name of Entity: _____

Address: _____

A-4 Type of Firm:

- Corporation
- Partnership
- Sole Ownership
- Joint Venture

A-5 Federal Employer Identification Number _____

A-6 Year Firm was Established _____

A-7 Name and Address of Parent Company: (if applicable) _____

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A-8 Minority Business Information (If applicable to your agency's policies or requirements)

Recognized MWBE. Is your firm a recognized Minority or Woman-owned Business Enterprise **Category.** If yes, please indicate the appropriate category.

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> American Indian | <input type="checkbox"/> Spanish |
| <input type="checkbox"/> Asian-American | <input type="checkbox"/> Surname |
| <input type="checkbox"/> African-American | <input type="checkbox"/> Woman-Owned |
| | <input type="checkbox"/> Other |

Certifying Agencies. If yes, indicate which jurisdictions or certifying agencies recognize your firm's MWBE status.

Accommodation. If no, please summarize how you will accommodate MWBE **preferences.**

A-9 Five Year Summary of Contract Values for Energy Performance Contracting Projects where your firm was the prime contractor with a first party written savings guarantee to the District: (Note: If you are a branch office of a larger firm indicate only those contract values associated with that specific branch.)

2017: \$ _____
2016: \$ _____
2015: \$ _____
2014: \$ _____
2013: \$ _____

A-10 Corporate Background/Historical Data

- How many years has your firm been in business under its present business name?
- Please identify all states in which your firm is legally qualified to do business.
- Indicate all other names by which your organization has been known and the length of time known by each name.
- Certify that your company does not owe the state of Illinois any taxes.
- Certify that your company is not currently under suspension or debarment by the state of Illinois, any other state, or the federal government.
- Identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.
- Include an annual financial report for the Qualified Provider which includes the following information
 - Qualified Provider's Standard & Poor's and Moody's credit ratings and provide supporting documentation.
 - Qualified Provider's latest cash on balance sheet
 - Qualified Provider's net assets
 - Qualified Provider's revenue as a percentage of the following:

Equipment manufacturing	_____ %
Service and maintenance	_____ %
Guaranteed energy project	_____ %
Proposal and spec	_____ %
Other	_____ %

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A-11 Technical Qualifications And Personnel Information

Indicate the number of all guaranteed energy savings contracting projects currently under contract with your firm. **Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office, or any individual in such branch, division or office who will be specifically assigned to this project.** Indicate the installed project cost value, and identify all project currently in repayment. Attach additional sheets as necessary.

Using the format provided below, briefly describe the relevant experience, qualifications and educational background for **ONLY** those **PRIMARY** team members (no more than 10 individuals) **who will directly be working on this project. Do not include individual resumes.**

Name of Project Team Member:	
Current Job Title: Job responsibilities: Number of years with Qualified Provider: Primary Office Location:	
Employment History Company Name: Primary job responsibilities: Number of years with firm:	
Educational Background List all academic degrees, certifications, professional affiliations, relevant publications and technical training.	
List all energy performance contracting projects this individual has been involved with during past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

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A-12 Energy Performance Contracting Project History And Client References

Using the form on the following page, list at least five (5) energy performance contracting projects in repayment by and currently under contract with your firm. **Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to this project.** Attach additional sheets as necessary. Please put an asterisk by those project references involving projects with measures and buildings similar to those proposed for this project.

PROJECT HISTORY AND CLIENT REFERENCE FORM

All information requested is required.

Project Name and Location Number of Buildings Primary Use Total square footage	
Project Dollar Amount (installed project costs) Source of Project Financing	
Primary ECMs Installed Qualified Provider Services Provided	
Construction Start & End Dates	
Contract Start & End Dates	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	
Provide CURRENT and ACCURATE telephone and FAX numbers of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	
Describe the specific roles and responsibilities of Qualified Provider personnel associated with the identified project, limiting your response to only those personnel who will be directly involved in District's project.	
Qualified Provider Notes or Comments	

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PART IV-B: Qualified Provider Approach to Project

PROJECT MANAGEMENT

B-1 Project Summary (not to exceed 2 pages)

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

B-2 Training Provisions

Describe your firm's proposed approach to providing technical training for facility personnel. Indicate the proposed number of personnel to be trained and the type and frequency of training to be provided for the duration of the contract. Indicate how your firm will address any turnover of key facility personnel as it relates to project performance.

B-3 Project Financing

Describe your firm's preferred approach to providing or arranging financing for this project. Describe the structure of the financing arrangement including projected interest rate, financing term, repayment schedule, equipment ownership, security interest required, the responsibilities/liabilities of each party, and any special terms and conditions that may be associated with the financing of this project. Describe how construction will be financed.

B-4 Cost of Detailed Facility Assessment

The Provider of the proposal shall be responsible for the cost of delivery of the proposal to the District and the final engineering services if no contract is negotiated.

