

ROSSVILLE-ALVIN COMMUNITY UNIT SCHOOL DISTRICT #7
350 N. Chicago Street
Rossville, IL 60963

NOTICE OF REQUEST FOR PROPOSALS
FOR GUARANTEED ENERGY SAVINGS CONTRACT

The Board of Education of Rossville-Alvin Community Unit School District #7, Vermilion County, Illinois, is requesting proposals from qualified Energy Services Companies (ESCOs) for comprehensive energy management and energy-related capital improvement services to its facilities as authorized under Article 19b of the *School Code*. A copy of the Request for Proposals (RFP) may be obtained at the Administration Office, 350 N. Chicago Street, Rossville, IL 60963 (217-748-6666), or online at <http://www2.illinois.gov/cdb/procurement/escos/Pages/default.aspx>.

All proposals must be submitted to Rossville-Alvin CUSD #7 in sealed envelopes marked, "RFP for Performance Contracting", with the name and address of the bidder clearly marked. Interested ESCOs must make arrangements with the school district to visit the site at the pre-proposal conference to be held on Monday, November 26, 2012 at 9 AM. Proposals are due by 9 AM on Friday, December 21, 2012. Responses will be opened and read aloud at 9AM on Friday, December 21, 2012.

The Board of Education reserves the right to waive irregularities, to accept and/or reject any or all proposals and to make all decisions in the best interest of the school district.

**REQUEST FOR PROPOSALS (RFP)
FOR GUARANTEED ENERGY SAVINGS CONTRACT**

Issued by: Rossville-Alvin Community Unit School District #7

Rossville-Alvin Community Unit School District #7 (hereinafter referred to as District) is seeking proposals from Qualified Energy Services Companies (ESCOs) which are capable of providing comprehensive infrastructure and energy-related capital improvement services as authorized under Article 19b of the *School Code*.

PROJECT OVERVIEW

The District wishes to conduct a large-scale renovation of its high school building (the “High School Project”) and possibly replace and/or upgrade an HVAC system in its elementary school building (the “Elementary School Project”). These projects are being undertaken in an effort to relocate the majority of the District’s operations into the high school building and reduce overall facilities costs.

This RFP relates only to the energy conservation measures (“ECMs”) (as defined at Section 19b-1.1 of the School Code) within the High School Project and the Elementary School Project. This work is intended to include windows, tuckpointing, roofing, HVAC system work and lowering of ceilings (possibly along with any associated asbestos removal) within the high school and the entire Elementary School Project. The District will contract separately for non-ECM work within the high school building, such as paving of parking lots, flooring, painting, other asbestos removal and construction of new classrooms or offices. The District intends to utilize the services of a construction manager to manage both the ECM and non-ECM work. Accordingly, interested ESCO’s must disclose whether they are willing to enter into a separate construction management contract related to such non-ECM work at a later date.

The District’s objective in issuing this Request for Proposals is to provide a competitive means in which to select a single provider to fulfill all ECMs related to the High School Project and the Elementary School Project. The District may elect to implement the work in phases pursuant to the final contract. The work to be included in the contract for ECMs may include upgrades to or replacement of equipment included in, but would not be limited to, the following systems: roofing, building envelope and infrastructure, windows, doors, insulation, weather stripping, caulking, security, electrical, lighting, heating, air conditioning, building automation, temperature control, facility management, bathroom renovations including domestic water and sewer, energy recovery systems, or other energy conservation measures that provide long term energy savings or operating cost reductions.

QUALIFIED PROVIDER

A Qualified Provider is a person or business experienced in the design, implementation and installation of energy cost savings measures. As required by Section 19b-1.3 of the School Code, the minimum training required for any person or employee under shall include the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures.

REQUIRED CAPABILITIES

The ESCO must have the demonstrated technical and managerial capabilities to provide a comprehensive set of energy and water services including, but not limited to design, acquisition, installation, training and commissioning of new and/or existing energy systems as well as project monitoring and savings measurement and verification. Additional services may include operation and maintenance for all improvements and/or training of District's staff on routine maintenance and operation of systems. Monitoring and verification services may include appropriate measurement and timely reporting of the performance and savings from project, as agreed by the parties.

