

**Community Unit School District # 300
Purchasing Department
300 Cleveland Avenue
Carpentersville, IL 60110
847-551-8460 - PHONE
847-551- 8463- FAX**

June 20, 2012

Dear Vendor:

The Board of Education of Community Unit School District No. 300 invites you to submit a sealed proposal for –

Guaranteed Energy Saving Contract

Payment of Prevailing Wages is required for this project

The enclosed proposal form(s) **must** be used in submitting proposals. Proposal must be addressed as follows:

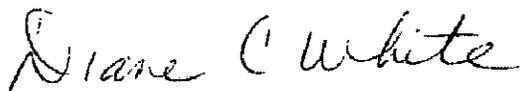
Community Unit School District No. 300
Purchasing Department – **Guaranteed Energy Saving Contract**

**300 Cleveland Avenue
Carpentersville, IL 60110**

Sealed proposals will be received until **11:30AM, Tuesday, August 21, 2012** at which time they will be publicly opened and read.

The required Contractor's Certification forms must be completed and returned with the quote.

It is the intention of the Board of Education to award the proposal at the **September 17, 2012 regular meeting**. The Board of Education may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. District No. 300 further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid, which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a quote without any specification of reason for the rejection. Any request for information shall be made to **Diane C. White, Purchasing Manager**, but the response may not be used as a condition to any quote being submitted.



Sincerely,
Diane C. White
Purchasing Manager

PUBLIC NOTICE

NOTICE TO BIDDERS

**The Board of Education of Community Unit School District No. 300
is accepting sealed proposals for:**

Guaranteed Energy Saving Contract

Notice is hereby given that Carpentersville CUSD 300 shall receive proposals for a Guaranteed Savings Contract until **11:30AM, Tuesday, August 21, 2012** at the Administrative Building located at 300 Cleveland Ave, Carpentersville, IL 60110. The contract shall follow the requirements of Article 19b of the Illinois School Code – “School Energy Conservation Measures.” For more information contact Jeffrey Schubert, Assistant Purchasing Manager, at (847) 551-8369 or email jeffrey.schubert@d300.org

The Qualified Provider to whom the work is awarded shall acknowledge that Prevailing wages are required. The District requests 5 sealed copies (1 Original and 3 Copies and 1 Electronic copy) of the proposal which must include a proposal with the content and in the format described within the RFP.

A **mandatory** pre –proposal meeting for all Qualified Providers has been scheduled for 10:30 am on June 25, 2012 at the Administration Building. A facility walk through will be held immediately following the meeting. If you are unable to attend in person we will also have a live webinar during that time.

The District reserves the right to terminate this project prior to proposals being received, to reject any and all proposals and to be the sole judge of the value and merit of the proposals offered. Upon review of the Proposals received in response to this RFP, the District may enter into a contract with the provider that best meets the needs of the District. The District will only consider those companies who meet all requirements listed in the RFP.

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

In accordance with the Illinois School Code Article 105 ILCS 5/19B-5, we disclose that Performance Services, Inc. participated in the preparation of these specifications.

Guaranteed Energy Saving Contract

TIMELINE - AS OF 6/7/2012

ACTION	DATE	TIME	LOCATION
LEGAL AD	6/20/2012		NORTHWEST HERALD
POSTED ON CDB WEBSITE	6/20/2012		http://www.cdb.state.il.us/escos.shtml#Procurement
SPECIFICATIONS RELEASED	6/20/2012	12:00pm	PURCHASING
MANDATORY PRE-BID MEETING	6/25/2012	10:30AM	ADMINISTRATION
RFP OPENING	8/21/2012	11:30AM	PURCHASING
VENDOR INTERVIEWS	8/27-8/29		PURCHASING
COMMUNITY FACILITY OVERSIGHT COMM.	9/4/2012		ADMINISTRATION
BOE APPROVAL	9/17/2012		BOE (Westfield)

Instructions to Bidders

1. GENERAL

- a. Proposals shall be signed and submitted in an envelope properly marked with the title of the bid, and date and time of opening. Unsigned bids will be rejected.
- b. Seal and deliver proposals to the purchasing office on or before the time scheduled for the opening. Late bids will not be opened nor considered.
- c. All proposals shall be made on this form.
- d. The Board of Education is neither subject to Federal Excise Tax nor Illinois Retailers Occupational Tax.
- e. Prices proposals shall include all charges for packing, transportation and delivery to the locations designated on the quote specification and installation if called for in the quote specifications.
- f. Correspondence shall be addressed to the Purchasing Manager.
- g. Proposals are available for inspection in the purchasing office by appointment for 10 days after the date of the award of an order.
- h. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should a bidder find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, bidder shall advise the purchasing official first orally, followed by written (FAX or letter) with specification of the claimed problems which must be received during regular working hours at least 10 days before the date set for quote opening so that a written notification can be prepared by any purchasing official, who will issue the necessary clarifications to all prospective bidders by means of addenda.

3. FIRM BID

All proposals will be considered to be firm for a period of sixty (60) days from the date established for the opening of proposal.

4. WITHDRAWAL OF BIDS

proposals may be withdrawn by letter, or telegram, or fax received by the district or in person prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

- a. The purchasing official will make such investigation as is necessary to determine the ability of the bidder to fulfill quote requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid.
- b. The Board of Education reserves the right to reject any quote if it is determined that the bidder is not properly qualified to carry out the obligations of the contract. The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that quote which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items quote shall be new unless otherwise specified in the requirements.

6. VENDOR APPLICATION AND W-9 FORM

District 300 requires that a current Vendor Application and W-9 form be included with your sealed bid. These forms can be found on the District 300 website – www.d300.org. Go to Quote *Info/Vendor Registration* and download the vendor application and W-9 form.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these quote forms shall be construed as acceptance of all provisions contained herein.

9. CONTRACTS

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract (whether or not federal funds are involved) the contractor agrees as follows:

- a. The contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin, as those terms are contained in the Illinois Human Rights Act (775ILCS 5/1-10 et.seq., hereinafter "unlawful discrimination". The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

11. COMPLETION DELIVERY TIME

If delivery time will exceed thirty (30) days after receipt of a purchase order, bidders state the delivery time by each respective item. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

12. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding and to award each item to a different bidder or all items to a single bidder unless otherwise noted on quote request, and to determine whether in the opinion of the Board of Education: (1) an early delivery date is entitled to more consideration than price, (2) an earlier delivery date is to be disregarded because of the reputation of the bidder for not meeting delivery dates, (3) a bidder is not a responsible bidder and should be disregarded. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit count(s) listed will prevail and be considered accurate.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each bidder shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely

upon their own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each bidder shall be held to represent that bidder has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

14. PERFORMANCE: LABOR AND MATERIAL PAYMENT BONDS IS REQUIRED OF THIS PROJECT)

Within ten days of the date of the Notice of Award, the successful contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. Each bond shall be in accordance with AIA. Document A31 1. The contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

15. BID SECURITY IS NOT REQUIRED FOR THIS PROJECT)

A Quote Bond or Bank check made payable to the Board of Education in the amount of ten percent (10%) of the proposal shall accompany each quote as a guarantee that the bidder, if awarded the contract, will furnish the required Performance Bond and Labor and Material Payment bonds, execute the contract and proceed with the work. Upon failure to do so, the contractor shall forfeit the check or the district shall be entitled to the principal amount of quote bonds as liquidated damages. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle bidder to a return of the check or quote bond. No bidder may withdraw a quote for a period of 60 days after the date of opening thereof.

