

REQUEST FOR PROPOSALS PERFORMANCE CONTRACT

Rhodes School District 84.5 at 8931 West Fullerton Ave., River Grove, IL 60171, is requesting Qualified Providers to propose innovative solutions and energy conservation measures through a guaranteed savings contract on a performance contracting basis.

These proposals may include, but are not limited to, implementation of energy equipment; repair, modernization, maintenance services at various locations on a performance contracting basis as defined by the State of Illinois, in Article 5/19b, School Energy Conservation and Savings Measures of the School Code (105 ILCS/5).

The District's objective in issuing this Request for Proposals is to provide a competitive means in which to select a single Qualified Provider with whom to negotiate a final contract. The District may elect to implement further improvement measures in phases pursuant to the contract.

Proposals shall be received in the office of:

**Rhodes School District 84.5
8931 West Fullerton Ave.
River Grove, IL 60171**

Deadline for Proposals:

Wednesday, January 22 at 9:00 AM

NO EXTENSIONS WILL BE GRANTED

Please provide three (3) hard copies and one (1) electronic copy of the proposal to the school district. The sealed proposals will be publicly opened at that time and the contents will be announced. A copy of the Request for Proposal (RFP) specification can be obtained from the District Office at 8931 West Fullerton Ave, River Grove, IL 60171.

A mandatory site visit and pre-proposal meeting will be held on **Tuesday, January 7 at 1:00 PM**

The District will evaluate all proposals and make a Qualified Provider recommendation, at which time the Qualified Provider that best meets the needs of the District will be notified. The District reserves the right to accept and/or reject any or all proposals or parts thereof.

For questions concerning the RFP process, contact Jim Prather, Superintendent at 708-453-1266.

I. PROPOSED PROJECT

- A. The work to be included in the project may include upgrades or replacement of equipment and/or material included in, but not limited to roofing, tuckpointing, parking lots, doors, windows, flooring, lighting, domestic water, HVAC and fire protection devices. The facilities to be included in the RFP, but not limited to are: Rhodes School.
- B. The intent of this RFP is to provide the owner with the means to realize maximum energy and operational savings and/or related improvements to its facilities.
- C. The District may elect to implement similar facility improvements throughout the duration of the contract with the Qualified Provider pursuant to the contract.
- D. A savings guarantee will be offered as part of the qualified provider's proposal. The savings in energy and operating costs are guaranteed to cover the cost of the contract.
- E. Qualified provider must be able to demonstrate successful implementation of similar programs. Preference will be given to experience with projects in the K-12 market in the local area.
- F. 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 school solely for the purpose of evaluating proposals and conducting contract negotiations. Respondents acknowledge that the District is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and all submittals provided to the District may be subject to release to a third party even if marked proprietary or confidential.

II. PROPOSAL FORMAT

Proposal **must** be submitted in the format outlined in this section. Tabs must identify each section. Every proposal will be reviewed to determine if it is complete prior to actual evaluation. The school 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

B: EXECUTIVE OVERVIEW

Include: The challenges faced by the District and areas the Company can impact.

C: FIRM PROFILE

Include:

- General Information
- Name of Firm
- Local and Corporate Office Addresses
- Primary Contact Information: Name, Title, Address, Phone Number
- Name of the Officer Authorized to Bind the Firm and Office Address
- Number of full time Engineers and Project Managers residing in Illinois
- Organizational Chart of Illinois Team
- Bonding Information: Name of bonding agent and contact information
- Provide a list of executed guaranteed energy savings contracts completed in Illinois over the past 5 years. List only references where your company was the prime contractor.

D: QUALIFICATIONS

Documentation must be submitted to support required qualifications as part of the ESCO's response.

- National Association of Energy Service Companies (NAESCO)
 - Certificate of Accreditation
- LEED® AP Certification
 - Certificate for LEED AP
- Licensed design firm in the State of Illinois
 - Certificate from the State of Illinois designating firm as a Professional Design Firm
- Employees who reside in the state of Illinois
 - Provide a table showing number of employees in Sales, Engineering, Project Management, and Measurement and Verification with state residency.

E: RELEVANT EXPERIENCE

- Management Team
 - List Management Team, Position and Number of Years with the Company
 - Provide a list of project types the management team has been involved with.
- Case Studies and References
 - Provide project and reference information on at least five (5) projects in the Illinois K-12 market **completed by your firm**. Include: Project Name, Project Phases, Project Scope, Project Size, Project Saving, and Reference Information.