OVERVIEW OF TERMS AND CONDITIONS

1. **Contract Term.** The duration of the ECM contract will be mutually determined between the ESCO and the District based on authorizing legislation, final project scope and financial factors. No contract shall exceed 20 years in duration.
2. **Guarantee.** The contract must result in a guaranteed minimum **annual** energy and operational costs savings guarantee, as well as defined levels of occupant comfort; maintenance, monitoring, training or other services. The ESCO shall guarantee in writing that either the energy or operational cost savings, or both, will meet or exceed within the duration of the contract the costs of the ECMs. The ESCO shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract. After the ECMs are installed, the operational and energy cost savings shall be documented on an annual basis (either by the ESCO or the District), and the District shall designate and appropriate that amount for an annual payment of the contract. If the annual energy savings are less than projected under the contract, the ESCO shall pay the difference.
3. **Execution of Guaranteed Energy Savings Contract.** The District and the selected ESCO will negotiate and execute a Guaranteed Energy Savings Contract. The terms and conditions stated in this RFP shall be deemed to be a part of and incorporated into the contract. By submitting a proposal, the ESCO agrees that it has read fully and understands the terms and conditions stated herein. In the event of a conflict between any of the terms and conditions stated herein and any other document, the terms and conditions most favorable to the District shall prevail. ESCO also represents and warrants that it has visited the site(s) for the work and is familiar with the conditions under which the work will be performed.
4. **Financing Contingency.** The District's obligations to undertake any work are expressly conditioned upon the District's securing financing, on such terms and conditions as are acceptable to the District in its sole discretion. The ESCO shall, as requested by the District, cooperate in securing such financing without additional cost to the District. Presently the District anticipates issuing life safety bonds to finance the work.
5. **Payment and Performance Bonds.** Upon execution of the contract, the ESCO must submit payment and performance bonds in the amount of 100% of the costs of the ECM's, with a surety acceptable to the District. The bonds shall include such provision as will guarantee the faithful performance of the ESCO's obligations hereunder and pursuant to the *Prevailing Wage Act*.
6. **Insurance and Indemnification.** ESCO shall at its sole cost and expense, secure and maintain adequate insurance as determined by the District. Such insurance shall include, but not be limited to, a comprehensive general liability insurance policy, on an occurrence basis, at limits of not less than \$2,000,000 in the aggregate and per occurrence, naming District, its individual board members, agents, consultants and employees as additional insureds. ESCO shall also obtain an insurance policy covering its employees under Workers Compensation laws for not less than the limits of liability under applicable federal and Illinois statutory requirements. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, ESCO shall waive any right of subrogation that it or its insurers may have. ESCO shall deliver to the District certificates of insurance evidencing the insurance required under this RFP prior to commencement of any work. Such insurance shall be primary and non-contributory. Insurance requirements hereunder may not be waived. Until ESCO has completed the energy conservation measures, ESCO will not cancel or reduce its insurance. ESCO agrees to indemnify, defend and hold harmless the District, its

individual Board members, agents, consultants and employees (“Indemnitees”), from and against all claims for death or injury to persons or property, and for any other claims, losses or damages, including claims of District, third parties, and ESCO’s or any subcontractor’s employees, for any damages, losses, and expenses, including attorneys’ fees, arising out of, relating to or connected with the performance of the work under this RFP and any resulting agreement, including, but not limited to, losses or damages for delay, improperly timed activities or defective work, as well as a breach of the agreement. ESCO and each subcontractor agree to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on the project; waive any limitation of liability defense based upon the Workers’ Compensation Act, court interpretations of said Act or otherwise; and agree to contribute to, indemnify and defend the District and its individual Board members, agents, employees and consultants from and against all such loss, expense, damage or injury, including reasonable attorneys’ fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees’ own negligence. ESCO shall cause this indemnification requirement to be incorporated into all subcontractor contracts.

PROCUREMENT PROCESS

The District expects to undertake the selection process described below according to the following schedule:

	<u>Dates</u>
Advertisement and Issue RFP	November 2012
Mandatory Pre-Proposal Conference / Site Visit	November 26, 2012
Submissions of Proposals	December 21, 2012
Interviews with Finalist After Architect/Engineer Evaluations	TBD
Public Notice of Award of Contract	Within 10 days prior to board meeting
Award Contract	by March BOE Meeting
Preferred Project Completion	August 9, 2013

Submission of Written Proposals. Qualified ESCO’s interested in providing the services requested, must respond in writing. All submissions become the property of District and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

District reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to be the sole judge of the value and merit of the proposals offered.

