Request for Proposal

****

PROJECT NO:	Glenbard Township High School District #87
PROJECT NAME:	Glenbard High Schools Performance Contract
ISSUE DATE:	9/23/2014
DUE DATE:	10/31/2014
DUE TIME:	10:00 a.m.
OPENING DATE:	10/31/2014
OPENING TIME:	10:00 a.m.

Solicitation

Notice is hereby given that the Board of Education of Glenbard Township High School District #87 (ENTITY) requests Proposals for the implementation of a Performance Contract. Glenbard Township High School District 87 is requesting Qualified Providers (RESPONDENT) to propose innovative solutions and Energy Conservation Measures through a guaranteed energy savings contract. These proposals shall include: (a) the implementation of a facility audit, data collection, and other related analyses preliminary to the undertaking of Energy Conservation Measures; (b) the evaluation and recommendation of Energy Conservation Measures; (c) the implementation of one or more Energy Conservation Measures; and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption and energy related operating costs pursuant to 105 ILCS 5/19b-1 *et seq*. This Request for Proposal (RFP) is issued on the following date pursuant to Section 1.4 of Article I 19b which provides for a negotiated procurement.

Glenbard Township School District is the 3rd largest high school district in Illinois. We believe that we are a leader in innovative and effective instruction. To that end we want to ensure that our facilities provide an environment for our students and staff that supports learning. While we are focused on implementing solutions that are efficient, cost effective and maintainable, we also are interested in reviewing options that 'set us apart' as a leader in renewable energy solutions. We welcome and value these creative solutions for consideration. The District's objectives in issuing this Request for Proposal (RFP) are to provide a competitive means in which to select a single Qualified Provider (guaranteed energy savings provider) with whom to negotiate an Energy Savings Agreement. The District may elect to implement further improvement measures in future phases, pursuant to the negotiated contract. The Qualified Provider will be selected based solely on the proposal submitted. Modifications to the proposal including pricing for the purpose of selecting the Qualified Provider will not be accepted after the proposal due date. The School District reserves the right to change any component of the proposal after the Qualified Provider has been selected. The cost of preparing a response to this request, including site visits and engineering analysis will not be reimbursed by the School District.

Proposals will be received until 10:00 a.m. on Friday October 31, 2014 at the Glenbard Township High School District Facility Center. Proposals will be opened on Friday October 31, 2014, at this same location. **Extensions will not be granted**. Proposals are to be sealed and five (5) copies are to

be provided. An electronic copy of the proposal shall be submitted on a flash drive delivered with the Proposal.

Written inquiries and/or questions regarding this proposal must be emailed to Mr. Bob Verisario at Bob_Verisario@glenbard.org, with subject heading 'RFP Inquiry/ Question'.

A mandatory meeting for all Qualified Providers has been scheduled for 9:00 a.m. on Monday September 29, 2014 at the Glenbard Township High School District, Facility Center, 671 Crescent Boulevard, Glen Ellyn IL 60137. Any potential RESPONDENT to the RFP must be present.

The District reserves the right to accept and/or reject any or all proposals or parts thereof.

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

Date issued: September 23, 2014

In responding to this solicitation, the Respondent signifies to be fully informed as to the extent and character of the services required and the terms and conditions specified herein. The Respondent represents that the services can be provided satisfactorily and in complete compliance with the specifications. The Respondent agrees that this RFP together with its response and subsequent acceptance by the School shall be incorporated by reference into the Performance Contract ultimately entered into between the School and the Respondent.

1.00 RESPONDENT INFORMATION

1.01 The ENTITY invites any Qualified Provider to respond to this solicitation. RESPONDENT must be responsible, regularly and practically engaged in providing the services requested, and possess ample resources for providing the services identified. In its proposal, the Qualified Provider shall provide information demonstrating its status as a Qualified Provider.

2.00 GENERAL CONDITIONS

The ENTITY does not discriminate on the basis of religion, sex, race, national origin, age, ancestry, creed, color, political affiliation, membership in the National Guard, state defense force or any reserve component of the United States military or state military forces, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability or handicap or other bases prohibited under state or federal law.