F: PERSONNEL QUALIFICATIONS

- Brief Bio of Illinois Team
 - Include: Name, Job Title, Number of Years in Industry, Job Description, Job Responsibilities, and Educational Background.
- Management Team Resumes

G: TECHNICAL APPROACH

- Existing conditions
 - Describe the current condition of the facilities
- Asbestos Abatement

Answer Questions Below:

 - How does your firm address asbestos?
 - Do you include asbestos abatement work within your guaranteed energy savings contract?
- Recommended Improvements
 - Description of solutions for the project
- Describe your approach to engineering and design of the project
- List additional capabilities

H: FINANCIAL APPROACH and GUARANTEE

- Project Financials: Project Cost and Savings (Energy and Operational)

I: PROJECT MANAGEMENT

- Describe the company's approach to project and construction management
- Contractor Safety
- Building Access

III. Proposal Evaluation Criteria

A School District evaluation team will evaluate all proposals and recommend an award subject to approval by the School Board. The District reserves the right to, but is not obligated to, request and require that the proposing firm provide an oral presentation of its proposal at a date and time to be determined. If required by the District, it is anticipated that such presentation, if required, will not exceed one (1) hour. The written proposal and oral presentation, if required, will be the basis for determining the successful firm. Proposals will be evaluated according to the following criteria:

- Qualifications and experience of the proposer and past performance of the firm on other contracts in terms of size, scope and quality of services. The District may solicit reference information from previous clients.
- Qualifications and experience of committed personnel.
- Technical Approach – quality and responsiveness of the proposal to the needs of the district in terms of scope of work, methodology, and project management.

The District reserves the right to accept in part or in whole any Submission, waive any formalities, or minor technical inconsistencies or delete any item/requirements from the RFP or resulting contract when deemed to be in the District's best interest.

The School Board or its designee will, in the exercise of their sole discretion, determine which proposal best meets the needs of the School District. The exercise of this discretion will be final.

IV. Contract Terms

By submitting a response, each respondent agrees that the following terms in substantially the form provided below will be included in any contract between the District and the successful respondent.

1. Warranty. The Contractor warrants that the Work shall be free from defects in material and workmanship for a period of one year from the date of completion of the Work. Contractor hereby agrees to repair or replace, at its sole cost and expense, any portion of the Work which is or becomes defective in any respect within such time period. This warranty shall not limit, or constitute a waiver of, any other remedy of the School District otherwise available at law or in equity upon the Contractor's failure to perform in accordance with the terms of this Contract.

2. Payment Terms. The School District shall pay the Consultant the Contract Sum. The Consultant shall provide written invoices to the School District. Payment is

due within the time frame set forth in the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

3. Relationship between the Parties. Contractor is retained by the School District only for purposes and to the extent set forth in this Contract, and nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Contractor shall be deemed at all times to be an independent contractor and neither party has the authority to bind the other to any third person or to otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

4. Access and Site Condition. Contractor shall have access only to such portions of the School District's facilities that are necessary for the performance of the Work hereunder and only upon the permission of the School District or its designee. The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract and, at completion of the Work, remove the same and its tools, construction equipment, machinery, and surplus materials. Contractor shall repair, at its sole cost, any damage it causes to the School District's property to a condition reasonably acceptable to the School District. If Contractor does not repair such damage within 14 days after the School District provides written notice to Contractor of such damage, the School District may make such repairs. Contractor shall reimburse the School District for all costs that the School District incurs for the repairs within 14 days after the School District sends a written invoice for such costs to the Contractor.

5. Indemnification. Contractor does hereby agree to indemnify, defend, and hold harmless the School District, the Board of Education, and the Board's members, employees, agents, and successors, in their individual and official capacities (collectively, the "School District Parties"), from and against all claims and liability, including reasonable attorneys' fees and costs, arising out of the Contractor's performance or non-performance of the Work hereunder. Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and costs and other expenses arising therefrom or incurred against the School District Parties, or any of them, in any such action.

Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the School District Parties, or any of them, as herein provided.

6. Insurance. During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

- a. Comprehensive general liability and property damage insurance, insuring against all liability of the Consultant related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;

b. Professional Liability Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Three Million Dollars (\$3,000,000);

c. Automobile liability Insurance with a combined single limit of \$1,000,000;

d. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Consultant's respective employees; and

e. Umbrella liability insurance with a minimum combined single limit of Ten Million dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. All of the above policies except for the Workers' Compensation policy shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District. The Contractor shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School District by certified mail, return receipt requested.

7. Performance and Payment Bonds. No later than five days prior to commencement of the Work, the Contractor shall submit to the School District performance and labor and materials payment bonds in the amount of the Contract Sum, carried with a bonding company rated A by Best ratings and licensed to do business in the State of Illinois. All bonds shall be in such form and with sureties as the School District may prescribe.