INSTRUCTIONS TO PROPOSERS

Failure to complete any question in whole or in part, or any statement or omission that misleads the District, may be used as grounds to find the proposing ESCO ineligible.

1. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held on Monday, November 26, 2012 at 9AM at the Elementary School Library, 350 N. Chicago Street Rossville, IL 60963. **Attendance at the pre-proposal conference is mandatory. ESCO's must contact the District at least 5 days before the conference to advise whether they plan to attend, in order for the District to make sufficient copies of the materials below for each attendee.** Additional days as needed can be scheduled with the superintendent after the mandatory meeting.

Information will be provided (at the pre-proposal conference) that will include:

1. Facility square footage (by building)
2. Construction dates of buildings
3. Hours of operation (District to stipulate hours of operation to be utilized in energy calculations).
4. Utility history (26 months).
5. Reduced scale floor plans.
6. School environmental standards.

Additional information will be provided as requested to all ESCOs equally. ESCOs agree to keep confidential items 1-6 above and any additional information received during the RFP process.

The District representatives will be available to answer questions regarding the RFP and the project during the pre-proposal conference and site walk through. To make arrangements to schedule your **attendance of the Pre-Proposal Conference**, please contact the following person:

Crystal Johnson, Superintendent
350 N. Chicago Street
Rossville, IL 60963
217-748-6666
Fax: 217-748-7121

2. Submitting your Response

Your response should follow the outline below and be concise. Failure to follow any of the RFP's instructions could nullify your response from consideration. All proposals must be valid and held open by the ESCO for sixty (60) days after the due date. ESCO shall submit 8 hard copies of its proposal and one electronic copy on CD, DVD or flash drive or other medium included in the sealed package with the proposal. Submissions should be addressed to: sealed and packaged with clear identification to read as follows:

Crystal Johnson, Superintendent
350 N. Chicago Street
Rossville, IL 60963
217-748-6666
Fax: 217-748-7121

The proposal sealed and packaged with clear identification on the bottom back of the envelope to read as follows: "RFP for Performance Contracting"

The deadline for submitting your response will be no later than **December 21, 2012 at 9 AM**. Submissions received after that date and time will not be considered. No electronic submissions or electronic modifications to the submission will be considered. Proposals will be opened publicly on **December 21, 2012 at 9 AM/PM** at *Rossville-Alvin Community Unit School District #7, 350 N. Chicago Street, Rossville, Illinois, 60963*

Questions or clarification may be directed to Crystal Johnson via phone 217-748-6666 or email johnsoncl@rossville.k12.il.us.

Any contact with Board of Education members during the RFP process without prior approval of the Superintendent Crystal Johnson will be grounds for immediate disqualification of the firm.

3. Proposal Review and Selection of Finalists

District will establish a Project Evaluation Team to review and evaluate the ESCOs written responses to this RFP in accordance with the evaluation criteria identified below and consistent with the law. The Project Evaluation Team will check client references which will also be included in the evaluation. The District intends to select no more than two (2) ESCOs as finalists, and may elect to forego interviews.

Responses will be evaluated based on (a) the quality and completeness of the information provided; (b) experience, qualifications and responsibility of the ESCO; (c) design and quality of proposed ECMs; and (d) overall value to the District.

4. Professional Engineer Involvement

A registered professional engineer must, at a minimum, review and approve design work done under this contract. All proposed and installed improvements must meet or exceed all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards.

5. As-Built Drawings

Where applicable, ESCO must provide mylar, reproducible "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 architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation. ESCO will be responsible for ROE permits and associated paperwork and construction documents, subject to any required approval by and/or consultation with the District's architect.

6. 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.

7. Follow-up Maintenance, Monitoring and Training Services

The ESCO will be responsible for annual measurement and verification of ECMs as well as for ongoing training as negotiated by the parties. In addition, District may negotiate an on-going maintenance service contract. Project savings will be verified and reconciled (either by the ESCO or by the District) on an annual basis.

PROPOSAL CONTENT & FORMAT

Proposals must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be unresponsive to the requests for information contained herein.

