

**Request for Performance Contracting
Proposals**

For a Guaranteed Energy Savings Contract

**Minooka Community High School District 111
26655 W. Eames St.
Channahon, IL 60410**

Superintendent: Dr. Kenneth Lee

Issue Date: January 10, 2022

**Proposal Due Date: February 14,
2022**

**Minooka Community High School District 111
26655 W. Eames St.
Channahon, IL 60410**

**REQUEST FOR PROPOSAL
MINOOKA COMMUNITY HIGH SCHOOL DISTRICT 111
GUARANTEED ENERGY SAVINGS CONTRACT (ESCO)**

Minooka Community High School District 111 is soliciting proposals for Guaranteed Energy Savings Contract from performance contractors (ESCOs) for projects at it Central and South campuses. **Deadline for Return is Monday, February 14, 2022 @ 10:00 am. Bids must be clearly marked “ESCO PROPOSAL.”** No Extensions will be granted.

PROPOSALS ARE TO BE SUBMITTED TO

Minooka Community High School District 111
Attn: Mr. John Troy, Assistant Superintendent of Business & General Counsel
26655 W. Eames St.,
Channahon, IL 60410

INSTRUCTIONS TO ESCOS AND GENERAL CONDITIONS

PROPOSED PROJECT

The district is utilizing the comprehensive implementation process as described and outlined in the State of Illinois, Article 5/19b, School Energy Conservation and Savings Measures of the School Code (105 ILCS/5). The district is requesting qualified providers to propose energy conservation measures through a guaranteed energy savings contract. It is the district’s intent to select a single (or perhaps multiple) qualified ESCO(s) that best meets the needs of the district to negotiate a final contract. The District may elect to implement energy conservation measures in phases as allowed by the contract.

The work to be included in the project may include including, but not limited parking lots,doors, windows, flooring, lighting, bathrooms remodel, domestic water, and any other facility improvement. The facilities to be included in the RFP, but not limited to are: MCHS-Central Campus and MCHS-South Campus.

The intent of this RFP is to provide the district with the means to realize maximum energy and operational savings and/or related improvements to its facilities.

The district may elect to implement similar facility improvements throughout the duration of

the contract with the Qualified Provider(s) pursuant to the contract.

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.

Qualified provider(s) 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.

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 that it is found. The school solely for the purpose of evaluating proposals and conducting contract negotiations will use data or information so identified.

DISCLOSURE

The district discloses that the following organizations assisted in the preparation of the Request for Proposal (RFP) document: None –

OPENING OF BIDS

Bids must be filed with Mr. John Troy, Assistant Superintendent of Business & General Counsel at 26655 W. Eames St., Channahon, IL 60410 no later than 10:00 am Monday February 14, 2022 at which time they will be opened and acknowledged. Bids will be studied and reviewed and it is anticipated that the district will request one or more of the ESCOs to make a formal oral presentation to the district.

Proposers and other interested parties are cordially invited to be present at the public proposal opening to be held at the time the sealed proposals are due. Proposals will be publicly opened and results announced.

PREPARATION OF PROPOSAL

All bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the ESCO and the address and must be marked “ESCO PROPOSAL.” No Bid forwarded by mail or messenger will be accepted unless received before the scheduled time for opening bids. Proposals will be publicly opened immediately after the deadline. The method of transmittal of the proposal is at the seller’s risk of untimely receipt by the Board. The district will not be responsible for delays in delivery by UPS, FedEx, Airborne or any other carrier the vendor chooses. Faxed copies are not acceptable. Late bids will be returned unopened to the sender.

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.

The evaluation and selection of an ESCO, and the negotiation and procurement of services, will proceed as follows:

MANDATORY ESCO SITE VISITS

A Mandatory ESCO Site Visit will be held on the week of January 24-28, 2022. ESCO's will be required to schedule a site visit during that week with the district. ESCOs failing to schedule and attend this site visit will automatically be disqualified from responding to the RFP.

For any and all questions related to the ESCO site visit and/or the RFP, contact Dr. Kenny Lee, Superintendent or John Troy, Asst. Superintendent of Business and General Counsel. ESCOs, or any representatives thereof, **MAY NOT**, directly or indirectly, contact any other district employee, administrator, staff member or board member.