The quote bonds or checks will, with the exception of those of the three lowest bidders, be returned within seven days after the opening of bids and the

remaining checks or quote bonds will be returned when the contract is executed and all required bonds have been provided.

16. SERVICE POINT

Neubert Elementary School
1100 Huntington Dr
Algonquin, IL 60102

Westfield Community School
2100 Sleepy Hollow Rd
Algonquin, IL 60102

Hampshire Middle School
560 S State St
Hampshire, IL 60140

Jacobs High School
2601 Bunker Hill Dr
Algonquin, IL 60102

Contact once contract is awarded

David Ulm Jr.
Director of Facilities
2605 Bunker Hill Drive
Algonquin, IL 60102
847 532-6700 (Office)
Email: david.ulm@d300.org

17. INSURANCE (REQUIRED)

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the Board of Education:

MINIMUM INSURANCE REQUIREMENTS

General Liability	General Aggregate	\$2,000,000
	Products-Comp/OP Agg	2,000,000
	Personal Injury	1,000,000
	Each Occurrence	1,000,000
	Fire Damage (Any one fire)	50,000
	Medical Exp. (Any one person)	5,000
Excess Liability	Each Occurrence	2,000,000
	Aggregate	2,000,000
Automobile Liability	Bodily Injury (each occ)	1,000,000
	Property Damage (each occ)	1,000,000
Worker's Compensation	Statutory Limits	
	Each Accident	500,000
	Disease-Policy Limit	500,000
	Disease-Each employee	500,000

All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Board of Education.

With respect to the insurance required herein, the contractor shall provide such insurance naming the Board of Education, the Board of Education and its members individually, and its employees and agents as **additional named insured**. The contractor shall also purchase and maintain such insurance as will protect the institution from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the quote award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for the Board of Education.

18. TOTAL PRICE FOR ALL ITEMS BID

A total quote dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the quote form before signing and submitting the bid.

19. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members individually, their officers, employees, servants and agents, from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

-Caused in whole or in part by an act, error or omissions by the contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

-Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent

thereto.

-Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

20. LATE BIDS

Bids received after the time specified in the Invitation to Quote will not be opened or considered. The method of transmittal of the quote proposal is at the bidder's risk of untimely receipt by the Board of Education. The use of Board of Education equipment for transmission of bids is prohibited.

21. RECYCLED PRODUCTS

The Board of Education supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as quote alternatives. Notations are to be included as to the percentage of recycled products in each item.

22. PAYMENT

Payment to be made within 45 days of the project completion.

Payment of Prevailing Wage

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

The Illinois Department of Labor publishes the current prevailing wage rate.

See www.state.il.us/agency/idol/rates/rate.htm.

The rate is revised regularly and such revisions take effect immediately.

Record keeping Responsibilities

All contractors and subcontractors must create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public work project. (820 ILCS 130/5(a)(1).

These records must include each worker's name, address, telephone number (if available), social security number, classifications(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by the public body's agents or Illinois Department of Labor officials at a

reasonable time and place upon seven business days notice. (820 ILCS 130/5(a)(1), (b).

Certified Payroll Records

A contractor or subcontractor participating in a public works project must also submit a Certified Payroll to the public body every month or with every application for payment. This certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the act, discussed above (with the exception of daily work starting and ending times). 820 ILCS 130/5(a)(2)

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

23. MANUALS

The successful bidder shall supply, at no cost to the Board of Education, a detailed service manual, parts list, and list of service locations.

24. COMPLETION OF WORK

TBA

25. PERSONNEL

If any person employed on the work site were, in the opinion of the Supervisor of Buildings and Grounds, of CUSD #300, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, he or she shall be directed by the contractor to cease work and vacate the job site immediately.

26. SEXUAL HARASSMENT

775 ILCS 5/2-105, Human Rights Act Requirement – Written Sexual Harassment Policies contained as follows: Bidder shall have written sexual harassment policies 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 vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

27. QUALIFICATIONS – Vendor must be an authorized dealer and installer of products vendor is bidding on. Vendor must supply a list of references of like products and installations. Reference sheet is attached.

28. CANCELLATION – The Board of Education of Community Unit School District #300 reserves the right to cancel this contract at any time for reasons of unsatisfactory services.

29. NEW BOARD POLICY

Vendor/Contractor Conflict of Interest

Any vendor or contractor doing \$5,000 - \$25,000 in business with the District within a fiscal year shall not contribute to any political campaign that directly affects the District while doing business for the District or for a period of two years after completion of business with the District. Further, the District will not enter into significant business with a vendor or contractor that has contributed to a political campaign that directly affects the District within two years prior to commencing business. Any vendor or contractor that participates and is awarded a contract through the competitive bidding process is exempt from this policy.

Political campaigns that directly affect the District shall be defined as:

- School Board election
- Tax or bond referendum

LEGAL REF.: 105 ILCS 5/10-20.19c, 5/10-20.21, 510-22.34c,
and 5/19b-1 Et seq 820 ILCS 130/0.01 et seq.

REVISED: August 10, 2009

30. ADDITIONAL INFORMATION

Direct any questions to Jeffrey Schubert, Assistant Purchasing Manager
(847) 551-8469 or email them to jeffrey.schubert@d300.org

REFERENCES

LIST BELOW THE LAST FIVE (5) BUSINESSES OR OTHER ORGANIZATIONS FOR WHICH YOU HAVE PROVIDED COMPARABLE SERVICES.

1. **ORGANIZATION:**

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE JOB:

DESCRIPTION OF WORK COMPLETED:

2. **ORGANIZATION:**

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE JOB:

DESCRIPTION OF WORK COMPLETED:

REFERENCES (CONT.)

3. ORGANIZATION:

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE JOB:

DESCRIPTION OF WORK COMPLETED:

4. ORGANIZATION:

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE JOB:

DESCRIPTION OF WORK COMPLETED:

REFERENCES (CONT.)

5. ORGANIZATION:

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE JOB:

DESCRIPTION OF WORK COMPLETED:

OFFEROR'S NAME: _____

SIGNATURE: _____

DATE: _____

COMMENTS –

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for quote rigging or quote rotation.

The following certification must be signed and submitted with bidder's quote Quote . FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its quote for the _____ work for Community Unit School District #300, Carpentersville, Illinois , of Cook, DeKalb, Kane, and McHenry Counties, Illinois certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2012

NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

_____, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2012

NOTARY PUBLIC

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY**

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

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2012

NOTARY PUBLIC

CERTIFICATE REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2012

NOTARY PUBLIC

CERTIFICATE REGARDING

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

_____ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then _____ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm:

By:

(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2012

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) Quote was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's quote Quote .
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its quote for the _____
work for Community Unit School District #300, Carpentersville, Illinois certifies
that said Contractor is not barred from bidding on the aforementioned contract as
a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2012

NOTARY PUBLIC

**CERTIFICATE REGARDING
COMMUNITY UNIT SCHOOL DISTRICT 300
VENDOR/CONTRACTOR CONFLICT OF INTEREST**

_____, does hereby certify that they have read and fully understand the Vendor/Contractor Conflict of Interest Board Policy as stated below:

Vendor/Contractor Conflict of Interest

Any vendor or contractor doing \$5,000 - \$25,000 in business with the District within a fiscal year shall not contribute to any political campaign that directly affects the District while doing business for the District or for a period of two years after completion of business with the District. Further, the District will not enter into significant business with a vendor or contractor that has contributed to a political campaign that directly affects the District within two years prior to commencing business. Any vendor or contractor that participates and is awarded a contract through the competitive bidding process is exempt from this policy.