A. EXECUTIVE SUMMARY

B. ESCO PROFILE

1. General Firm Information- Firm name, mailing address, and phone number. Names, titles, and phone number of two principal contact persons. List any division or Branch Offices that will participate materially in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided.
2. Type of Firm
3. Federal Employer Identification Number
4. Year Firm Established
5. Name and address of banks at which the firm has bank accounts (no more than two needed)
6. Corporate Background
 - a. Years under present name- How many years has your firm been in business under its present business name.
 - b. Former names- Indicate all other names by which your organization has been know and the length of time by each name.
 - c. Years in energy business- How many years has your firm been providing energy efficiency related business for Illinois School Districts.
 - d. How many years has your firm offered construction management services?
 - e. Bankruptcy involvement- Has your firm, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? If yes, explain in detail the circumstances, date of the protection order was filed and the resolution of the case (or current status, if still ongoing)
 - f. Litigation involvement – Has your firm, or any of its parents or subsidiaries, been a party to any lawsuits in state or federal court with a school or similar entity related to a construction project in the last five years? If yes, state the parties, the venue, docket number, describe the dispute and the resolution of the case (if resolved).
 - g. Defaults on contracts – Has your firm, or any of its parents or subsidiaries, defaulted on any contracts in the past three years? If yes, identify the parties to the contract and describe the nature of the default and the result.
 - h. Is your firm willing to enter into a construction management contract related to the non-ECM work at the high school (e.g., paving of parking lots, flooring, painting, other asbestos removal and construction of new classrooms or offices)? If yes, please provide a brief description of your past experience as a construction manager and at least three project references.
 - i. What are your firm’s typical rates for construction management services?

C. GENERAL QUALIFICATIONS

1. List of contracts for ECMs- Provide list of your most recently completed (past two years) Guaranteed Energy Savings Contracts. Include K-12 projects located within the state of Illinois. **List only references where your company was the prime contractor.**
2. List of construction management contracts – list all construction management experience involving schools during the past two years for non-ECM work (such as paving of parking lots, flooring, painting, other asbestos removal and construction of new classrooms or offices).
3. Provide names, addresses and contact information for at least three (3) material suppliers with whom you are currently doing business and have been for at least one (1) year.
4. Provide names, addresses and contact information for at least three (3) architects with whom your firm has worked in the past five years.
5. Energy Guarantee History- Briefly describe all energy performance contract guarantees that your firm has managed within the last five (5) years. Identify those project guarantees involving buildings similar to the District's type. Provide, at a minimum, a copy of at least one sample measurement and verification report.
6. Personnel Information
 - a. Full time personnel- indicate the number of full-time personnel employed by your firm and those specifically that will take an active role on this project. Provide all energy related engineering qualifications such as LEED AP, or Certified Energy Manager, for the companies personnel assigned to this project.
7. Qualifications and experience
 - a. Include an organizational chart for all members of your company with specific responsibilities for performance based facility modernization and energy services for public sector. Include a brief description and/or resume for each team member to whom will be actively involved in the proposed project.
 - b. Include any LEED® AP Certification or current Professional Engineering License for lead member of the ESCOs project team.
8. Areas of Expertise
 - a. List all areas of expertise related to potential energy and water improvements in facilities and infrastructure. Include specialized area of expertise in areas that might be relevant to the project. Also describe the professional and skilled trades that your firm customarily performs with employees.
9. Grants and Rebates
 - a. Identify grants you have applied for and received for your customers in the past two years.
 - b. Explain your approach to obtaining rebates.
10. Contract negotiation personnel

- a. Give the name and address of the person who will have primary responsibility for contract negotiations.