(This section lists conditions generally applicable for all solicitations for the ENTITY and can be superseded by specifications, special instruction or addendum.)

2.01 This solicitation is to assist the ENTITY in the selection of a qualified individual or organization (RESPONDENT) to provide services as described herein.

2.02 RESPONDENT shall submit their responses on the forms and in the manner specified and shall respond to each specification.

2.03 The ENTITY reserves the right to amend the contents of this solicitation. The intent of such amendments is directed toward finding the best solution available at the associated cost. If it becomes necessary to amend any part of this specification an addendum will be provided to all parties on the distribution list. Each addendum will be numbered (i.e. Addendum #). RESPONDENTS shall acknowledge receipt of said addendums in their response.

2.04 If additional data is necessary to provide clarification of provisions in this solicitation, a supplement will be provided to all parties on the distribution list. Each supplement will be numbered (i.e. Supplement #). RESPONDENT's shall acknowledge receipt of said supplements in their response.

2.05 Responses should be prepared simply and economically, providing a straightforward and concise explanation of the RESPONDENT's capabilities that will satisfy the identified requirements.

2.06 RESPONDENT may include additional information and data that is believed to be helpful to the ENTITY in the evaluation of the services identified herein as an appendix to the response.

2.07 All costs for preparing and submitting responses, including the Report, is entirely the responsibility of the RESPONDENT and will not be chargeable in any manner to the ENTITY.

2.08 The ENTITY reserves the right to accept, negotiate changes to, or reject any or all responses or portions thereof and to accept any responses or portions thereof that may be the most advantageous, and reserves the right to waive technicalities to the fullest extent permitted by law.

2.09 Questions and Interpretations

a. Refer questions concerning this solicitation to the contact person identified on the cover page. Any request for clarification or interpretation of provisions of this solicitation must be received at least 3 business days prior to the Opening Date identified on the cover.
b. Responses to the questions may result in a supplement or addenda. All supplements and addenda so issued shall become part of the specifications.
c. RESPONDENTS shall carefully examine the contents of this solicitation and any subsequent addenda or supplements. Failure to do so shall not relieve RESPONDENT of the obligation to fulfill the terms of the project herein identified.
d. The ENTITY shall not be responsible for oral interpretations given by any ENTITY employee, representative or other individual; including the ENTITY's contact person. The issuance of a written addendum or supplement is the only official method whereby interpretations, clarifications or additional information can be given that would change the terms and conditions of this solicitation.

2.10 Quality Control

a. RESPONDENT shall note any deviations or exceptions from the specifications on the submitted response. If proposing an alternative other than specified, it must be clearly labeled as such.
b. RESPONDENTS shall specifically identify any requirement, term or condition, whether contained in the main body of the RFP or an Addendum, Exhibit or Supplement, with which the RESPONDENTS takes exception in the "Exceptions" section of the RESPONDENT'S proposal. If the RESPONDENT does not specifically identify such exception in this section of their proposal, it will be assumed that the RESPONDENT accepts and agrees to all of these requirements, terms and conditions. The RESPONDENT will be required to sign the Performance Contract identified as "Exhibit 5" without modifications, deletions or additions to the terms and conditions unless the REPSONDENT specifically identifies the terms or conditions with which they take exception. In the "Exceptions" proposal section, the RESPONDENT must explain why they are taking exception to each term or condition and offer revised language for each term or condition that is acceptable to the RESPONDENT. Exceptions to terms or conditions may result in in rejection or reconsideration of the entire Proposal. The RESPONDENT can choose to make a written request for a change in a requirement, term or condition to the Representative. The Representative may respond to this request by issuing an Addendum modifying a requirement, term or condition for all RESPONDENTS.