LEGAL REF.: 105 ILCS 5/10-20.19c, 5/10-20.21, 510-22.34c, and 5/19b-1 et seq.
820 ILCS 130/0.01 et seq.

CROSS REF: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation) 4:150 (Facility Management and Building Programs)

ADOPTED: February 10, 2003

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2012

NOTARY PUBLIC

I. PROPOSAL CONTENT & FORMAT

Carpentersville CUSD 300 (the District) requests proposals for the implementation of energy conservation measures, repairs and replacement services at Carpentersville CUSD 300 on a performance contracting basis. The District's objectives in issuing this Request for Proposal are to provide a competitive means in which to select a single Qualified Provider (state certified guaranteed energy Savings Company) to perform the implementation of a guaranteed savings contract. The contract shall follow the Illinois School Code and the following RFP format. Qualified Providers must submit five (5) 5 sealed copies (1 Original and 3 Copies and 1 Electronic copy) of their proposals.

Proposals must be submitted in the format outlined in this section. For each proposal a checklist will be used in reviewing the proposal to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

A. Table of Contents

Responses shall include a table of contents properly indicating the section and page numbers of the requested information.

B. Executive Summary

Responses shall include a concise abstract stating the respondent's overview of the project. Project pricing/breakdown must be included in the summary.

C. Company Profile

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

1. Company Qualifications-
2. Location of Corporate Headquarters and Regional Offices.
3. Resumes of all key project personnel. Include the name of the engineer(s) or engineering firm providing the design engineering for the project including their PE numbers as well as the PE numbers of all full time employees of the Qualified Provider who are professional engineers registered in the State of Illinois and who will be working on this project.
4. References- List completed Guaranteed Energy Savings Contracts (GESCs) where similar solutions to those proposed for this project have been implemented in K-12 schools, Universities, Municipalities, and Multi-campus Businesses.
5. Litigation- List any projects with which the Provider has entered into litigation or arbitration during the past 5 years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation will result in disqualification.
6. Provide three (3) years of financial statements (audited preferred) and current credit rating

D. Technical Approach

Section D should contain the following information about the respondent's technical approach to meet the District's energy efficiency, operating cost reduction and comfort objectives.

1. **Needs & Solutions:** Include a "Needs & Solutions" section explaining facility needs and solutions the Provider recommends for all proposed improvements.
2. **Scope of Work:** Proposals may include the following improvements and other improvements that the Provider may choose to offer. Improvements should be listed for any school where the Provider identifies needs and appropriate solutions.
3. **Documentation:** For any work where the provider will be providing pricing, provide the following documentation for the scope of work being proposed.
 - a. **Detailed Drawings Must Be Provided**
 - b. Separate from the drawings provide in Section D of the proposal an **Equipment/Material Table** providing: manufacturer, type, model, size, and quantity for all equipment must be provided.
4. **Engineering Approach:** Describe your firm's approach to the technical design of this project.
5. **Energy Engineering:** Provide a detailed explanation of how the Provider intends to calculate energy savings and what types of guarantees will be offered (utility bill analysis, actual measurements and stipulated savings and the cost of each option). Show the actual energy savings calculations and an energy savings contract of the provider's recent project not just stipulated savings.
6. **Contractor Selection:** Described the process that the Provider utilizes to obtain their contractors and what criteria will be used to make the contractor selections.
7. **Equipment Selection:** Described the process that the Provider utilizes to obtain the equipment to be used on the project and specifically what criteria will be used to make equipment selections.
8. **Installation Approach:** Describe how the Provider intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, change-orders and commissioning
9. **Commissioning: (4) Four Season Optimization:** Described in detail the commissioning processes that the Provider intends to utilize to commission the building for the learning environment and energy efficiency. Provide actual documents for past projects where this same approach was utilized.
10. **Performance Assurance:** Described in detail the performance assurance processes that the Provider intends to utilize to insure the building operates at peak performance both at the completion of the installation phase and throughout the contract term. Provide actual guaranteed savings reports from past projects where this same approach was utilized showing how both energy and operational savings were calculated.

11. **Additional Information:** Supply any additional information about the Provider's technical approach to the project may be included in the proposal.

E. Financial Aspects

Section E should contain the financial components of the proposed work as identified below.

1. **Pricing:** Describe in detail the process that the Provider intends to utilize to obtain the best prices for the District both initially and if additional work is required. Explain why this is the best approach.
 - a. Include the firm cost and guaranteed energy savings amount for all proposed improvements for each facility.
 - b. Provide the pricing process for any future work including percentage markup for expected general conditions/internal costs, engineering labor, project management labor and profit markup.
2. **Energy Savings:** Explain how the Provider intends to maximize energy savings and the advantage to the Provider's approach. Include in this proposal the provider's actual Guarantee Energy Savings Contract for the priced improvements along with all corresponding calculations not just stipulated savings.
3. **Energy Savings Results**
 - a. Provide an annual energy savings report (M&V) to the district. Detail how the report is generated. Include any information with regards to cost and timing of the report.
 - b. Shortfalls
 - ◆ The Provider must include a summary of the reported annual savings for all completed projects. Any projects that did not meet the annual energy guarantee must be listed with an explanation for the shortfall.
4. **Project Funding:** Project funding will be developed by the school after selection of the provider.

F. Implementation Plan

1. Include in your proposal an implementation plan including dates describing how the qualified provider intends to execute the project that meets the timelines set forth in these specifications.
2. Describe in detail your approach to project management for this energy conservation program.
3. Provide an implementation timetable as well as a staffing plan identifying key project management personnel.

G. Reimbursement for Evaluation: In accordance with Illinois School Code 105 ILCS 5/19b-2, it is the intention of the District to seek reimbursement to retain a registered professional to evaluate proposals. Proposals should include up to, but not exceed, an estimated \$5,000 to cover these costs.

H. Additional Information (see attached)

1. Neubert Elementary School
 - a. Floor Plans
 - b. Utility Bills
 - ◆ Gas
 - ◆ Electric
 - ◆ Water

2. Westfield Community School
 - a. Floor Plans
 - b. Utility Bills
 - ◆ Gas
 - ◆ Electric
 - ◆ Water

3. Jacobs High School
 - a. Floor Plans
 - b. Utility Bills
 - ◆ Gas
 - ◆ Electric
 - ◆ Water

4. Hampshire Middle School
 - a. Floor Plans
 - b. Utility Bills
 - ◆ Gas
 - ◆ Electric
 - ◆ Water

I. Committee Members:

David Ulm, Director of Facilities
Jeffrey Schubert, Assistant Purchasing Manager
Diane White, Purchasing Manager
Keith Hinz, Construction Supervisor
Steve Lenz, Maintenance Coordinator
Merriann Besonen, Director of Finance

II. EVALUATION CRITERIA

Contract Award may be considered for the qualified provider who rates the highest in the categories outlined below and who best matches the needs of the District. The maximum number of points is 100. Please note that the District reserves the right to enter into one contract or separate contracts for each facility.