D. GENERAL APPROACH

1. Project Summary
 - a. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) that would be offered for this project. Include a brief description of your firm's approach to management and specific benefits your firm can offer the District. Include estimates of all costs of installations, modifications or remodeling, including, without limitation, costs of a pre-installation energy audit or analysis, design, engineering, installation, maintenance, repairs, conversions to a different energy or fuel source, or post-installation project monitoring, data collection and reporting.
2. Training Provisions
 - a. Describe your firm's capabilities in providing technical training for District's facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
3. Engineering Design
 - a. Describe your firm's approach to the technical design of the ECMs.
4. Handing of Hazardous Materials.
 - a. All work completed under this contract must be 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. Work must also be in accordance with sound engineering and safety practices, and in compliance with all District rules relative to the premises. The selected ESCO will be contractually responsible for the removal of any asbestos or other hazardous material required for the project. ESCO needs to be an EPA Lead-Safe Certified Firm for Renovations and the ESCO must have a full time project manager on site that is a RRP certified renovator.
5. Monitoring and Verification
 - a. Describe the methodology proposed for ongoing monitoring and savings verification of each recommended ECM's performance, including the frequency of such efforts. Note if an industry standard such as the International Monitoring and Verification protocol is used and describe the preferred method.
6. Baseline Calculation Methodology
 - a. Describe in detail the methodology your firm normally uses to compute baseline of energy use as well as performance.
7. Adjustment to Baseline Methodology
 - a. Describe the method(s) used to adjust the energy and O&M baseline due to such factors as weather and facility use changes. Describe the factors that would necessitate adjustment.

8. Savings Calculations

- a. List all procedures, formulas, and methodologies including special metering or equipment your firm will use to calculate energy and O&M savings. Include assumptions made in calculations.

9. Dollar Savings Calculations

- a. Describe the procedure to assign values to the O&M and energy savings.

10. Maintenance Contract Flexibility

- a. Describe the types of services that may be included in a maintenance contract. Comment on whether the District's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee (These could include programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.) Describe and explain if and why a maintenance contract is required, the length of the maintenance contract requirement, and the impact, if any, to the guarantee in the event the District chooses to terminate the maintenance contract, or forego a maintenance contract entirely, prior to the end of the performance contract.

11. Cost Savings Guarantee Calculations

- a. Describe your firm's procedures and schedule for measuring financial performance of projects. Describe how the guarantee provisions work in the event that project results vary from projections. Also describe how excess savings will be documented for the District's benefit.

12. Provision of Warranties

- a. State the nature and term of all warranties that will apply to the project.

13. Sample Contract

- a. Attach a sample of the contract offered by your firm, with the proposed guarantee.

14. Technical Audit

- a. Briefly describe your approach to auditing a facility.

E. SITE SPECIFIC APPROACH AND IMPLEMENTATION PLAN

- 1) Describe overall existing conditions and potential recommendations.

- 2) Standards of Comfort
 - a) Describe standards of comfort and functionality that will be used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.

- 3) Construction Coordination
 - a) 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) Describe your flexibility and/or limitations regarding possible District's monitoring and installation and performance of ESCO projects, District's integration of other identified capital needs with ESCO projects that may or may not contain energy and operational cost savings opportunities.
 - c) Describe your flexibility and willingness to work with the District's architect on the final design of proposed facility improvements.

- 4) Project Financing
 - a) Describe your firm's approach to providing or arranging any additional financing for the proposed project other than the District's life safety bond issuance.
 - b) Describe the mechanics of any such financing arrangement, equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with financing this project.

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 workmanlike manner and be in compliance with all District regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract. By submitting a proposal, ESCO certifies that the proposal has not been arrived at collusively or otherwise in violation of either federal or State laws. Moreover, by submitting a proposal, ESCO, and the signatory to each proposal, represents that ESCO is not barred from bidding for or entering a contract with any unit of State or local government as a result of a violation of bid rigging or bid rotating or otherwise, and ESCO agrees that if this certification is false, the District may declare any resulting agreement void. ESCO agrees that ESCO and its affiliates will collect and remit Illinois Use Tax to the extent applicable on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.), regardless of whether ESCO is a "retailer maintaining a place of business within this State" as defined in Section 2 of the Use Tax Act (35 ILCS 105/2). ESCO further certifies that it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) by taking all actions enumerated at 30 ILCS 580/3. ESCO and all subcontractors shall pay not less than the general prevailing hourly rate of wages in the locality in which the work is to be performed for each craft or type of work or mechanic needed to execute the agreement or perform such work, and shall in all other respects comply with the Prevailing Wage Act, 820 ILCS 130/1 et. seq. (the "Act"), in carrying out the work. Attached as Exhibit B is a list of the current prevailing wage rates; however, the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website. ESCO shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by ESCO and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the contract sum. ESCO and its subcontractors shall keep records of all laborers, mechanics, and other workers employed on the project as required by the Act, and shall submit monthly to the District a certified payroll consisting of such records and a signed statement averring that (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the signer is aware that filing a certified payroll that he or she (or his or her employer) knows to be false is a Class B misdemeanor. ESCO understands that smoking is prohibited on school district property pursuant to State and federal law. ESCO acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of the District. All employees of ESCO and its subcontractors performing work under this agreement who have direct, daily contact with pupils of any school in the District must submit to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. Moreover, ESCO represents and warrants that none of its employees, agents or contractors performing work on the project are prohibited from being present on the District's property as a result of any criminal conviction. Illinois law (720 ILCS 5/11-9.3) prohibits the presence within a school zone by child sex offenders. Sex offender background checks of all of the employees of ESCO and its subcontractors who are currently or who will in the future be performing work on District's property, are required prior to the time of entry onto the property. ESCO will verify that all employees are not registered in the Sex Offender Database maintained by the Illinois State Police and accessible at <http://www.isp.state.il.us/sor/sor.cfm>. ESCO will notify subcontractors who will be working on the Project, that they must provide ESCO and the District the names of the individuals that will be in the District's buildings and that each subcontractor must certify in writing that all such individuals are not registered in the Sex Offender Database maintained by the Illinois State Police. This requirement for an employee listing and certification applies to all subcontractors and