B-5 Energy Baseline Calculation Methodology

Describe the methods you expect to use to compute baseline energy use for this project. Describe any computerized modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

B-6 Procedure for Calculating Energy and Cost Savings

Please summarize procedures, formulas and methodologies including any special metering or equipment, your firm will use to measure and calculate energy savings for this project. Indicate how your firm identifies, documents and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified.

B-7 Construction Management

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.

B-8 Approach to Equipment Maintenance

Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project. Address how you would approach the role of District's personnel in performing maintenance on the new and existing and equipment. Discuss the relationship of maintenance services to the savings guarantee, any required duration of the maintenance agreement, and what impact termination of

B-9 Technical Approach/Scope of Work

Include the following information about the respondent's technical approach to meeting the school district's comfort; energy efficiency & operating cost reduction objectives:

1. List of specific innovative solutions and conservation measures the respondent proposes to implement in each of the buildings.
2. Include section explaining each of the innovative solutions and conservation measures in some level of detail.

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3. Additional information about the respondent's technical approach to the project may be included in this section.
4. Proposals must include a preliminary schedule indicating how the project will be completed in 2015 without disruption to the primary mission of the District including School Day, Extra-Curricular, and Summer School activities. The district would also like 25% of the interior lighting upgrades completed by June 30, 2015. Please address how this will be accomplished as part of your project schedule.

B-10 Additional Information about projected Cost Savings

The proposal should contain the following additional information about the financial terms of the proposed transaction.

1. Pricing for Baseline opportunities and any additional voluntary alternates. Information about the Qualified Provider's projections as to total annual savings, payments to the respondent, and the net benefit to the District from the proposed transaction (cash flow analysis).
2. Information about the Qualified Provider's projections as to anticipated alternative funding mechanism such as Federal, State, and/or Local Grants, Incentives, and/or Rebates which is a part of their proposal. The estimated savings calculations provided shall clearly define each individual opportunity.
3. A description of important, optional financial terms should be included in the proposal. This section must include:
 - a) Type and source of financing
 - b) Interest rate (including any associated annual fees)
 - c) The frequency of these payments
 - d) The term of the proposed agreement
 - e) Any other terms or information relevant to the financial aspects of the proposed transactions

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PART V: Index of Attached References Documents

- A. Consolidated District 158 Operational Standards for HVAC systems.
- B. Minimum Insurance Requirements
- C. Facilities Inventory
- D. Contract Form
- E. School Bell Times
- F. School Population Chart

DOCUMENTS POSTED ON THE DISTRICT 158 WEBSITE IN THE BUSINESS OPPORTUNITIES SECTION FOR REFERENCE BY INTERESTED PROPOSAL PROVIDERS

PART VI: Index of Available Electronic Documents with Base Line Data

Documents posted on the District 158 website in the Business Opportunities Section for Reference by Interested, Qualified providers.

- A. Floor plans of District 158 Facilities
- B. One year of electric bills for each building
- C. One year of gas bills for each building
- D. Interval Data on ComEd accounts
- E. Preliminary Proposals received prior to development of this proposal
- F. Satellite property maps with available ground mount installation locations
- G. Latest available demographic studies of School District 158

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Attachment A

Consolidated District 158 Operational Standards for HVAC systems

HEATING/COOLING SEASON TEMPERATURE SETTINGS

The following temperature set point targets are maintained in all District 158 facilities.

Space Type	Operating Temperature Range (Degrees Fahrenheit)	
	Heating Season	Cooling
Classrooms, offices, special use & multipurpose rooms	70 to 72	74 to 76
Gymnasiums	70 to 72	79 to 81
Unoccupied periods Setback all spaces	65	80 where BAS programmed

VENTILATION SYSTEM OPERATING SCHEDULES

As a cost saving measure all ventilation systems will be scheduled to operate on the following scheduled hours on school.

All buildings have an active optimum start program.

Special Notes:

- 1 Occupied End Time is 90 minutes after last bell time for all locations.
- 2 All Elementary Schools have one zone which services Park District's before and after school programs which has occupied start time of 6 am and occupied end time of 6:30 pm

Locations	Occupied Start Time
Huntley High School	4:30 am
Leggee Elementary School	8:00 am
Marlowe Middle School	7:00 am
Martin Elementary School	7:30 am
Chesak Elementary School	8:00 am
Heinemann Middle School	7:00 am
Conley Elementary School	8:00 am
Mackeben Elementary School	8:00 am

Special events as needed.

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Attachment B

Insurance Requirements For Qualified Provider and It's Designers

The Qualified Provider who is awarded the work shall provide an insurance certificate which meets or exceeds the listed requirements as a part of the stated costs in the Guaranteed Energy Savings Contract. The Qualified Provider and it's subcontractors shall maintain this minimum level of insurance coverage throughout the term of the project.