EVALUATION FORM Guaranteed Energy Saving Contract

VENDOR: _____

Evaluation Criteria	Points	Total
Experience and Qualifications & Financial Strength	25	
Proposal Preparation and Technical Approach	20	
Financial Consideration and Net Economic Impact	20	
Ability to Implement Project	15	
Provide Comprehensive Maintenance	15	
Coordination of Project with Facilities Master Plan	5	
Total	100	

REFERENCE VERIFICATION

DATE OF REVIEW: _____

COMMITTEE MEMBER NAME: _____

Electrical Usage

Jacobs HS	KE Neubert ES	Westfield Comm Sch	Hampshire MS
11/11/2010	11/10/2010	11/10/2010	11/3/2010
12/13/2010	12/13/2010	12/13/2010	12/6/2010
1/18/2011	1/17/2011	1/12/2011	1/9/2011
2/16/2011	2/15/2011	2/13/2011	2/8/2011
3/16/2011	3/17/2011	3/14/2011	3/9/2011
4/12/2011	4/14/2011	4/12/2011	4/10/2011
5/16/2011	5/15/2011	5/11/2011	5/8/2011
6/15/2011	6/14/2011	6/12/2011	6/8/2011
7/12/2011	7/14/2011	7/12/2011	7/10/2011
8/14/2011	8/10/2011	8/10/2011	8/8/2011
9/14/2011	9/11/2011	9/11/2011	9/7/2011
10/13/2011	10/10/2011	10/10/2011	10/6/2011
11/13/2011	11/8/2011	11/8/2011	11/6/2011
12/14/2011	12/11/2011	12/11/2011	12/6/2011
1/18/2012	1/12/2012	1/12/2012	1/10/2012
2/15/2012	2/13/2012	2/13/2012	2/9/2012
3/18/2012	3/13/2012	3/13/2012	3/11/2012
4/16/2012	4/11/2012	4/11/2012	4/8/2012

kWh

346819.59	47753.41	160807.64	83561.49
414267.14	51840.49	161647.05	105669.82
474596.53	51269.52	129603.56	111903.29
440904.83	48093.49	160681.57	127842.62
418765.42	47944.44	156686.47	107046.97
348905.63	44561.18	135965.21	92145.86
381689.94	37472.65	136830.82	70318.94
397926.40	22879.58	141102.20	73325.39
323788.51	14042.16	142005.14	46164.92
339266.57	35480.12	194524.14	56686.03
415744.08	52068.56	221661.71	93323.80
328320.95	31541.40	134313.70	75256.52
306376.90	34176.06	141676.96	82530.45
352594.38	40568.11	156337.06	88168.75
399250.97	33958.12	135531.50	100278.33
316792.85	45922.82	159502.90	103588.10
383378.21	38373.08	142943.83	94738.49
291981.57	31118.47	137427.13	67841.32

Total \$

\$ 39,657.55	\$ 4,778.01	\$ 19,592.69	\$ 9,827.15
\$ 42,701.66	\$ 5,077.24	\$ 19,923.28	\$ 9,081.28
\$ 48,716.33	\$ 5,084.15	\$ 16,972.54	\$ 12,695.29
\$ 44,661.68	\$ 4,890.75	\$ 19,669.96	\$ 13,836.54
\$ 43,252.21	\$ 4,859.95	\$ 19,030.58	\$ 11,775.04
\$ 38,560.98	\$ 4,565.57	\$ 17,391.49	\$ 10,180.64
\$ 42,650.12	\$ 4,035.64	\$ 19,742.29	\$ 8,667.65
\$ 43,424.53	\$ 2,878.34	\$ 19,921.93	\$ 10,494.58
\$ 34,082.74	\$ 1,571.81	\$ 16,750.60	\$ 5,777.54
\$ 35,125.41	\$ 4,330.81	\$ 28,378.65	\$ 7,597.02
\$ 42,840.68	\$ 5,944.44	\$ 25,440.20	\$ 11,853.78
\$ 35,084.01	\$ 3,922.39	\$ 17,612.23	\$ 9,963.05
\$ 31,161.73	\$ 3,984.16	\$ 17,773.25	\$ 10,384.93
\$ 34,941.32	\$ 4,222.36	\$ 17,346.29	\$ 10,755.30
\$ 38,858.77	\$ 3,695.93	\$ 14,042.31	\$ 11,639.89
\$ 32,036.28	\$ 4,678.73	\$ 15,953.49	\$ 12,033.21
\$ 37,475.86	\$ 4,054.01	\$ 16,215.36	\$ 10,458.25
\$ 30,991.46	\$ 3,545.01	\$ 18,491.47	\$ 9,274.56

<i>Natural Gas Usage & Total</i>	Harry Jacobs H.S.	Westfield Comm School	K.E. Neubert Elem	Hampshire Middle
Oct-10	3,840.48	1,194.35	218.61	1,098.55
Nov-10	13,362.89	5,386.36	2,493.20	4,266.53
Dec-10	30,965.25	13,474.54	4,400.44	8,182.74
Jan-11	37,144.80	14,792.26	4,950.18	8,844.06
Feb-11	25,572.96	12,317.63	4,094.36	6,324.07
Mar-11	24,353.28	10,090.97	3,838.32	4,303.02
Apr-11	12,398.40	5,837.23	3,098.46	2,871.69
May-11	3,622.31	1,330.75	668.79	859.56
Jun-11	1069.54	201.68	53.23	168.45
Jul-11	665.94	175.43	45.14	0.00
Aug-11	1232.20	565.60	84.84	3.03
Sep-11	1575.60	760.53	115.14	433.29
Oct-11	4003.56	2324.15	1040.21	1701.36
Nov-11	12,667.83	7,059.69	2,494.00	4,298.64
Dec-11	20,250.33	11,052.10	2,752.85	6,784.62
Jan-12	25,467.09	12,676.79	3,331.11	7,356.89
Feb-12	21,979.14	11,953.92	3,001.52	6,021.41
Mar-12	8,189.10	4,944.66	1,176.67	1,993.57

\$ 2,339.19	\$ 900.11	\$ 279.38	\$ 765.42
\$ 6,023.29	\$ 2,544.57	\$ 1,316.55	\$ 2,086.81
\$ 16,551.35	\$ 7,358.66	\$ 2,560.29	\$ 4,548.95
\$ 19,863.78	\$ 8,012.53	\$ 2,846.31	\$ 4,849.95
\$ 13,973.62	\$ 6,924.04	\$ 2,435.53	\$ 3,638.53
\$ 12,015.94	\$ 5,300.00	\$ 2,141.05	\$ 2,454.33
\$ 7,181.87	\$ 3,456.64	\$ 1,836.70	\$ 1,759.64
\$ 2,637.32	\$ 1,192.08	\$ 662.35	\$ 754.65
\$ 1,061.12	\$ 450.55	\$ 231.40	\$ 326.59
\$ 713.24	\$ 361.73	\$ 166.07	\$ 175.17
\$ 1,024.59	\$ 579.14	\$ 191.51	\$ 177.07
\$ 1,123.73	\$ 643.65	\$ 204.45	\$ 402.53
\$ 2,280.93	\$ 1,385.67	\$ 656.35	\$ 1,005.15
\$ 6,430.66	\$ 3,673.87	\$ 1,385.42	\$ 2,280.67
\$ 9,489.66	\$ 5,274.03	\$ 1,438.84	\$ 3,290.40
\$ 10,823.41	\$ 5,464.56	\$ 1,994.54	\$ 3,519.17
\$ 9,264.60	\$ 5,140.43	\$ 1,799.74	\$ 2,900.23
\$ 3,699.92	\$ 2,293.88	\$ 686.74	\$ 1,045.52

CUSD 300 Water Usage Summary

Neubert ES

Period End	Total (\$)	(Mgal)
10/28/2010	223	35
11/29/2010	255	40
12/30/2010	179	28
1/28/2011	239	35
2/28/2011	218	32
4/6/2011	300	44
4/28/2011	218	32
5/25/2011	266	39
6/29/2011	61	9
7/28/2011	27	4
8/31/2011	198	29
9/29/2011	293	43
11/2/2011	300	44
11/30/2011	211	31
12/30/2011	177	26
1/26/2012	226	31
2/28/2012	336	46
3/28/2012	277	38