8. Criminal Background Investigations. Contractor shall screen all employees and subcontractors' employees with respect to criminal background and shall not permit any employee to be present at the job site who would otherwise be disqualified from employment involving direct daily contact with students by virtue of a conviction enumerated in Section 10-21.9(c) of the Illinois School Code, 105 ILCS 5/10-21.9. Further, Contractor shall not permit any individual to perform services under this Contract who is required to register under the Sex Offender Registration Act, 730 ILCS 150/1 *et seq.* In the event Contractor fails to comply with the provisions of this Section

and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee or agent of Contractor, then Contractor agrees to fully defend and indemnify, including the reimbursement of attorneys' fees and costs, the School District against any such claims.

9. Compliance with Applicable Laws. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, State, county, municipal, and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work, including without limitation the following:

a. Nondiscrimination Requirements. Contractor shall comply with laws and regulations pertaining to Equal Opportunity Employment and Fair Employment Practices including but not necessarily limited to the Illinois Human Rights Act. The Contractor shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, color, age, sex, handicap, disability, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair employment practice. Contractor further agrees that this provision will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, subcontractors and all labor organizations, furnishing skilled, unskilled, or craft union skilled labor, which may perform any such labor or services in connection with this Contract.

b. Sexual Harassment. The Contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A(4), and, if the Contractor has 25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

c. OSHA. The Contractor shall be responsible for conducting all activities on the project site in accordance with the provisions of the Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued thereunder. The Contractor specifically agrees to indemnify and hold harmless the School District, its Board of Education, and its members, employees, and agents, in their individual and official capacities, for all claims, liability and damages, including but not necessarily limited to reasonable attorneys' fees and costs, resulting from Contractor's failure to conduct its activities on the project site in accordance with said Act and the related standards.

d. Prevailing Wage. It shall be mandatory upon the Contractor and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages as found by the School District or Department of Labor for each craft or type of worker or mechanic needed to execute the Contract and the general prevailing rate for legal holiday and overtime work as ascertained by the Illinois Department of Labor. The prevailing wage rates are revised by the Department of Labor periodically and

are available on its website. The Contractor shall comply with all provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, applicable to the Work. Payment of any contractor shall not be processed without receipt of certified employee records required by 820 ILCS 130/5.

e. Not Prohibited from Contracting. Contractor certifies that it has not been suspended and it is not prohibited from contracting with a federal, state, or local governmental entity under any law, regulation, rule, or ordinance. f.

Contractor shall secure and pay for all building permits, and other permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.

10. Subletting or Assignment. Except for those subcontractors otherwise identified to the School District prior to the execution of the Contract, the Contract and the Work shall not be assigned or any part of the same subcontracted without the prior written consent of the School District, but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Except for permitted payments to subcontractors, the Contractor shall not transfer or assign any contract funds or claims due or to become due without the prior written approval of the School District having first been obtained. Any other transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due the Contractor, shall cause the annulment of said transfer or assignment.

11. Default. The School District may, subject to the provisions specified herein, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

a. If the Contractor fails to make delivery or to perform the Work within the time specified herein or any extension thereof; or

b. If the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms, and in either of these two circumstances, does not correct such failure within a period of ten calendar days (or such other period as the School District may authorize in writing) after receipt of notice from the School District specifying such failure.

In the event the School District terminates the Contract in whole or in part as provided above, the School District may procure, upon such terms and in such manner as the School District may deem appropriate, supplies or services similar to those terminated. In such case the Contractor shall be liable to the School District for any excess costs for such similar supplies for services, and for such additional damages and expenses as result from the Contractor's default, including without limitation reasonable attorneys' fees. The Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.

In addition to any other remedies available upon the Contractor's default, the School District shall have the right to stop the Work until the Contractor has corrected its default and, in such case, the Contractor shall remain liable for any additional loss or expense of the School District resulting from such suspension of performance. In no event, shall Contractor be responsible for any damages, liquidated or otherwise, arising out of delays caused by the School District, its agents, or any third party not under the control of Contractor, government actions, force majeure events, or any other circumstances beyond the control of Contractor.

To the extent permitted under applicable law, it is agreed that under no circumstances shall the School District be liable to the Contractor for any indirect or consequential damages or any loss arising out of claims for loss of goodwill, loss of profit, loss of opportunity, loss of anticipated profits or revenue, or costs of capital, whether such claims are alleged to have arisen directly or indirectly out of the other party's acts, omissions, or breach.

12. Certification. Contractor represents that it is certified in accordance with all applicable laws, regulations, and rules to perform the Work.

13. Governing Law. The Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.