ESCOs interested in providing the services requested must respond in writing by the date and time specified in the RFP. All submissions become the property of the District and will not be returned to the ESCO. All costs associated with submission and preparation will be borne by the submitting ESCO.

RESPONSE REVIEW AND SELECTION OF ESCO

The district will review and evaluate the ESCOs' written responses to this RFP in accordance with the Evaluation Criteria identified in this document. The ESCOs' client references may also be contacted and evaluated.

PRESENTATION TO DISTRICT

The school district evaluation team will evaluate all proposals and recommend an award subject to approval by the Board of Education. The district reserves the right to, but is not obligated to, request and require that a proposing firm provide an oral presentation of its proposal. It is anticipated that only 1 or perhaps 2 ESCOs will be advanced to the stage of oral presentation and such presentation will not exceed one (1) hour. If required, the oral presentation will occur February 15-16. The written proposal and oral presentation will be the basis for determining the successful firm. Proposals will be evaluated according to the following criteria.

PROPOSAL EVALUATION CRITERIA

The evaluation team will make a recommendation to the Board of Education at the February 16, 2022 meeting for tentative approval of the ESCO(s) pending a 10-day public notice of award and successful negotiations of a contract, said contract to be approved by the school board. 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 Board of Education 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.

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written responses.

1. 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.
2. Overview of past projects.
3. Clarity, organization and level of detail in written response.
4. Approach to equipment, vendor and service installation neutrality.
5. Qualifications, expertise and experience of ESCOs' personnel with guaranteed energy savings contracts.
6. National Association of Energy Service Companies (NAESCO) accreditation.
7. Customer references.
8. Technical Approach – quality and responsiveness of the proposal to the needs of the district in terms of scope of work, methodology, and project management.
9. Quality of a proposed technical approach to conducting a facility energy review, including methods of analysis and understanding of existing building systems and conditions.
10. A proven track record of performing all necessary project work (including asbestos abatement) as part of the turnkey project solution.
11. Quality of proposed training for facility staff.
12. Quality of approach to savings measurement and verification.
13. Quality of approach to project commissioning.
14. Financial Approach – Quality of approach and transparency in financial structure.
15. Project Management – Ability to effectively manage project construction and complete projects on schedule. Clear assignment of responsibility for various project tasks to specific individuals.
16. Financial soundness and stability of the ESCO.
17. Demonstrated ability to provide or arrange project financing.
18. Adequate bonding capability.
19. Attractiveness of ESCO's guarantee.

20. The ability, capacity and skill of the ESCO to perform the service required.
21. Whether the ESCO can perform the contract or provide the service promptly, or within the time specified, without delay or interference
22. The character, integrity, reputation, judgment, experience and efficiency of the ESCO.
23. The quality of performance of previous contracts or services.
24. The previous and existing compliance by the ESCO with laws and ordinances relating to the contract or service.
25. The sufficiency of the financial resources and ability of the ESCO to perform the contract or provide the service.
26. The quality, availability and adaptability of the supplies, or services, to the particular use required.
27. The ability of the ESCO to provide future maintenance and service for the use of the subject of the contract.
28. Past history and performance that the ESCO may have with the district.
29. Such other information as may be secured having a bearing on the decision to make the award.
30. In determining an ESCO's responsiveness, the Board shall consider material deviations from the advertised specifications, which materially affect price, quantity or limit the ESCO's liability.

DEVELOPMENT OF GUARANTEED ENERGY SAVINGS CONTRACT

Once a selection has been made the ESCO will be issued a Letter-of-Intent to proceed with a Detailed Energy Audit. This audit with the District will result in a final Project scope of work, including specific project cost and guaranteed savings. Upon agreement of the scope, cost, and savings, the ESCO shall enter into a Guaranteed Energy Savings Contract (GESC) in accordance with *105 /LCS 5/19b* and as subsequently negotiated between the ESCO and the District. The district may elect to accomplish the work in one or more phases by entering into one or more GESCs based on the recommendations of the ESCO(s) or determination by the district that it is in the district's best interest to do so.

PROPOSAL FORMAT

Proposals shall be substantially in the following format.