Hampshire MS

Period End	Total (\$)	(Mgal)
10/26/2010	2,101	319
12/17/2010	1,381	161
2/18/2011	1,145	126
4/19/2011	1,219	133
6/17/2011	958	104
8/31/2011	1,669	183
10/21/2011	1,145	252
12/12/2011	965	106
2/21/2012	1,199	132
4/24/2012	1,212	131

Jacobs HS

Period End	Total (\$)	(Mgal)
11/8/2010	1659	260
12/10/2010	4862	762
1/7/2011	-3101	-486
2/10/2011	-1634	215
3/11/2011	-448	174
4/13/2011	930	202
5/3/2011	737	108
6/1/2011	1316	193
7/5/2011	662	97
8/4/2011	928	136
9/12/2011	2455	360
10/11/2011	1691	248
11/4/2011	2196	322
11/30/2011	211	31
1/3/2012	1248	183
1/26/2012	1102	151
2/28/2012	1803	247
4/3/2012	1599	219

Westfield Community School

Period End	Total (\$)	(Mgal)
10/28/2010	829	130
11/29/2010	766	120
12/30/2010	638	100
1/28/2011	750	110
2/28/2011	818	120
4/1/2011	955	140
4/27/2011	818	120
5/25/2011	955	140
6/29/2011	205	30
7/28/2011	136	20
9/12/2011	1228	180
10/3/2011	750	110
11/1/2011	887	130
11/30/2011	750	110
12/29/2011	614	90
1/27/2012	803	110
3/1/2012	1095	115
3/28/2012	803	110

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

SCHOOLS
(105 ILCS 5/) School Code.

(105 ILCS 5/Art. 19b heading)

ARTICLE 19b. SCHOOL ENERGY CONSERVATION AND SAVING MEASURES

(105 ILCS 5/19b-1) (from Ch. 122, par. 19b-1)

Sec. 19b-1. Definitions. In this Article words and phrases have the meanings set forth in the following Sections preceding Section 19b-2.
(Source: P.A. 87-1106.)

(105 ILCS 5/19b-1.05)

Sec. 19b-1.05. Area vocational center. "Area vocational center" means an area vocational center created by joint agreement between school districts.
(Source: P.A. 92-767, eff. 8-6-02.)

(105 ILCS 5/19b-1.1) (from Ch. 122, par. 19b-1.1)

Sec. 19b-1.1. Energy conservation measure. "Energy conservation measure" means any improvement, repair, alteration, or betterment of any building or facility owned or operated by a school district or area vocational center or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to the building code authorized in Section 2-3.12 of this Code, that is designed to reduce energy consumption or operating costs, and may include, without limitation, one or more of the following:

- (1) Insulation of the building structure or systems within the building.
- (2) Storm windows or doors, caulking or weatherstripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing, reductions in glass area, or other window and door system modifications that reduce energy consumption.
- (3) Automated or computerized energy control systems.
- (4) Heating, ventilating, or air conditioning system modifications or replacements.
- (5) Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable State or local building code for the lighting system after the proposed modifications are made.
- (6) Energy recovery systems.

(7) Energy conservation measures that provide long-term operating cost reductions.
(Source: P.A. 95-612, eff. 9-11-07.)

(105 ILCS 5/19b-1.2) (from Ch. 122, par. 19b-1.2)

Sec. 19b-1.2. Guaranteed energy savings contract. "Guaranteed energy savings contract" means a contract for: (i) the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of energy conservation measures; (ii) the evaluation and recommendation of energy conservation measures; (iii) the implementation of one or more energy conservation measures; and (iv) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy-related operating costs. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and that the savings are guaranteed to the extent necessary to pay the costs of the energy conservation measures. Energy saving may include energy reduction and offsetting sources of renewable energy funds including renewable energy credits and carbon credits.

(Source: P.A. 96-1197, eff. 7-22-10.)

(105 ILCS 5/19b-1.3) (from Ch. 122, par. 19b-1.3)

Sec. 19b-1.3. Qualified provider. "Qualified provider" means a person or business whose employees are experienced and trained in the design, implementation, or installation of energy conservation measures. The minimum training required for any person or employee under this Section shall be the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the school district or area vocational center for its faithful performance.

(Source: P.A. 92-767, eff. 8-6-02.)

(105 ILCS 5/19b-1.4) (from Ch. 122, par. 19b-1.4)

Sec. 19b-1.4. Request for proposals. "Request for proposals" means a competitive selection achieved by negotiated procurement. The request for proposals shall be submitted to the administrators of the Capital Development Board Procurement Bulletin for publication and through at least one public notice, at least 30 days before the request date in a newspaper published in the district or vocational center area, or if no newspaper is published in the district or vocational center area, in a newspaper of general circulation in the area of the district or vocational center, from a school district or area vocational center that will administer the program, requesting innovative solutions and proposals for energy conservation measures. Proposals submitted shall be sealed. The request for proposals shall include all of the following:

- (1) The name and address of the school district or area vocational center.
- (2) The name, address, title, and phone number of a contact person.
- (3) Notice indicating that the school district or area vocational center is requesting qualified providers to propose energy conservation measures through a

guaranteed energy savings contract.

(4) The date, time, and place where proposals must be received.

(5) The evaluation criteria for assessing the proposals.

(6) Any other stipulations and clarifications the school district or area vocational center may require.

(Source: P.A. 95-612, eff. 9-11-07; 96-1197, eff. 7-22-10.)

(105 ILCS 5/19b-2) (from Ch. 122, par. 19b-2)

Sec. 19b-2. Evaluation of proposal. Before entering into a guaranteed energy savings contract under Section 19b-3, a school district or area vocational center shall submit a request for proposals. The school district or area vocational center shall evaluate any sealed proposal from a qualified provider. The evaluation shall analyze the estimates of all costs of installations, modifications or remodeling, including, without limitation, costs of a pre-installation energy audit or analysis, design, engineering, installation, maintenance, repairs, debt service, conversions to a different energy or fuel source, or post-installation project monitoring, data collection, and reporting. The evaluation shall include a detailed analysis of whether either the energy consumed or the operating costs, or both, will be reduced. If technical assistance is not available by a licensed architect or registered professional engineer on the school district or area vocational center staff, then the evaluation of the proposal shall be done by a registered professional engineer or architect, who is retained by the school district or area vocational center. A licensed architect or registered professional engineer evaluating a proposal under this Section must not have any financial or contractual relationship with a qualified provider or other source that would constitute a conflict of interest. The school district or area vocational center may pay a reasonable fee for evaluation of the proposal or include the fee as part of the payments made under Section 19b-4.

(Source: P.A. 95-612, eff. 9-11-07.)

(105 ILCS 5/19b-3) (from Ch. 122, par. 19b-3)

Sec. 19b-3. Award of guaranteed energy savings contract. Sealed proposals must be opened by a member or employee of the school board or governing board of the area vocational center, whichever is applicable, at a public opening at which the contents of the proposals must be announced. Each person or entity submitting a sealed proposal must receive at least 13 days notice of the time and place of the opening. The school district or area vocational center shall select the qualified provider that best meets the needs of the district or area vocational center. The school district or area vocational center shall provide public notice of the meeting at which it proposes to award a guaranteed energy savings contract of the names of the parties to the proposed contract and of the purpose of the contract. The public notice shall be made at least 10 days prior to the meeting. After evaluating the proposals under Section 19b-2, a school district or area vocational center may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conservation measures recommended in the proposal would not exceed the amount to be saved in

The solicitation must include a written disclosure that identifies any energy services contractor that participated in the preparation of the specifications issued by the school district. If no energy services contractor participated in the preparation of the specifications issued by the school district, then the solicitation must include a written disclosure that no energy services contractor participated in the preparation of the specifications for the school district. The written disclosure shall be published in the Capital Development Board Procurement Bulletin with the Request for Proposal.