- A. School District 158 will only accept carriers on the contractor's Certificate of Insurance that have an A.M. Best's rating of no lower than A-7.
- B. The successful bidder shall expressly bind himself/herself to defend and save the District harmless from all suits or actions of every name and description including Scaffolding Act Liability. Successful bidder shall carry insurance, in company or companies acceptable to the District, for Worker's Compensation, Commercial General Liability, and Automobile liability.
- C. Each bidder shall submit as part of the bid, a certification of insurance in force to meet the above specifications. That certificate shall name HUNTLEY COMMUNITY SCHOOL DISTRICT 158 as an additional insured and shall state that all insurance listed above is primary. HUNTLEY COMMUNITY SCHOOL DISTRICT 158 shall be notified 30 days prior to any material change in the insurance.
- D. **Workman's Compensation - Statutory**
 - e.l. - each occurrence \$1,000,000
 - e.l. - disease -each employee \$1,000,000
 - e.l. - disease - policy limit \$1,000,000
- E. **Comprehensive General Liability Insurance:** The successful bidder shall maintain at all times during the contract Comprehensive Liability Insurance (including Broad Form Property Damage) with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 aggregate.
- F. **Comprehensive Auto Liability Insurance:** The successful bidder shall maintain at all times during the contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
- G. **Excess Liability:** An umbrella policy is required with minimum lists of \$5,000,000 per occurrence (*see Notes at end of document for variations in this limit for different forms of contracted services*) and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.
- H. **Owned/Rented Equipment Insurance:** The Contractor shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor; Contractor shall require same coverage of Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate District 158, or their agents and employees for any losses of owned or rented requirement. It is expressly understood and agreed that District 158 shall have no responsibility therefore, the Contractor secures such insurance the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against District 158 or their agents."
- I. **Contractor's Obligation:** The procuring of the insurance required under this Contract shall be considered solely as securing Contractor's obligation or liabilities assumed under the Contract. Contractor shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Contractor is approved by District 158.

There will be no "Waivers of Subrogation" permitted on the insurance policy or contract between DISTRICT 158 and the contractor. A copy of the Certificate of Insurance shall be furnished to the Director of Operations and Maintenance before the work begins.

SPECIAL NOTES

1. The excess liability insurance limits required in Section F above shall be adjusted as follows:
 - a. Architects', Engineers' and Construction Managers' excess liability umbrella can be limited to \$3,000,000.
 - b. Contractors with small contractors can carry excess liability, umbrella insurance limits of \$3,000,000
 - c. Contractors with large contractors; \$1,000,000 plus should carry excess liability umbrella coverage of \$10,000,000 minimum
2. Consultants including architects, engineers, and construction managers shall also have insurance coverage listed on their policies to the District which include Errors and Omissions (i.e. Professional Liability Insurance) with minimum limit of coverage of \$1,000,000 per occurrence/claims-made.

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ATTACHMENT C
Facilities Inventory

Campus/Building	Year	Square Footage by Addition	Square Footage by Building
Harmony Road Campus			
Huntley High School	1996/2000	167,000	
	2002 Addition	193,388	
	14.15	102,356	462,744
Leggee Elementary	2000/2001	105,317	120,083
	2003 Addition	14,766	
Reed Road Campus			
Marlowe Middle School	2005	130,579	200,379
	2007 Addition	69,800	
Chesak Elementary	2000/2001/2002	134,651	158,907
	2003 Addition	24,256	
Martin Elementary	2002	148,286	148,286
Square Barn Rd. Campus			
Heineman Middle School	2005	130,579	130,579
Mackeben School	2005	120,192	120,192
Conley School	2005	120,192	120,192
Transportation/Administration	2004	66,746	66,746
Grand Total			1,528,108

ATTACHMENT D
Contract Form

Following is the contract form which the proposal provider agrees to enter by submission of a proposal.

ESCOE AGREEMENT

CUSTOMER NAME:
DATE OF SUBMISSION:

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Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1 GENERAL PROVISIONS

- 1.1** This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") is made this day of _____, 2018 (the "Effective Date") by and between ESCOE ("ESCOE"), a (State) Corporation, with a principal place of business at (Address), and Board of Education of Huntley Community School District 158 ("CUSTOMER") with a principal place of business at 650 Academic Dr., Algonquin, IL 60102, (collectively the "Parties").
- 1.2** EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and ESCOE and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and ESCOE. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.
- 1.3** As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by ESCOE to fulfill ESCOE's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than ESCOE.
- 1.4** The Project is the total construction of which the Work performed by ESCOE under this Agreement may be the whole or a part.
- 1.5** The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.
- 1.6** Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2 ESCOE'S RESPONSIBILITIES

2.1 ESCOE Services

- 2.1.1** ESCOE shall be responsible for construction of the Project.
- 2.1.2** ESCOE will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