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. If the firm's experience is from other projects designed and implemented in other states or personal references when working with other companies please do not include them. List only references where your company was the prime ESCO/contractor.
- Present company information including, but not limited to the number of years ESCO has been in business, number of years ESCO has been operating in Illinois, parent company information, and financial information which must include at least five (5) years of annual gross revenue.
- Identify ESCO's legal counsel for this project.
- Certify that your company is not currently under suspension or debarment by any government entity, and that it does not owe any back taxes.

D: QUALIFICATIONS

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

- National Association of Energy Service Companies (NAESCO)
 - o Certificate of Accreditation
- US Department of Energy (DOE)
 - o Listed on the qualified DOE list of ESCO
- LEED® AP Certification
 - o Certificate for LEED AP
- Licensed design firm in the State of Illinois
 - o Certificate from the State of Illinois designating firm as a Professional Design Firm
- Employees who reside in the state of Illinois
 - o 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 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
- Describe the design process that your company utilizes to assure that the technical approach will meet the District's needs.
- Building Permits:
 - Will your firm be using a licensed engineer or licensed architect employed by your firm to stamp building permit packages?
- Recommended solutions for the District.

H: FINANCIAL APPROACH and GUARANTEE

- Project Financials: Project Cost and Savings (Energy and Operational)
- Detailed description of financial structure that will allow the district to evaluate the underlying imbedded costs involved in a project.

I: PROJECT MANAGEMENT

- Describe the company's approach to project and construction management
- ESCO/contractor safety
- Building Access
- Describe how your company would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.

J: TRAINING PROVISIONS

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

K: NON-PERFORMANCE AND LITIGATION HISTORY

- Describe, including reference to customer entity, jurisdiction and date of the relevant agreement, any and all performance contracting projects within the past 10 years that your firm has started but not completed, whether due to a customer stop work order, poor performance, non-appropriation, or otherwise.
- Describe, including reference to customer entity, jurisdiction and date of the relevant agreement, any and all instances of litigation within the past 10 years between your company and your customer that included a claim by your customer that your firm failed to perform its contractual obligations.
- Reference, generally, to publicly available documents in response to this Section K shall be considered non-responsive.

L: APPROACH TO EQUIPMENT MAINTENANCE

- Describe any major changes in operations or maintenance that may occur as a result of implementing an Energy Performance Contract.
performing maintenance on any new and existing equipment.

M: MEASUREMENT AND VERIFICATION OF ENERGY SAVINGS

- Describe the methods you expect to use to compute baseline energy use for this project.
- Describe any computerized modeling programs used by your company 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.
- Indicate how your company identifies, documents and measures operational cost savings opportunities.
- Describe your company's proposed approach to the treatment of savings achieved and how those savings will be documented and verified.

N: SUPPORTING DOCUMENTS

- Include any supporting documents you deem appropriate
- A sample contract is required to be submitted with the proposal.

DURATION AND WITHDRAWAL OF BIDS

All Proposals shall be binding for 60 calendar days following the bid opening date, unless the ESCO, upon request of the district, agrees to an extension. A written request for the withdrawal of the proposal or any part thereof may be granted if the request is received by the district prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

ASSURANCES & CERTIFICATES

All ESCOs are required to submit all assurances and certificates herein contained and as required by law.

LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the district after the time specified for bid opening will not be considered.

AUTHORITY TO ACT AS AGENT

In the event that the ESCO intends to deviate from the specifications, all such deviations must be listed and attached to the bid. The absence of submitted deviations will assure the district that no deviations from specifications exist.

QUESTIONS REGARDING SPECIFICATIONS

Should a ESCO find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the Assistant Superintendent. Who will, in turn, clarify such specifications and notify other ESCOs of any material change or clarification. The Board of Education shall not be held responsible for oral instruction to ESCOs. It is the responsibility of the ESCO to check the district website for any addendum to the bid specifications prior to submitting a bid to be assured that the bid is complete. **No questions will be accepted 5 days prior to the bid opening.**

SUBLETTING CONTRACT

It is mutually understood and agreed that the ESCO shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the district, but in no case shall such consent relieve the ESCO from his/her obligation, or change the terms of the Contract.