2.11 Responses to Solicitation

a. All Proposals shall be submitted to Glenbard Township High School District #87, Attn: Bob Verisario, no later than the date and time shown on the cover page. It is the responsibility of the respondent to ensure that the Proposal arrives at the specified location by the deadline.
b. Proposals will be opened and recorded on October 31, 2014 at 10 a.m. The opening and recording is not open to the public or bidders.
c. An individual with authority to bind the RESPONDENT must sign the Proposal.

d. RESPONDENT shall submit the following documents / information in their Proposal:

   i. Proposal in the format and containing the information as specified within this RFP including all Exhibits, Supplement and Addenda. Five (5) copies of the Proposal shall be submitted. An electronic copy of the proposal shall be submitted on a flash drive delivered with the Proposal.
   ii. Acknowledgement of receipt of all Exhibits, Supplements and Addenda.
   iii. Any and all exceptions to Requirements, Terms or Conditions shall be specifically identified in writing in the Exceptions section of the Proposal.

2.12 Anti-collusion Clause

a. During the preparation and submission to this solicitation, RESPONDENT's are prohibited from directly or indirectly entering into any combination or arrangement with any person, firm or corporation, or entering into any agreement, or participate in any collusion, or otherwise take any action in the restraint of free competitive bidding in violation of the law.
b. In responding to the solicitation, RESPONDENT certifies that their Proposal is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce.
c. In responding to the solicitation, RESPONDENT certifies that no person acting for, or employed by, the ENTITY has an interest in, or is concerned with, this Proposal and that no person or persons, firm or corporation other than the RESPONDENT, have an interest in this Proposal.

2.13 Proprietary Information

a. RESPONDENT is advised that most records and documents in the possession of the ENTITY may be subject to access by the public. ENITITY will use reasonable efforts to protect trade secrets or proprietary information submitted in response to this solicitation to the extent permitted by law; however, the ENTITY prefers that proprietary information not be included in the Proposal nor in any appendix to the Proposal.
b. RESPONDENT must provide a statement that identifies any data or other material that is requested to be protected and the reasons why protection is necessary. Such trade secrets or proprietary information should be submitted in a separate, sealed, envelope clearly marked **PROPRIETARY**.
c. A statement by RESPONDENT that the entire Proposal is proprietary and/or a statement that pricing/costs are to be protected cannot be honored and will result in the removal of the Proposal from further consideration. References may be made within the body of the Proposal to proprietary information; however all information contained within the body of the Proposal, not under separate cover and labeled proprietary, shall be deemed a public record.
d. If a request is made for access to information that has been identified as Proprietary, the Representative will notify the affected RESPONDENT of the request and the RESPONDENT must either revoke this Proprietary status in writing to allow public access or pay all costs associated with defending the Proprietary nature of this information, including all of the ENTITY'S labor.

2.14 The ENTITY is a smoke free environment. RESPONDENT shall assure that their representatives will refrain from smoking while on ENTITY grounds.

2.15 The ENTITY is a drug free environment. RESPONDENT shall assure that their representatives will refrain from the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance while on ENTITY grounds.

2.16 The ENTITY is exempt from federal and state excise and sales taxes. All prices quoted shall reflect the tax-exempt status. Tax exemptions certificates, if required, will be provided upon request.

2.17 It is expressly understood that performance of this solicitation by the ENTITY shall be contingent upon availability of funding.

2.18 Acceptance of a preferred proposal does not constitute an order. Orders shall only be made following issuance of a purchaser order or a signed contract.

2.19 It is not the responsibility of ENTITY to notify unsuccessful RESPONDENTS, however it may choose to do so.

2.20 All terms and conditions specified in response to this solicitation shall remain effective for a period of not less than 90 days following the Due Date shown on the cover page.

2.21 Insurance: See PP34, contained in Exhibit 5.

2.22 Indemnity: If the parties enter into a Performance Contract, to the extent permitted by law, the RESPONDENT hereby releases, indemnifies and holds harmless the ENTITY, its board, officers, employees, agents and officials from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind and nature and character, including costs and reasonable attorney fees, arising out of, or relating to, any and all claim, liens, damages to property or injuries to persons, obligation, actions, suits, settlements or causes of action of every kind, nature and character, in connection with or arising out of the negligent acts or omissions of the Qualified Provider or for any subcontractor or vendor related to the performance of the work.