2.2 Responsibilities with Respect to the Work

- 2.2.1** ESCOE will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.
- 2.2.2** ESCOE shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If ESCOE damages property not needed for the Work, ESCOE shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, ESCOE shall remove waste material supplied by ESCOE under this Agreement as well as all its tools, construction equipment, machinery and surplus material. ESCOE shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, ESCOE shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.
- 2.2.3** ESCOE shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that ESCOE shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

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- 2.2.4** ESCOE shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that ESCOE shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with ESCOE, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of ESCOE for the elimination or abatement of any such health or safety hazards at the site of the work.
- 2.2.5** ESCOE shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor to all laborers, workers, and mechanics performing work under this Agreement.
- 2.2.6** ESCOE shall, at its sole cost and expense, conduct criminal background checks for all employees prior to the commencement of any Work hereunder for all employees that will be working on site. ESCOE shall require its subcontractors to conduct criminal background checks for said subcontractor's employees that are working on site. ESCOE agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background check has not been conducted pursuant hereto, and further represents and agrees that all employees or applicants who may have direct contact with employees shall be required to furnish a written "Authorization for Criminal Background Information" on forms provided by CUSTOMER authorizing ESCOE to request a criminal background investigation of said person pursuant to Section 10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. ESCOE further agrees to submit with said authorization a request for any costs and expenses associated with the criminal background investigation. ESCOE further represents, warrants and certifies that no employee with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database, shall be employed thereby in any position that involves or may involve contact with the students of the district.
- 2.2.7** ESCOE shall comply with the provisions of the Employment of Illinois Workers on Public Works Act.

2.3 Patent Indemnity

- 2.3.1** ESCOE shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by ESCOE, provided that:
1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by ESCOE hereunder;
 2. CUSTOMER gives ESCOE immediate notice in writing of any such suit and permits ESCOE, through counsel of its choice, to answer the charge of infringement and defend such suit; and
 3. CUSTOMER gives ESCOE all needed information, assistance and authority, at ESCOE's expense, to enable ESCOE to defend such suit.
- 2.3.2** If such a suit has occurred, or in ESCOE's opinion is likely to occur, ESCOE may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.
- 2.3.3** In the case of a final award of damages in any such suit, ESCOE will pay such award. ESCOE shall not, however, be responsible for any settlement made without its written consent.
- 2.3.4** This article states ESCOE's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by ESCOE hereunder. In no event shall ESCOE be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

- 2.4.1** ESCOE warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. ESCOE hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by ESCOE or with ESCOE's written permission, and provided that after delivery such equipment or materials have not been subjected by non-ESCOE personnel to accident, neglect, misuse, or use in violation of any instructions supplied by ESCOE. ESCOE's sole

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liability hereunder shall be to repair promptly or replace defective equipment or materials, at CUSTOMER'S option and at ESCOE's expense. Any defect on work or materials shall be replaced or corrected to the satisfaction of the customer within fourteen (14) days upon notification by customer at no cost to customer. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of ESCOE for any breach of any warranty related to the equipment and materials furnished by ESCOE pursuant to this Agreement.

- 2.4.2** In addition to the warranty set forth in Section 2.4.1 above, ESCOE shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by ESCOE and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.
- 2.4.3** The warranties set forth herein are exclusive, and ESCOE expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. ESCOE shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.
- 2.4.4** ESCOE's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by ESCOE, improper or insufficient maintenance, if required by manufacturer, or improper operation.

2.5 Hazardous Materials

- 2.5.1** ESCOE and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, ESCOE shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. ESCOE shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.
- 2.5.2** To the extent permitted by law CUSTOMER shall indemnify, defend, and hold ESCOE and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of ESCOE or its agents.
- 2.5.3** Unless prior to the execution of this Agreement, ESCOE received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to ESCOE that CUSTOMER is not aware of any Hazardous Materials present at the site.
- 2.5.4** If the structure(s) where the Contract Work is to be performed was built before 1978, CUSTOMER understands that it may contain lead paint. CUSTOMER also understands that the only way to know whether lead paint is present is to have one or more paint samples in the work area tested. CUSTOMER authorizes, upon request of ESCOE, those tests to be done by ESCOE and agrees to pay ESCOE for the costs of those tests, in addition to the Contract Price. Alternatively, as a condition of accepting this Contract, CUSTOMER agrees to provide ESCOE with documentation demonstrating, to ESCOE's reasonable satisfaction, that:
- (1) the areas where the Contract Work is to be performed has been tested and determined to be lead free by a certified risk assessor, certified lead inspector or certified renovator;
 - (2) the areas where the Contract Work is to be performed is paint free; and/or
 - (3) the areas where the Contract Work is to be performed were built after 1977.
- 2.5.5** ESCOE shall indemnify, defend, and hold CUSTOMER and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by ESCOE concerning any Hazardous Materials that were brought to the project site by ESCOE or its subcontractors.