(Source: P.A. 96-1197, eff. 7-22-10; 97-333, eff. 8-12-11.)

(105 ILCS 5/19b-6) (from Ch. 122, par. 19b-6)

Sec. 19b-6. Term; budget and appropriations. Guaranteed energy savings contracts may extend beyond the fiscal year in which they become effective. The school district or area vocational center shall include in its annual budget and appropriations measures for each subsequent fiscal year any amounts payable under guaranteed energy savings contracts during that fiscal year. Sections 2-3.12, 3-14.20, and 10-22.36 of the School Code shall apply to this Article 19b.

(Source: P.A. 92-767, eff. 8-6-02.)

(105 ILCS 5/19b-7) (from Ch. 122, par. 19b-7)

Sec. 19b-7. Operational and energy cost savings. The school district or area vocational center shall document the operational and energy cost savings specified in the guaranteed energy savings contract and designate and appropriate that amount for an annual payment of the contract. If the annual energy savings are less than projected under the guaranteed energy savings contract the qualified provider shall pay the difference as provided in Section 19b-4.

(Source: P.A. 92-767, eff. 8-6-02.)

(105 ILCS 5/19b-8) (from Ch. 122, par. 19b-8)

Sec. 19b-8. Available funds. A school district or area vocational center may use funds designated for operating or capital expenditures for any guaranteed energy savings contract including purchases using installment payment contracts or lease purchase agreements. A school district or area vocational center that enters into such a contract or agreement may covenant in such contract or agreement that payments made thereunder shall be payable from the first funds legally available in each fiscal year.

(Source: P.A. 92-767, eff. 8-6-02.)

(105 ILCS 5/19b-9) (from Ch. 122, par. 19b-9)

Sec. 19b-9. Funding. State aid and other amounts appropriated for distribution to or reimbursement of a school district or area vocational center shall not be reduced as a result of energy savings realized from a guaranteed energy savings contract or a lease purchase agreement for the purchase and installation of energy conservation measures.

(Source: P.A. 92-767, eff. 8-6-02.)

(105 ILCS 5/19b-10)

Sec. 19b-10. (Repealed).

(Source: P.A. 89-397, eff. 8-20-95. Repealed by P.A. 92-767,

either energy or operational costs, or both, within a 20-year period from the date of installation, if the recommendations in the proposal are followed. Contracts let or awarded must be submitted to the administrators of the Capital Development Board Procurement Bulletin for publication.

(Source: P.A. 95-612, eff. 9-11-07; 96-1197, eff. 7-22-10.)

(105 ILCS 5/19b-4) (from Ch. 122, par. 19b-4)

Sec. 19b-4. Guarantee. The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures. The qualified provider shall reimburse the school district or area vocational center for any shortfall of guaranteed energy savings projected in the contract. A qualified provider shall provide a sufficient bond to the school district or area vocational center for the installation and the faithful performance of all the measures included in the contract. The guaranteed energy savings contract may provide for payments over a period of time, not to exceed 20 years from the date of final installation of the measures.

(Source: P.A. 92-767, eff. 8-6-02.)

(105 ILCS 5/19b-5) (from Ch. 122, par. 19b-5)

Sec. 19b-5. Installment payment contract; lease purchase agreement. A school district or school districts in combination or an area vocational center may enter into an installment payment contract or lease purchase agreement with a qualified provider or with a third party, as authorized by law, for the funding or financing of the purchase and installation of energy conservation measures by a qualified provider. Every school district or area vocational center may issue certificates evidencing the indebtedness incurred pursuant to the contracts or agreements. Any such contract or agreement shall be valid whether or not an appropriation with respect thereto is first included in any annual or supplemental budget adopted by the school district or area vocational center. Each contract or agreement entered into by a school district or area vocational center pursuant to this Section shall be authorized by official action of the school board or governing board of the area vocational center, whichever is applicable. The authority granted in this Section is in addition to any other authority granted by law.

If an energy audit is performed by an energy services contractor for a school district within the 3 years immediately preceding the solicitation, then the school district must publish as a reference document in the solicitation for energy conservation measures the following:

- (1) an executive summary of the energy audit provided that the school district may exclude any proprietary or trademarked information or practices; or
- (2) the energy audit provided that the school district may redact any proprietary or trademarked information or practices.

A school district may not withhold the disclosure of information related to (i) the school district's consumption of energy, (ii) the physical condition of the school district's facilities, and (iii) any limitations prescribed by the school district.

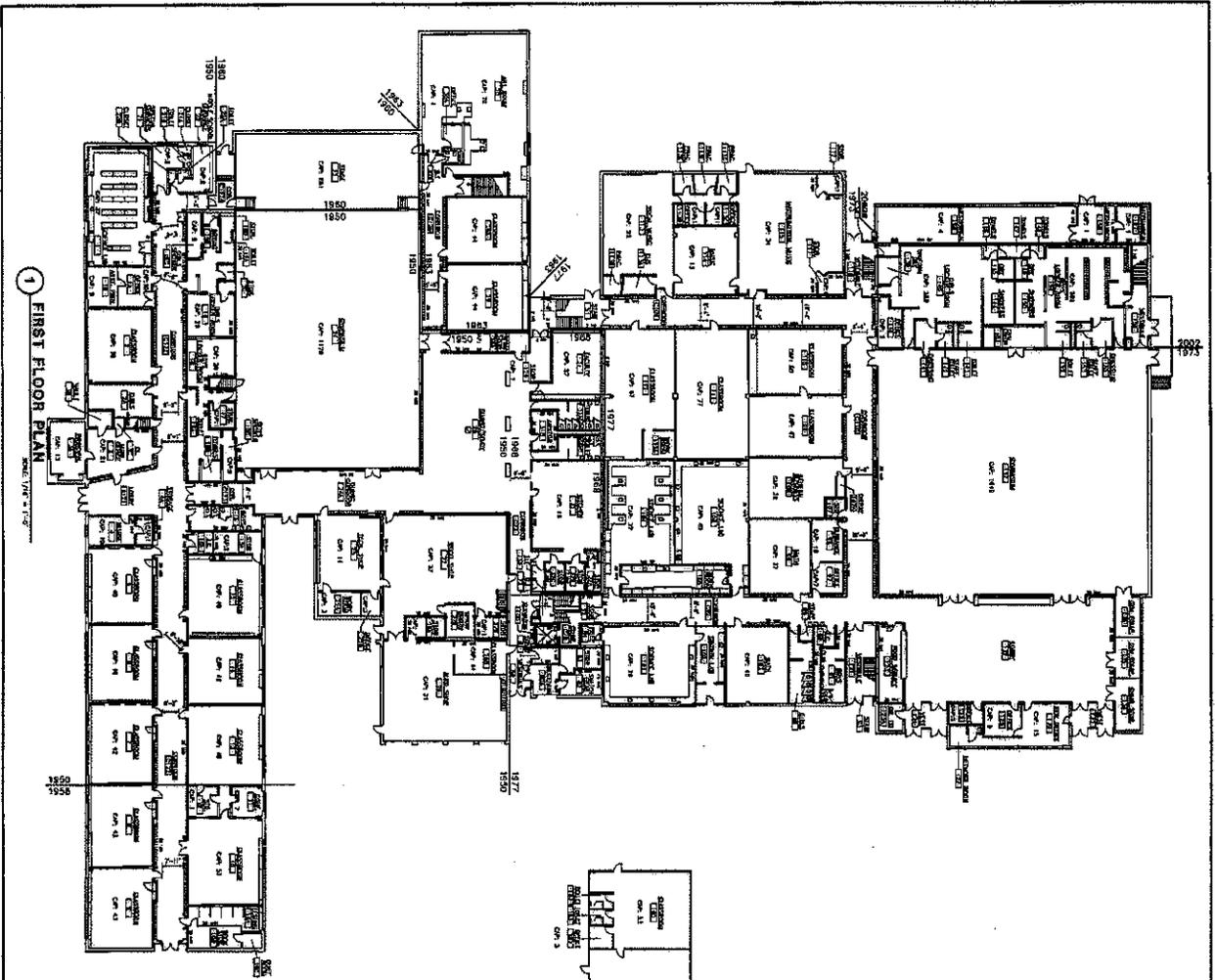
eff. 8-6-02.)