3.00 SCOPE OF WORK

3.01 Base Bid Scope of Work - Provide individual pricing and savings for each improvement item listed below. Respondents are strongly encouraged to provide renewable energy solutions as part of their design response. Please review Section 3.04 for school approved systems and equipment manufacturers for Energy Source / Central Plant and Air Delivery Systems.

Glenbard East High School
(Completion in 2015)

Energy Source / Central Plant

Heating System Modifications

- Replace steam heating system with high efficiency condensing boiler hot water system. System must be sized at a minimum for 125% of building heat load.
- Replace the constant speed hot water pumps with variable speed pumps sized for the entire building including all hydronic specialties.
- Replace the 1999 addition atmospheric boilers on third floor and tie into new hot water system.
- Replace all steam and hot water piping with new piping and sized for expansion to areas currently served by gas fired rooftop units.

Cooling System Modifications

- Install chilled water cooling system including all required piping to provide chilled water to all HVAC equipment excluding rooftop DX cooling units. Size piping for future expansion for areas currently served by DX rooftop units.
- Remove 1999 addition chiller and library chiller and tie to central chilled water plant.

Domestic Hot Water Heater

- Replace inefficient domestic hot water heaters and large storage tanks and install new high efficiency natural gas fired water heaters and smaller storage tanks.

Temperature Control System Modifications

- Install new fully BACnet compliant digital controls to new equipment. (see control specification outline for detail).
- Replace all pneumatic controls with digital controls.

Air Delivery Systems

Classroom Unit Replacement

- Replace remaining unit ventilators (28) with face and bypass unit ventilators matching recently installed units capable of heating and cooling the room with hot and chilled water from the central plant. Design to ensure proper ventilation.

Air Handling Unit Modifications

- Replace all interior air handling units (14) with new units capable of heating and cooling via the central plant.

Gas Fired DX Rooftop Units

- Existing rooftop units to remain under this phase. Provide digital controls on units to communicate and be controlled by upgraded building automation system.

<u>Miscellaneous</u>

Lighting

- Replace the remaining T-12 fluorescent lights and all corridor lighting with LED lighting systems (include all new ceiling tile and grid in corridors).
- Install occupancy sensors in classrooms and offices.
- Connect lighting control in large areas to the automation system.

HVAC Equipment

- Replace all existing terminal heating units with new (electric controls accepted).

Glenbard South High School
(Completion by August 2016)

Energy Source / Central Plant

Heating System Modifications

- Replace steam heating system with high efficiency condensing boiler hot water system. System must be sized at a minimum for 125% of building heat load.
- Replace the constant speed hot water pumps with variable speed pumps sized for the entire building including all hydronic specialties.
- Provide taps to extend hot water piping to the existing gas fired air handling units that are remaining in service.

Cooling System Modifications

- Replace the absorption chillers with new electric chillers by April 15, 2015.
- Provide taps to extend chilled water piping to the DX rooftop units that are remaining in service.

Domestic Hot Water Heater

- Replace large steam heated domestic hot water storage tank and install new high efficiency natural gas fired water heater and smaller storage tank.

Temperature Control System Modifications

- Install new fully BACnet compliant digital controls to new equipment in the central plant. (see control specification outline for detail).
- Replace all pneumatic controls in central plant with digital controls.

Glenbard West High School
(Completion dates referenced below)

Main Building (Completion by August 2016)

Energy Source / Central Plant

Heating System Modifications

- Upgrade hot water system for improved efficiency and increase capacity for future addition, 2.0MBTU additional capacity required.
- Replace the constant speed hot water pumps with variable speed pumps sized for the entire building.
- Replace all hot water piping with new piping and sized for future expansion to areas currently served by gas fired rooftop units and the future addition. (price separately from heating plant)

Cooling System Modifications

- Install chilled water cooling system to provide chilled water to all air handling units. Size piping for future expansion for areas currently served by DX rooftop units and the future addition.