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ARTICLE 3 CUSTOMER'S RESPONSIBILITIES

- 3.1** CUSTOMER shall provide ESCOE full information regarding the requirements for the Work.
- 3.2** CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.
- 3.3** CUSTOMER shall furnish to ESCOE all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.
- 3.4** CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.
- 3.5** If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to ESCOE, however, the CUSTOMER's failure to give timely notice within (14) days of the date of discovery of the defect in the work shall not relieve ESCOE of its responsibilities under Section 2.4 WARRANTIES AND COMPLETION of this AGREEMENT.
- 3.6** The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and ESCOE shall be entitled to rely upon the accuracy and the completeness thereof.
- 3.7** Prior to the commencement of the Work and at such future times as ESCOE shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to ESCOE that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, ESCOE is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, ESCOE may stop work upon fifteen (15) days notice to CUSTOMER. The failure of ESCOE to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of ESCOE's right to request or insist that such evidence be provided at a later date.
- 3.8** CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where ESCOE will perform services and/or perform the Work. CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where ESCOE will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall notify ESCOE of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by ESCOE or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond ESCOE's reasonable control and ESCOE shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense. To the fullest extent allowed by law, customer shall indemnify and hold ESCOE harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a hazardous substance at a site, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides ESCOE advance notice of the existence or occurrence and regardless of when the hazardous substance or occurrence is discovered or occurs. Nothing in this section shall be construed to require that customer indemnify and hold harmless ESCOE from claims and costs resulting from the negligent use by ESCOE of any hazardous substance brought to the site by ESCOE (and customer acknowledges that ESCOE may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as hazardous).
- 3.9** In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on ESCOE's net income.
- 3.10** ESCOE shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

ARTICLE 4 SUBCONTRACTS

- 4.1** At its option, ESCOE may subcontract some or all of the Work subject to the District's approval of all subcontractors. Approval will not be unreasonably withheld. Names and qualifications of subcontractors must be submitted at least three weeks in advance of subcontractor scheduled start date, unless otherwise agreed by the parties.

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- 4.2** A Subcontractor is a person or entity who has a direct contract with ESCOE to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.
- 4.3** For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. ESCOE shall be responsible for the management of its Subcontractors in their performance of their Work.
- 4.4** CUSTOMER shall not hire any of ESCOE's Subcontractors without the prior written approval of ESCOE.

ARTICLE 5 INSTALLATION AND ACCEPTANCE

- 5.1** The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.
- 5.2** If ESCOE is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond ESCOE's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof.
- 5.3** ESCOE shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and ESCOE (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by ESCOE identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by ESCOE, unless CUSTOMER provides ESCOE with a written statement identifying specific material performance deficiencies that it wishes ESCOE to correct. ESCOE will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by ESCOE pursuant to the Installation Schedule.
- 5.4 Payment Verification** Prior to final acceptance of all energy conservation measures by the District, ESCOE shall provide Waivers of Lien as verification of payment in full for services rendered. ESCOE shall provide a schedule of values during the project. All final waivers must state "Paid in Full" in place of a dollar amount. Final payment will not be released until final waivers marked "Paid in Full" are submitted.

ARTICLE 6 PRICE AND PAYMENT

6.1 Price

- 6.1.1** The price for the Work is \$ _____ (*written*) Dollars (\$ _____ (*numbers*)), subject to the adjustments set forth in Articles 5 and 7.
- 6.1.2** The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any future changes after commencement of the work in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle ESCOE to an equitable adjustment in the price and schedule.
- 6.1.3** The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.
- 6.1.4** The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.
- 6.1.5** If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, ESCOE shall be entitled to add such premium or overtime pay to the Contract Price, plus ESCOE's overhead and profit, subject to the review and approval of CUSTOMER.
- 6.1.6** The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests ESCOE to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus ESCOE's overhead and profit, shall be added to the Contract Price.

6.2 Payment

- 6.2.1** Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to ESCOE the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net forty five (45) days of invoice date.
- 6.2.2** Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly or the maximum amount permissible by law whichever is less. In the event that Customer failed to pay ESCOE any sums due, Customer shall pay ESCOE all attorney's fees incurred by ESCOE in collecting amounts owed to ESCOE under

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this Agreement. If a progress payment is not paid by the due date, ESCOE reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of ESCOE' costs of shutdown, delay and startup and, in such event, ESCOE will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. ESCOE reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