(105 ILCS 5/19b-15)

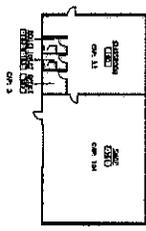
Sec. 19b-15. Applicable laws. Other State laws and related administrative requirements apply to this Article, including, but not limited to, the following laws and related administrative requirements: the Illinois Human Rights Act, the Prevailing Wage Act, the Public Construction Bond Act, the Public Works Preference Act (repealed on June 16, 2010 by Public Act 96-929), the Employment of Illinois Workers on Public Works Act, the Freedom of Information Act, the Open Meetings Act, the Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, the Structural Engineering Practice Act of 1989, the Local Government Professional Services Selection Act, and the Contractor Unified License and Permit Bond Act.
(Source: P.A. 97-333, eff. 8-12-11.)

(105 ILCS 5/19b-20)

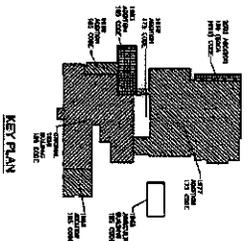
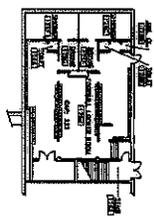
Sec. 19b-20. Historic preservation. In order to protect the integrity of historic buildings, no provision of this Article shall be interpreted to require the implementation of energy conservation measures that conflict with respect to any property eligible for, nominated to, or entered on the National Register of Historic Places, pursuant to the National Historic Preservation Act of 1966, or the Illinois Register of Historic Places, pursuant to the Illinois Historic Preservation Act.
(Source: P.A. 95-612, eff. 9-11-07.)



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

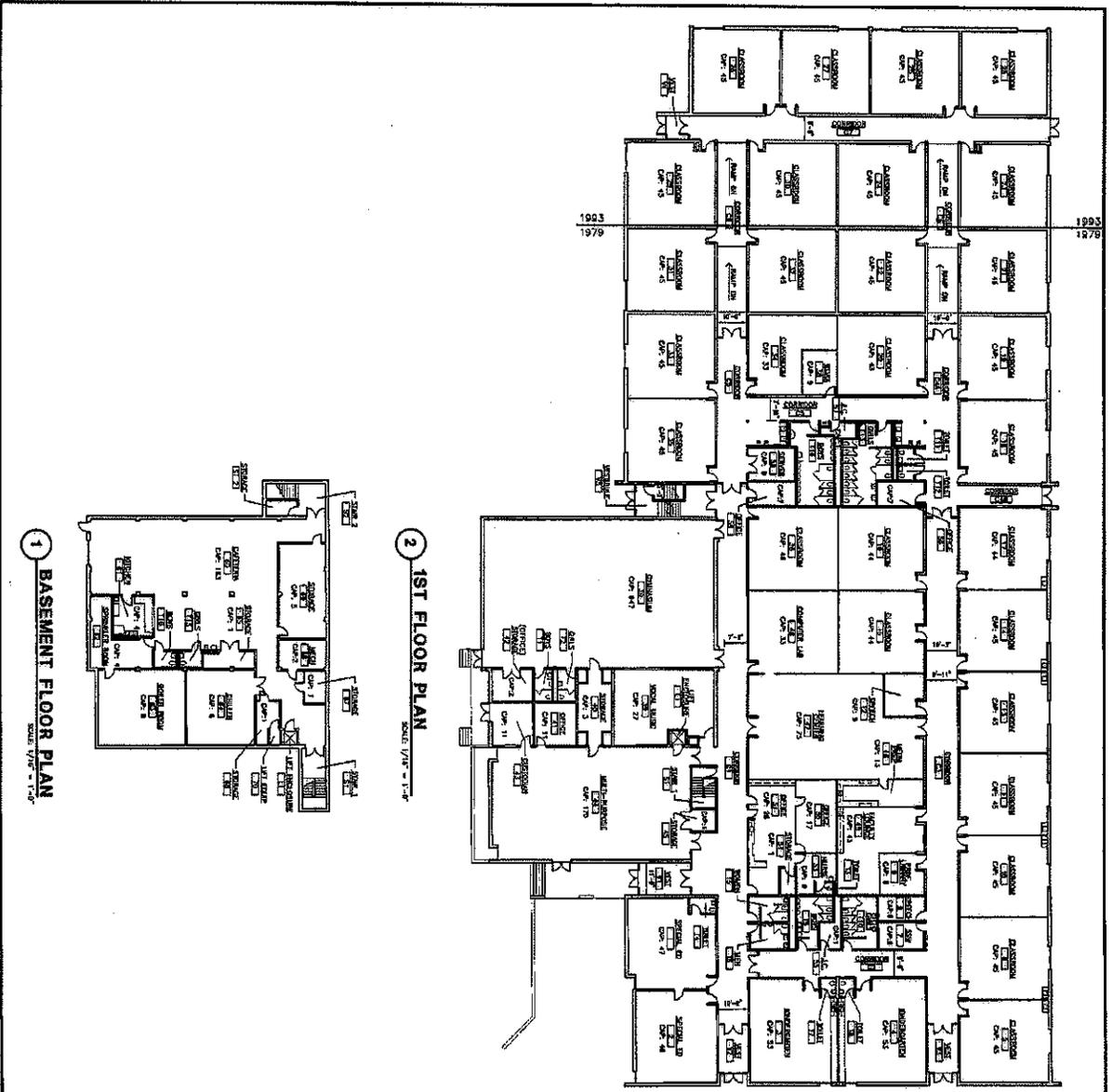


2 BASEMENT PLAN
SCALE: 1/8" = 1'-0"



BUILDING DATA
 SHEET 1 OF 2 SHEETS
 PROJECT: C.U.S.D. 380 - HAMPSHIRE MIDDLE SCHOOL/HIGH SCHOOL
 DRAWING NO.: SR2
 DATE: 11/15/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT LOCATION: [Address]
 PROJECT OWNER: [Name]
 PROJECT ARCHITECT: [Name]
 PROJECT ENGINEER: [Name]

	BCA BUILDING CONSTRUCTION ASSOCIATION 1000 N. W. 10th Ave. Ft. Lauderdale, FL 33304 (954) 576-1000 www.bcafl.com	FIRST FLOOR PLAN SAFETY REFERENCE PLANS C.U.S.D. 380 - HAMPSHIRE MIDDLE SCHOOL/HIGH SCHOOL	<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISION	DATE									
	NO.	REVISION	DATE												
SR2															