Domestic Hot Water Heater

- Replace inefficient domestic hot water heaters and large storage tanks and install new high efficiency natural gas fired water heaters and smaller storage tanks.

Temperature Control System Modifications

- Install new fully BACnet compliant digital controls to new equipment. (see control specification outline for detail).
- Replace all pneumatic controls with digital controls.

Air Delivery Systems

Air Handling Unit Modifications

- Replace all interior air handling units with new units capable of heating and cooling via the central plant.
- Replace gas fired rooftop units five (5) and connect to hot and chilled water system.

Miscellaneous

- Replace all existing terminal heating units with new (electric controls accepted).

Biester Gym Building (Completion by August 2015)

Energy Source / Central Plant

Biester Gym Heating System Modifications

- Replace steam heating system with high efficiency condensing boiler hot water system. System must be sized at a minimum for 125% of building heat load.
- Install new variable speed hot water pumps sized for the entire building including all hydronic specialties.

- Replace all steam and hot water piping with new piping and sized for expansion to areas currently served by gas fired rooftop units.

Biester Gym Cooling System Installation

- Install chilled water cooling system to provide chilled water to all air handling units serving the gym. Include all associated pumps and hydronic specialties.

Air Delivery Systems

Biester Gym Air Handling Unit Replacement

- Replace the original air handling units that serve all areas, except the fieldhouse, with new units. New units shall be capable of utilizing the hot and chilled water from new central plant.

Miscellaneous

Biester Gym Lighting

- Replace main gym metal halide fixtures with LED lighting systems.
- Connect lighting control in large areas to the automation system.

HVAC Equipment

- Replace all existing terminal heating units with new (electric controls accepted)

3.02 Other Requirements

1. It is the ENTITY'S expectation that there be no "change orders" to properly install the work described above and that the RESPONDENT cover all cost associated with this work in the Base Bid price, including unforeseen condition, errors and omissions. The RESPONDENT must specifically identify any potential work required to properly install the proposed work for which the RESPONDENT is unwilling to take responsibility.
2. Identify all rebates that can be obtained from performing this work along with the cost to obtain the rebates.
3. ENTITY desires that work begin in 2015 with all work to be performed outside of school hours and be completed as listed in 3.05 Implementation Schedule.
4. The RESPONDENT shall be responsible for taking appropriate safety measures, including fencing construction areas, to limit exposure of students, staff and other users to increased risk for injury as a result of the Work. The RESPONDENT shall promptly repair and restore Owner's property to its preexisting condition.

3.03 Alternate Scope of Work

a. The RESPONDENT may provide any additional work that the RESPONDENT would like to offer for consideration to be implemented as part of this project. RESPONDENTS are encouraged to provide renewable energy solutions as part of improvement opportunities not listed in the base scope of work.

3.04 Approved Systems and Equipment Suppliers

- Heating System
  - High efficiency condensing boilers
    - Approved boiler equipment suppliers
      - Hydrotherm
      - Airco
      - Lochinvar
      - Cleaver Brooks
      - Bryant
  - Geo-thermal system
    - Approved geo-thermal equipment suppliers
      - Trane
      - Carrier
      - Water Furnace
      - Multi-stack
- Cooling System
  - High efficiency water cooled chiller
    - Approved chiller equipment suppliers
      - Carrier
      - McQuay
      - Trane
      - York
  - High efficiency air cooled chiller
    - Approved chiller equipment suppliers
      - Carrier
      - McQuay
      - Trane
      - York
  - Geo-thermal system
    - Approved geo-thermal equipment suppliers
      - Trane
      - Carrier
      - Water Furnace
      - Multi-stack
- Air Supply Systems
  - Unit ventilators (Glenbard East High School only – replacement of existing units)
    - McQuay
  - Single zone air handlers
  - VAV air handlers
  - Make-up air handling units supplying ventilation air to vertical classroom units (no in ceiling or above ceiling terminal units will be allowed)
  - Chilled beam systems
  - Approved air handling unit suppliers
    - Carrier
    - McQuay
    - Trane
    - York