ARTICLE 7 CHANGES IN THE PROJECT

- 7.1** A Change Order is a written order signed by CUSTOMER and ESCOE authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.
- 7.2** CUSTOMER may request ESCOE to submit proposals for changes in the Work. .
- 7.3 Claims for Concealed or Unknown Conditions** The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include ESCOE's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.
- 7.4** If ESCOE wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within fourteen days (14) after the occurrence of the event giving rise to such claim. This notice shall be given by ESCOE before proceeding to execute the Work, upon approval by CUSTOMER to proposal of work except in an emergency endangering life or property, in which case ESCOE shall have the authority to act, in it's discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a fourteen days (14) after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within fourteen days (14) after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and ESCOE cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.
- 7.5 Emergencies** In any emergency affecting the safety of persons or property, ESCOE shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by ESCOE on account of emergency work shall be determined as provided in Section 7.4.
- 7.6 Minor Changes** ESCOE shall, with CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

ARTICLE 8 INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 Indemnity

- 8.1.1** ESCOE agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under ESCOE's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, ESCOE's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.
- 8.1.2** To the extent permitted by law, CUSTOMER shall indemnify and hold harmless ESCOE and ESCOE's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any negligent act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

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- 8.1.3** CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and ESCOE and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to ESCOE.
- 8.1.4** Notwithstanding anything to the contrary herein, if a portion of the Work involves the installation, maintenance, monitoring and/or testing of systems associated with security and/or the detection of and/or reduction of risk of loss associated with fire, the terms and conditions listed in Attachment H herein will apply and govern that portion of the Work. In the event of a conflict between the terms and conditions of the Contract Documents and the terms and conditions of Attachment H, the terms and conditions of Attachment H shall govern.

8.2 Contractor's Liability Insurance

- 8.2.1** ESCOE shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from ESCOE's operations under this Agreement. ESCOE shall name the Customer as an additional insured. All insurance will meet customer's requirements set forth in the RFP document; Guaranteed Energy Savings Contract – RFP #2018-32.
- 8.2.2** The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.
- 8.2.3** ESCOE's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as outlined in the RFP document; Guaranteed Energy Savings Contract – RFP #2018-32.
- 8.2.4** ESCOE shall maintain at all times during the performance of the Work and Services hereunder, Worker's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.3. CUSTOMER's Liability Insurance

- 8.3.1** CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

- 8.4.1** CUSTOMER shall purchase and maintain replacement property insurance for the length of time to complete the Project. This insurance shall include as named additional insureds ESCOE and ESCOE's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material in the existing facilities. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any coinsurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, ESCOE and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.
- 8.4.1.1** If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and ESCOE and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of ESCOE and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 8.4.2** CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and ESCOE against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and ESCOE, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and ESCOE shall be determined by mutual agreement and separate limits of coverage fixed for each item.
- 8.4.3** ESCOE and CUSTOMER shall provide Certificate(s) of Insurance to each other before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best or if customer is self-insured then a certificate of self-insurance shall be provided. ESCOE and customer will be given sixty (60) days notice of cancellation, nonrenewal, or any endorsements restricting or reducing coverage. ESCOE will maintain a file of sub-contractors insurance certificates evidencing compliance with these requirements. All insurers shall be licensed by the State of Illinois and rated A-Vu or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to the School District.

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8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and ESCOE and made payable to CUSTOMER and ESCOE as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.7 Limitation of Liability

8.7.1 In no event shall ESCOE be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against ESCOE for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

ARTICLE 9 TERMINATION OF THE AGREEMENT

9.1 If ESCOE defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to ESCOE. If ESCOE, following receipt of such written notice, neglects to cure or correct the identified deficiencies within Seven (7) business days, CUSTOMER may provide a second written notice. If ESCOE has not, within Seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the expense to finish the work exceeds the unpaid balance of the contract sum, ESCOE shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, ESCOE may give written notice to CUSTOMER of ESCOE's intention to terminate this Agreement. If, within fourteen (14) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, ESCOE may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

ARTICLE 10 ASSIGNMENT AND GOVERNING LAW

10.1 This Agreement shall be governed by the law of the State where the Work is performed and subject to the jurisdiction of the circuit court of McHenry County, Illinois.

10.2 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that ESCOE may assign to another party the right to receive payments due under this Agreement. ESCOE may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by ESCOE that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure. All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party. Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof. Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information: (a) is publicly available pursuant to the provisions of the Open Meetings Act (OMA) and the

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Freedom of Information Act (FOIA) at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or (b) is known to the receiving party at the time of disclosure; or (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or (d) is approved for release in writing by an authorized representative of the disclosing party; or (e) is otherwise required by law. The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

- 11.3** If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.
- 11.4** Risk of loss for all equipment and materials provided by ESCOE hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from ESCOE or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to ESCOE, whichever occurs later.
- 11.5** Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To ESCOE:

ESCOE
Attention: _____ ((name of agent))
(street address)
(city, state, zip code)

To CUSTOMER:

Huntley Community School District 158
650 Academic Dr.
Algonquin, IL 60102
Attn: Director of Operations and Maintenance