Furthermore, the ESCO shall not allow a subcontractor to commence work on any portion of the project without evidence that the subcontractor has insurance coverage equal to coverages required of the ESCO by the district.

SUBCONTRACTOR APPROVAL

District retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of subcontractors must be submitted at least two weeks in advance of subcontractor scheduled start date.

NON-DISCRIMINATION

No ESCO/contractor who is the recipient of the district's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice 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. ESCO further agrees that this article will be incorporated by the ESCO into all contracts entered into with suppliers of materials or services, ESCO and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. ESCO acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification proves false.

SEXUAL HARASSMENT POLICY

Every party to a public contract and every eligible ESCO must have a written sexual harassment policy that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

COLLUSIVE BIDDING

The ESCO certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the district as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the district, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

SUBCONTRACTOR, VENDOR, UTILITY REBATES & TAX INCENTIVES

The ESCO shall cooperate with the district to ensure that all subcontractor, vendor, utility company rebates/incentives are applied for and credited to the District. Furthermore, the parties agree that any government incentives such as IRS 179D tax credits shall be applied for and credited to the District. ESCO shall ensure that any energy incentives/programs are applied for on behalf of the District.

ESCO NOT AN AGENT

The ESCO shall not be held or deemed in any way to be an agent, employee, or official of the district, but rather an independent ESCO furnishing services to the district.

RESPONSIBILITY FOR MATERIALS SHIPPED

If applicable, the ESCO shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the ESCO shall bear all risk on rejected materials and supplies after notice of rejection. Rejected materials or supplies must be promptly removed by and at the expense of the ESCO after notification of rejection.

INSPECTIONS

If applicable, for supplies and materials purchases - inspection and acceptance of will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or equipment will be made as promptly as practicable, but failure to inspect or accept or reject materials or equipment shall not impose liability on the district for such materials or equipment as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count. ESCO or vendors should be aware that the district is required by state law to follow and adhere to all local municipal building and zoning codes.

PREVAILING WAGE

The awarded ESCO is required to pay all applicable wage rates as required and stipulated by Federal, State and Local laws and **ESCO agrees to pay prevailing wages for all work completed under this contract.**

The ESCO and all subcontractors shall use the “CERTIFIED TRANSCRIPT OF PAYROLL” and “AFFIDAVIT” forms as prepared by the Illinois Department of Labor. Electronic Versions of these forms are available from the Illinois Department of Labor. Pay requests will not be processed until current certified payrolls are provided for ESCO and subcontractors.

INSURANCE

The district upon awarding a project requires a Certificate of Insurance with “Additional Insured Endorsement in such amounts and with such entities as deemed acceptable by the district. Minimum occurrence based insurance requirements are as follows:

- (i) Workers’ Compensation and Employer’s Liability Insurance as required by applicable State law.
- (ii) Commercial General Liability Insurance, including contractual liability, Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million.
- (iii) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automotive equipment of, Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million.
- (iv) Umbrella liability, \$5 million.

You must require your insurance company to list the district as "Additional Insured". The Certificate and insurance endorsement must state: "Minooka Community High School District 111, its employees, administrators, and Board of Education"

PAYMENT AND PERFORMANCE BOND

The selected ESCO shall furnish the District with a Payment & Performance Bond for the faithful installation of the proposed/accepted facility improvement included in the final Agreement. The Installation Performance Bond shall be for 100% of the present value of the installation/renovation. The Qualified Provider shall also furnish evidence of bonding ability with the response.

TYPE/PEN WRITTEN BIDS

All bids must be type written or written in pen, pencil written bids are not acceptable. Bids written in pencil will be rejected.

EXEMPTION FROM TAXES

The district is exempt from Federal, State, and Municipal taxes.

CRIMINAL BACKGROUND INVESTIGATIONS

ESCO hereby represents, warrants and certifies that no officer or director of vendor 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 Section 5/21-23a of the Illinois School Code or who falsifies, or omits facts from his or her employment documents.

ESCO 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 105 ILCS 5/10-21-9 as amended by P.A. 96-1452 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. Vendor further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

ESCO 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.