- Semco
- Temspec
- Change air
- Haakon

3.05 Implementation Schedule

January 2015	Project start date

Glenbard East

August 14, 2015	Substantial completion - systems functioning for the start of school
December 31, 2015	Final completion date

Glenbard South

April 15, 2015	Chiller replacement complete for start of cooling season
August 12, 2016	Remaining work completed

Glenbard West (Main Building)

August 12, 2016	Substantial completion - systems functioning for the start of school
December 31, 2016	Final completion date

Glenbard West (Biester Gym Building)

August 14, 2015	Substantial completion - systems functioning for the start of school
December 31, 2015	Final completion date

4.00 PROPOSAL FORMAT

4.01 Proposal Format

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

C. Company Profile

This section should include the following information on the RESPONDENT.

1. Company name
2. Address
3. Telephone number
4. Fax number
5. Contact person(s) for this project
6. Email address
7. Lead Personnel
   a. List the Lead Personnel employed by the RESPONDENT involved in this project.
   b. List key team members - designers and contractors that will be part of your design and installation team. Identify the work that will be designed in-house and work designed by a design partner.
8. References
   a. Each RESPONDENT must have completed (with at least one year of reported guaranteed savings results) a minimum of five ESCO projects with schools to

be considered for this project. Provide the following reference information for at least five completed projects with similar solutions and scope as those proposed for this project.

- Project name
- Owner contact
- Description of work
- Installed cost
- Guaranteed annual savings
- Actual annual project savings
- Completion date

9. Energy Savings Results
   a. Provide a spreadsheet listing each job where the RESPONDENT has at least one year of reported guaranteed savings. Provide school name, project cost, date guarantee started, guaranteed annual savings, most recent actual savings.
   b. Provide a list of all Energy Star label K-12 schools that have resulted from energy efficiency gained from performance contracts with the ENTITY.
   c. List any energy savings shortfalls with K-12 schools or other institutions over the past ten years with an explanation for why the shortfalls occurred and how the shortfalls were remedied.

10. Litigation and Arbitration
    a. List any projects with schools or other institutions with which the RESPONDENT has entered into litigation or arbitration with a school or institution during the past ten years. Provide a brief summary detailing the litigation/arbitration. Omission of any past litigation or arbitration may result in disqualification.

11. Financial viability
    a. RESPONDENT will be required to show evidence of financial viability. Provide a letter of bondability from surety of at least $25 million.

12. Energy Savings Guarantee
    a. RESPONDENT is required to provide an energy savings guarantee for ten years. ENTITY requires the RESPONDENT to pay the ENTITY for any shortfall between guaranteed savings and actual savings, on an annual basis. RESPONDENT agrees that language to this effect will be contained in the RESPONDENT's contract language.

D. Technical Approach

Section D should contain information about the RESPONDENT'S technical approach to meet the ENTITY's energy efficiency, operating cost reduction and comfort objectives.

1. Needs & Solutions: Include a section explaining facility needs and solutions the RESPONDENT recommends for all proposed improvements.

2. Documentation: For any work where the RESPONDENT will be providing pricing, provide the following documentation for the scope of work being proposed.
   a. Provide at a minimum Design Development level drawings including detailed, architectural or engineering drawings for each improvement item. Note the improvement's associated drawing sheet number(s) on the spreadsheet specified in E.1.b.
   b. Provide a detailed equipment list for all equipment proposed. Provide a separate list per building in a table format providing manufacturer, type, model, size, and quantity. See "Table Example A" below for format required.