- 11.6 Waiver.** Customer or ESCOE's failure to insist upon the performance or fulfillment of any of each party's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.
- 11.7** If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.
- 11.8 Performance/Payment Bond.** ESCOE shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.
- 11.9** The bond identified in Section 11.8 shall cover only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls shall be covered by the Performance Guaranty Bond, as set forth in Section ?????? of Attachment D.
- 11.10** ESCOE will provide an energy guarantee bond equal to the guaranteed savings as defined in Attachments D and E in an amount not to exceed \$_____ (value equal to first two years of energy savings guarantee) in a form mutually agreeable to ESCOE and Customer. This will be a two year term. In the event of a guarantee shortfall in years 1 or 2 ESCOE will deposit an amount equal to 110% of the shortfall into an escrow account. This amount will be available for any guarantee savings shortfalls in years 3 through 10. After year 10, any remaining funds will be returned to ESCOE.
- 11.11 Ambiguities.** The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 11.12 Headings.** The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.
- 11.13 Authority to Enter into this Contract.** The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.
- 11.14 CUSTOMER Representations.** To the extent applicable, ESCOE and CUSTOMER warrant that they have the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of ESCOE and CUSTOMER.

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ARTICLE 12

ARBITRATION

12.1 The Parties agree that any controversy or claim between ESCOE and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, at the sole discretion of CUSTOMER shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association at a location specified by CUSTOMER. The arbitration will be conducted at a mutually agreeable location. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 13 LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS

13.1 The parties agree that ESCOE is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by ESCOE; that ESCOE will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save ESCOE harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or non-function of the system and/or service. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise. Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the parties agree that if any liability is imposed on ESCOE for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the parties. No suit or action shall be brought against ESCOE more than one (1) year after the accrual of the cause of action thereof.

ARTICLE 14 GOVERNING LAW

This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Illinois. Any litigation concerning this Agreement shall be conducted in the courts located in McHenry County, and the parties hereto agree to the venue and personal jurisdiction of these courts.

APPROVALS:

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

ESCOE _____
By _____
Name _____
Title _____
Date _____

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**ATTACHMENT A TO CONTRACT
SCOPE OF WORK**

ESCOE includes the following requirements taken from District 158 RFP #2018-32

Grant Services: Provide assistance with processing of Applications for Grants, Incentives, and Rebates from all available sources as a part of the proposed Guaranteed Energy Savings Projects. This proposal provider shall coordinate delivery on behalf of the School District delivery of grant applications to any available applicable Energy Efficiency Grant programs which might be available at the time of commencement of the design development phase..

Professional Engineer Services: ESCOE will provide a Professional Engineer licensed in the State of Illinois who shall, at a minimum:

- Review and approve design of energy conservation measures under this contract
- Process all building permits necessary for the project
- Review of all commissioning efforts as outlined below herein
- Process all occupancy permits necessary for the project
- Review and approve ESCOE's annual audit of energy savings under this contract during the payback period

As a part of the Guaranteed Energy Savings Contract, ESCOE's Professional Engineer providing the services listed above shall also gain consensus on designs with the School District's Architect of record; consensus shall not be unreasonably withheld. The School District's Architect of Record's time will be funded by the School District for these outlined service.

Construction Management: ESCOE will be required to work with current facilities management personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. The District requires a full time on-site Construction Superintendent during the construction. No equipment or other improvements will be installed that would require the District to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be retained by the District, but at their discretion, they can negotiate for maintenance services with ESCOE.

Commissioning: ESCOE will be required to commission all new equipment, building systems and control programs installed as a part of the project. Commission shall include:

- Start-up of all new building control equipment whenever available from a qualified representative of the manufacturer of said equipment
- Functional performance testing of all new control systems and reprogrammed control systems
- Delivery of written documentation of all above referenced commissioning efforts to the District

O&M Manuals: At least two hard copies and one electronic (pdf) version of the operation and maintenance manuals for each site will be provided for all equipment replacements and/or upgrades. Completeness of delivered manuals are subject to approve of District.

As-Built Drawings: Where applicable, ESCOE must provide two hard copies and one electronic (pdf) version of "as built" and record drawings (or such electronic equivalents as may be agreed to with District) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include controls drawings and operating manuals within 30 days of completed project installation.

District Inspection: District retains the right to have its representative visit the site during the audit and implementation phases of the project, and to attend relevant on-site or off-site meetings of ESCOE and or its subcontractors. District will have the right to inspect, test and approve the materials and work conducted in the facilities during construction and operation.

Final Approval of District: District retains final approval over the scope of work and all end use conditions.

Ownership of Drawings, Reports and Materials: All drawings, reports and materials prepared by ESCOE specifically in performance of this contract shall become the property of District and will be delivered to District as needed, required or upon completion of construction.