FORCE MAJEURE

The parties to any contract shall be excused from performance during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, or power failure or reduction, provided that: satisfactory evidence thereof is presented to the district, and provided further that it is satisfactorily established that the non-performance was not

due to the fault or negligence of the party not performing. The scheduled completion date stipulated in these specifications shall be adjusted by a period of time equal to such time lost because of the stated condition.

SIGNATURE CONSTITUTES ACCEPTANCE

The submittal of the proposal shall be construed as acceptance of all the provisions contained herein.

LIEN WAIVERS

Waivers of lien from ESCO, ESCO supplier(s), subcontractor(s), and subcontractors' supplier(s) must accompany each request for payment. ESCO must furnish the names of all subcontractors and a schedule of values with each pay request. Partial waivers must list a dollar amount. 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 ESCO. A sworn statement listing subcontractors and suppliers, the amounts of their contracts must accompany all waivers and the amounts requested.

EXAMINATION OF SITE

Before submitting a bid, the ESCO should visit the site and is responsible for knowing the conditions affecting the work. Failure to visit the site(s) shall not be accepted as a valid reason for any changes by the successful ESCO.

SAFETY

The ESCO is responsible for making sure that all conditions are safe for pedestrians and workers. Any precautionary measures such as warning signs, barricades, etc., that might be necessary shall be at the expense of the ESCO and provided for in the quoted price.

HOLD HARMLESS AND INDEMNIFICATION

ESCO shall indemnify, keep and save harmless the district, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the district in consequence of the granting of this contract or which in any way result there from the negligence or omission of the ESCO or his employees, and the ESCO shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the district in any such action, the ESCO shall, at his/her own expense, satisfy and discharge the same. ESCO expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by ESCO, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the district as herein provided.

In claims against any person or entity indemnified under the above by an employee of the ESCO, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or

type of damages, compensation or benefits payable by or for the ESCO or subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

WORKMANSHIP

All work under this contract shall be performed in a skillful and workmanlike manner. District may, in writing, require the ESCO to remove from the work any employee the district deems incompetent, careless, or otherwise objectionable.

CHANGE IN SCOPE

ESCO and subcontractors must receive prior written approval from district before proceeding with any work that is a change in scope and/or additional cost (a change order) to district.

**Minooka Community High School District 111
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Assurances and Certifications PART 1

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the ESCO certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other ESCO or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other ESCO, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. ESCO has not been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.
5. ESCO is not subsidiary of a company that has been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

**Minooka Community High School District 111
26655 W. Eames Street
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Assurances and Certifications PART 2

SUPPLIER'S/ESCO/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/ESCO/CONTRACTOR does hereby certify that said supplier/ESCO/CONTRACTOR is not barred from bidding on the contract as a result of violation of 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4. .

**By: _____
Authorized Agent**

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

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Assurances and Certifications PART 3

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT
(Suppliers/ESCO/CONTRACTORS with 25 or More Employees)**

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Allocation, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;
 2. Specifying the actions that will be taken against employees for violations of such prohibition; and
 3. Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 1. abide by the terms of the statement; and
 2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the grantee’s or contractor’s policy of maintaining a drug free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

- d. Notifying the contracting or granting agency within ten (10) days after receiving notice from subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

**Minooka Community High School District 111
26655 W. Eames Street
Channahon, IL 60410**

Assurances and Certifications

PART 4

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/ESCO/CONTRACTOR does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

Equal Employment Opportunity

As part of its bid, the supplier/ESCO/CONTRACTOR does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

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**Minooka Community High School District 111
26655 W. Eames Street
Channahon, IL 60410**

Assurances and Certifications PART 5

By submission of this bid or proposal, the ESCO certifies that:

ESCO agrees to be bound by the terms of the RFQ and such terms, without limitations, shall be incorporated into the final contract between the parties.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

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**Minooka Community High School District 111
26655 W. Eames Street
Channahon, IL 60410**

Assurances and Certifications PART 6

CONFLICT OF INTEREST

ESCO does hereby certify that they have read and fully understand the Conflict of Interest Board Policy as stated below:

No School Board member shall: (1) have a beneficial interest directly or indirectly in any contract, work, or business of the District unless permitted by State or federal law; or (2) solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts with the District. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

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