sub-subcontractors that will enter District's property as well. The procedures for entry into District's buildings will be followed, by having individuals sign in at specific locations, as directed. ESCO agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. ESCO further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C Section 1201 et seq., and rules and regulations promulgated thereunder. As required by Illinois law, in the event of ESCO's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), ESCO may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the agreement, ESCO shall agree as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of ESCO's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with ESCO in its efforts to comply with such Act and Rules, ESCO will promptly so notify the Department and the District and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- e. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the District, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the District and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- g. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with

other provisions of the Agreement, ESCO will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the District and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, ESCO will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In addition to the foregoing, to the extent applicable and enforceable, the ESCO shall comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and the Steel Products Procurement Act (30 ILCS 565/1 et seq.). ESCO shall protect, defend, indemnify and hold the District harmless for any claims or demands made as a result of ESCO's or its subcontractors' failure to comply with any of the foregoing legal requirements.

CONTRACT NEGOTIATIONS

Rossville-Alvin Community Unit School District #7 will attempt to negotiate and contract for services described in this RFP solicitation with the most qualified firm. If an agreement cannot be reached, there may be an attempt to negotiate a contract with the second qualified firm.

COST FOR PROPOSAL PREPARATION

The District is not liable for any cost incurred by the respondent in preparing or submitting a proposal, or in preparing the contract or for any finder's fee.

DISCLOSURE

The District assembled the RFP with the assistance of the CTS Group, Ameresco and GRP Mechanical Co.

EXHIBIT A - ENERGY AUDIT OR EXECUTIVE SUMMARY

[INSERT ENERGY AUDIT OR EXECUTIVE SUMMARY THEREOF IF AN ENERGY AUDIT HAS BEEN PERFORMED BY AN ENERGY SERVICES CONTRACTOR WITHIN THE PAST 3 YEARS. OTHERWISE, INSERT "NONE – NO ENERGY AUDIT HAS BEEN PERFORMED FOR THE DISTRICT BY AN ENERGY SERVICES CONTRACTOR WITHIN THE LAST THREE YEARS."]