Training Provisions:

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As a part of this contract, ESCOE has included a two year Remote Systems Support program for the newly installed System at no additional costs to the District. This will assure that the new controls are operating at optimum performance and are maintaining a quality environment for students and staff. These support services are provided to insure that:

1. Employees become comfortable operating the new systems
2. Operations are monitored so that the energy savings projected with the new system become a reality
3. Retraining is accomplished as may be required for current or new employees
4. Technical assistance is available as needed which establishes a routine communications comfort level between your employees and the ESCOE support services personnel
5. Customer's specified HVAC service contractor is trained in the use of the system

The support services for any HVAC control work shall include:

1. Maintaining Internet Interfaces: This enables remote operation of the new automation system and allows ESCOE software specialists to monitor operations to assure all parts of the system are operating properly.
2. Updating Software Programs as Required: Remote support of the operating software in the system often needs initial 'tuning' as we pass through the seasons. This is included as is the occasional update of third party software that may be part of your system.
3. Backing Up The System: Although you should always backup your system locally, ESCOE will perform a remote backup which will be held off site in the ESCOE office.
4. Training/Retraining of Personnel. Included is remote retraining of your operating staff as required until they are comfortable with the system. This also includes training of new hires.
5. Training of HVAC Contractor: Training the customer's specified HVAC service contractor in the use of the system for trouble shooting is included in this contract.
6. Response to Remote Critical Alarms: Alarms customer deems critical will be monitored by ESCOE on a 24 hour basis and will be handled as directed.
7. Operation Monitoring for Energy Savings. The software discipline in your new system is designed to provide a good learning environment as well as achieve energy cost savings. Although these efforts usually work in harmony, they can occasionally work at odds with each other. ESCOE will remotely monitor your operating program to uncover changes that may have been made that could frustrate these objectives and communicate correction recommendations to you.
8. Technical Support. ESCOE will be available for remote technical support to help you identify problems you may be having with your mechanical HVAC systems.

Project Scope Development

(The Energy Conservation Measures (ECMs) shall be clearly defined in this section.)

Savings Calculations and Methodology

(The energy savings calculation methodology will be defined in this section.)

Measurement & Verification (M&V) Plan

(The proposed Measurement and Verification Plan will defined in this section and shall require a minimum of three years of calculation by the ESCOE and not additional cost by the ESCOE and for additional years at a defined cost.)

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**ATTACHMENT B TO CONTRACT
INSTALLATION SCHEDULE**

(ESCOE's construction schedule shall be input here-in.)

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ATTACHMENT C TO CONTRACT
CONTRACT PAYMENT SCHEDULE

(ESCOE's anticipated payment schedule shall be input here)

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**ATTACHMENT D TO SAMPLE CONTRACT
ENERGY GUARANTEE**

(Detailed energy guarantee terms and conditions mutually agreed to by HSCD158 and ESCOE's to be included here.)

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ATTACHMENT E TO SAMPLE CONTRACT
SCHEDULE OF SAVINGS

(A detailed definition of ESCOE's energy savings calculation for the project to be inserted be inserted here.)

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**ATTACHMENT F TO SAMPLE CONTRACT
CONSTRUCTION PROJECT ACCEPTANCE FORM**
(Construction project acceptance form to be inserted here-in.)

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ATTACHMENT F
SCHOOL BELL TIMES FOR FISCAL YEAR 2017 – 2018

<u>School</u>	<u>Grade Levels</u>	<u>Bell Times</u>
Huntley High School	9 thru 12	7:25 am to 2:25 pm
Leggee Elementary School	K thru 5	8:30 am to 3:25 pm
Marlowe Middle School	6 thru 8	7:25 am to 2:25 pm
Martin Elementary School	3 thru 5	8:00 am to 2:55 pm
Chesak Elementary School	K thru 2 preschool-am preschool-pm	8:30 am to 3:25 pm 7:45 am to 10:15 am 11:00 am to 1:30 pm
Heinemann Middle School	6 thru 8	7:25 am to 2:25 pm
Conley Elementary School	3 thru 5	8:25 am to 3:25 pm
Mackeben Elementary School	K thru 2	8:30 am to 3:25 pm
Administration Center	Business Office Transportation Center	7:30 am to 4:00 pm 5:30 am to 5:00 pm

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ATTACHMENT G
SCHOOL POPULATION CHART

School	8/30/2017	w/ Preschool
Huntley High School, 13719 Harmony Rd., Huntley	3029	
Marlowe Middle School, 9625 Haligus Rd, Lake In The Hills	1462	
Heineman Middle School, 725 Academic Dr, Algonquin	883	
Martin Elementary School, 10920 Reed Rd., Lake In The Hills	977	
Conley Elementary School, 750 Academic Dr, Algonquin	700	
Leggee Elementary School, 13723 Harmony Rd., Huntley	861	
Chesak Elementary School, 10910 Reed Rd., Lake In The Hills	772	977
Mackeben Elementary School, 800 Academic Dr, Algonquin	612	
Subtotal	9378	
Preschool	205	
Total	9583	