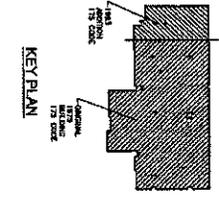


BUILDING DATA
 PROJECT: 1993-1994
 ARCHITECT: BSA
 CONTRACTOR: BSA
 DATE: 12/79

**FLOOR PLAN
 SAFETY REFERENCE PLANS
 C.U.S.D. 300 - NEUBERT ELEM. SCHOOL**

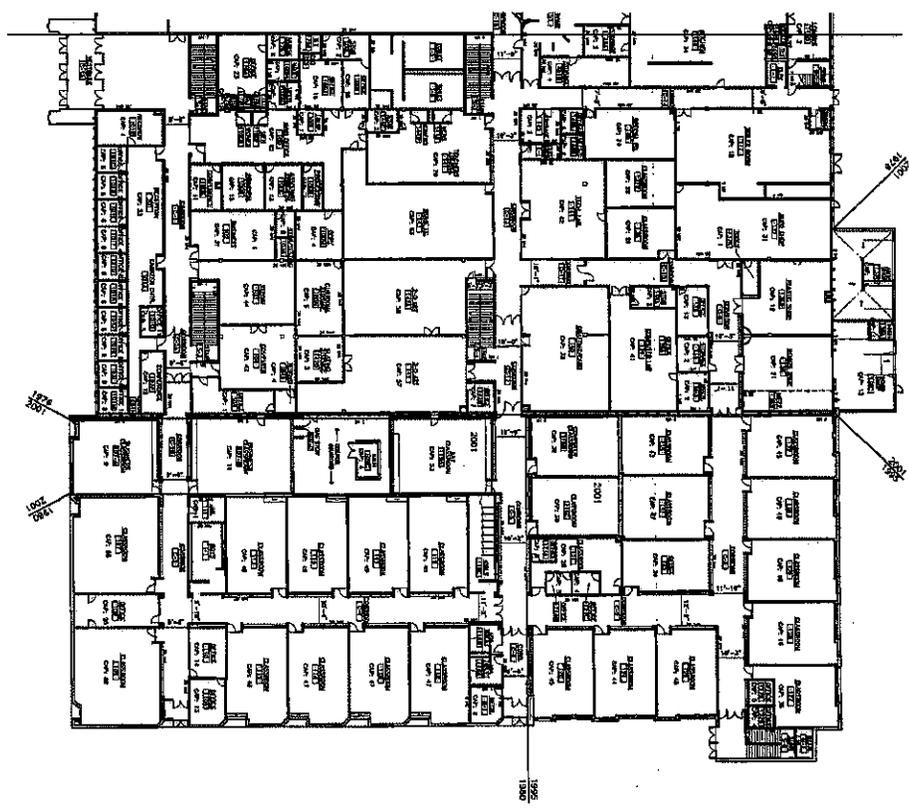
BCA
 Building Construction Associates
 1000 West 10th Street
 Suite 100
 Fort Collins, CO 80521
 Phone: (970) 225-1111
 Fax: (970) 225-1112

SR2
 SAFETY REFERENCE PLANS

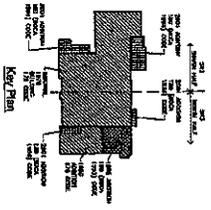


1 BASEMENT FLOOR PLAN
 SCALE: 1/8" = 1'-0"

2 1ST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



1 FIRST FLOOR PLAN NORTH HALF

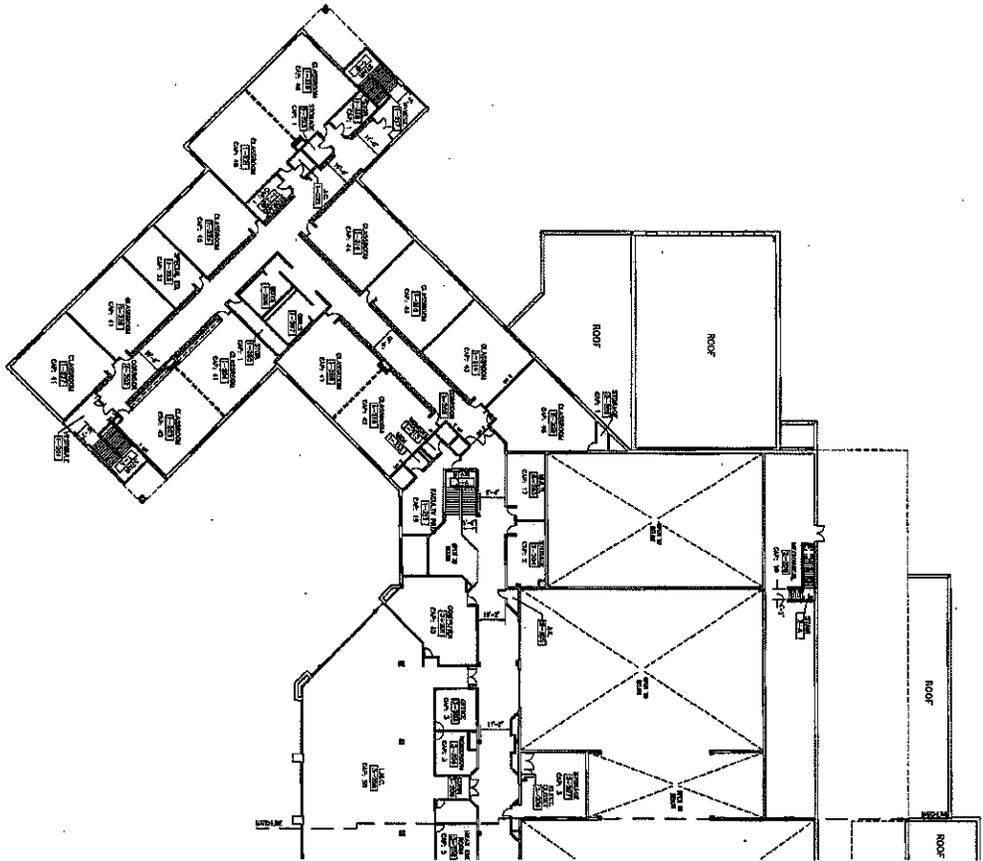


BCA
 Building Construction Associates
 1000 15th Street, Suite 100
 Denver, CO 80202
 Phone: (303) 733-1100
 Fax: (303) 733-1101
 www.bca.com

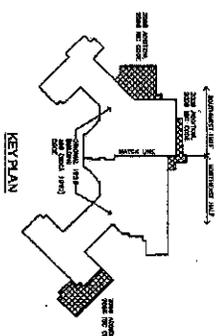
FIRST FLOOR PLAN NORTH HALF
 SAFETY REFERENCE PLANS
 C.U.S.D. 300 - JACOBS HIGH SCHOOL

NO.	DESCRIPTION	DATE

SR3



1 SECOND FLOOR PLAN - SOUTHWEST
DATE: 07/20/09



SR3

DATE:	07/20/09
PROJECT:	308 WESTFIELD COMMUNITY SCHOOL
CLIENT:	WESTFIELD BOARD OF EDUCATION
DESIGNER:	PCSA & DEWBERRY
DRAWN BY:	SR3
CHECKED BY:	
SCALE:	AS SHOWN



SOUTHWEST FLOOR PLAN
SAFETY REFERENCE PLANS
C.U.S.D. 308 WESTFIELD COMMUNITY SCHOOL



PCSA & Dewberry
ARCHITECTS & ENGINEERS
100 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60601
TEL: 312.467.1000
WWW.PCSA-DEWBERRY.COM