NONE

EXHIBIT B – VERMILION COUNTY PREVAILING WAGE FOR NOVEMBER 2012

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	BLD	29.610	30.860	1.5	1.5	2.0	5.750	9.790	0.000	0.900		
ASBESTOS ABT-MEC	BLD	20.450	21.450	1.5	1.5	2.0	6.250	5.000	0.000	0.000		
BOILERMAKER	BLD	35.010	38.010	2.0	2.0	2.0	7.070	13.83	0.000	0.300		
BRICK MASON	BLD	30.670	32.170	1.5	1.5	2.0	6.600	10.03	0.000	0.630		
CARPENTER	BLD	33.000	35.250	1.5	1.5	2.0	7.450	9.250	0.000	0.520		
CARPENTER	HWY	33.350	35.100	1.5	1.5	2.0	7.450	9.250	0.000	0.520		
CEMENT MASON	BLD	29.800	31.300	1.5	1.5	2.0	6.600	8.360	0.000	0.500		
CEMENT MASON	HWY	30.390	31.890	1.5	1.5	2.0	6.600	8.560	0.000	0.500		
CERAMIC TILE FNSHER	BLD	28.400	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000		
ELECTRIC PWR EQMT OP	ALL	35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000	0.270		
ELECTRIC PWR GRNDMAN	ALL	24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000	0.180		
ELECTRIC PWR LINEMAN	ALL	39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000	0.300		
ELECTRIC PWR TRK DRV	ALL	25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000	0.190		
ELECTRICIAN	ALL	32.340	35.570	1.5	1.5	2.0	5.350	10.47	0.000	0.550		
ELECTRONIC SYS TECH	BLD	30.500	32.250	1.5	1.5	2.0	5.350	6.410	0.000	0.400		
FENCE ERECTOR	ALL	30.610	32.510	1.5	1.5	2.0	8.840	8.420	0.000	0.900		
GLAZIER	BLD	26.580	28.080	1.5	1.5	2.0	6.160	5.310	0.000	0.400		
HT/FROST INSULATOR	BLD	31.230	32.230	1.5	1.5	2.0	5.790	8.960	2.000	0.250		
IRON WORKER	ALL	30.610	32.510	1.5	1.5	2.0	8.840	8.420	0.000	0.900		
LABORER	BLD	27.610	28.860	1.5	1.5	2.0	5.750	9.790	0.000	0.900		
LABORER	HWY	29.650	30.650	1.5	1.5	2.0	5.750	9.790	0.000	0.800		
LATHER	BLD	33.000	35.250	1.5	1.5	2.0	7.450	9.250	0.000	0.520		
MACHINIST	BLD	43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000		
MARBLE FINISHERS	BLD	28.400	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000		
MARBLE MASON	BLD	29.900	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000		
MILLWRIGHT	BLD	29.620	31.870	1.5	1.5	2.0	7.450	13.09	0.000	0.520		
MILLWRIGHT	HWY	31.400	33.150	1.5	1.5	2.0	7.450	13.54	0.000	0.520		
OPERATING ENGINEER	ALL 1	36.150	0.000	1.5	1.5	2.0	6.800	8.400	0.000	0.800		
OPERATING ENGINEER	ALL 2	23.450	0.000	1.5	1.5	2.0	6.800	8.400	0.000	0.800		
PAINTER	ALL	33.560	35.060	1.5	1.5	2.0	6.600	4.420	0.000	0.570		
PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000		
PILEDRIIVER	BLD	33.500	35.750	1.5	1.5	2.0	7.450	9.250	0.000	0.520		
PILEDRIIVER	HWY	34.350	36.100	1.5	1.5	2.0	7.450	9.250	0.000	0.520		
PIPEFITTER	ALL	35.470	38.130	1.5	1.5	2.0	6.100	6.630	0.000	0.610		
PLASTERER	BLD	30.000	32.000	1.5	1.5	2.0	6.600	10.17	0.000	0.500		
PLUMBER	ALL	35.470	38.130	1.5	1.5	2.0	6.100	6.630	0.000	0.610		
ROOFER	BLD	28.750	30.250	1.5	1.5	2.0	9.150	8.400	0.000	0.200		
SHEETMETAL WORKER	BLD	33.640	35.640	1.5	1.5	2.0	8.100	10.78	0.000	0.520		
SPRINKLER FITTER	BLD	36.390	39.140	1.5	1.5	2.0	8.420	8.350	0.000	0.350		
STONE MASON	BLD	30.670	32.170	1.5	1.5	2.0	6.600	10.03	0.000	0.630		
TERRAZZO FINISHER	BLD	28.400	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000		
TERRAZZO MASON	BLD	29.900	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000		
TILE MASON	BLD	29.900	0.000	1.5	1.5	2.0	6.600	7.930	0.000	0.000		
TRUCK DRIVER	ALL 1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	ALL 2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	ALL 3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	ALL 4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	ALL 5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	O&C 1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	O&C 2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	O&C 3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	O&C 4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TRUCK DRIVER	O&C 5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250		
TUCKPOINTER	BLD	30.670	32.170	1.5	1.5	2.0	6.600	10.03	0.000	0.630		