Table Example A

Material and Equipment List

Glenbard East High School

Manufacturer	Equipment Type	Model Number	Capacity	Quantity
ABB	Variable Frequency Drives	ACH550	10 H.P. each	10
Trane	Air Handling Unit	T5000	5000 CFM	1
Trane	Air Handling Unit	T8000	8000 CFM	1
Hydrotherm	High Efficiency Condensing Boiler	H3000	3 MBTU	5
Taco	Hot Water Pumps	FI4009C	20 H.P. each	2
JCI/York	Air Cooled Condensing Unit	YCUL0051EE17	300 ton	1
Carrier	Air Cooled chiller	C4002014	400 ton each	2

   c. For all digital controls provide solutions that meet the "General Temperature Controls Requirements" documentation at the end of this document. Specifically, provide a BAS system Architecture with building level network managers and equipment level controllers indicated. Include a point list for each building system and complete the Temperature Controls Summary Sheet provided in the requirements document for each building system.

d. Failure to provide the required documentation (a-c) above will result in the proposal being non-compliant.

3. Energy Savings Calculations: Provide complete energy savings calculations for any energy conservation measure included in the RESPONDENTS proposal. Additionally, provide the actual Energy Guarantee for this project in the Appendix of your proposal that includes the energy and operational savings calculations for the Base Bid project along with all associated terms and conditions.

4. Installation Approach: Describe how the RESPONDENT intends to implement the installation phase of the project in terms of approach, priorities, philosophies, timelines, project schedule and commissioning. Include a detailed project schedule in this section of the proposal.

5. Training: Explain the RESPONDENT's plan for providing training and support services to the ENTITY.

6. Performance Assurance: Described in detail the performance assurance processes that the RESPONDENT intends to utilize to insure the building operates at peak performance both at the completion of the installation phase and throughout the contract term.

7. Quality Learning Environment: Describe how the RESPONDENT intends to provide a quality learning environment for students and staff at the completion of the project and throughout the contract term.

E. Financial Aspects

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

1. Pricing:
   a. Describe in detail the process that the RESPONDENT used or intends to utilize to obtain the best prices for the ENTITY both initially and if additional work is requested by the ENTITY after Contract award. Explain why this is the best approach.
   b. Include the firm **total** cost (including all design, construction and management costs) and guaranteed energy savings amount for all proposed improvements for each facility. The RESPONDENT must provide the cost, savings and simple payback for each improvement being proposed as shown below. Proposals not including the cost and savings breakdown shown below may be rejected.

IMPROVEMENT DESCRIPTION	COST	UTILITY REBATE	OPERATIONAL SAVINGS	ENERGY SAVINGS	SIMPLE PAYBACK
BASE SCOPE					
A. High School					
1. Chiller Replacement (M104)	$2,100	$100	$20	$180	10.0
2. Dom. Water Heaters (M105)	$250	$50	$20	$20	5.0
ALTERNATE BIDS					
A. High School					
1. AHU 1 Replacement (M106)	$2,000		$20	$180	10.0
2. Lighting Improvements (E101)	$250	$50	$20	$20	5.0

   c. A requirement of this project will be complete open book pricing for all future work.
   One component of future open book pricing will include Glenbard High Schools' staff involvement in the bid opening of all contractor and supplier bids including those equipment suppliers that may compete directly with the Respondent. In addition, the open book pricing shall explicitly show any and all components of the cost of work associated with any improvements.

2. Energy Savings: The term for this contract is ten years. For the purpose of ensuring that all measures are operating efficiently, project performance shall be measured, verified, reported and evaluated using Option C from the M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 3.0 for gas savings and Option A for all other proposed savings. This process will be utilized and reported for ten years. Provide your proposed cost per year for

the ten year monitoring period in the Financial Aspects / Pricing section of the proposal.

3. Project Funding: Project funding will be developed by the ENTITY after selection of the RESPONDENT.

5.00 PROPOSAL SELECTION

5.00 Proposal Selection Criteria

a. **Minimum Criteria:** The ENTITY reserves the right, in its sole discretion, to reject any proposal, to give consideration to failure to follow the RFP format or to waive any informality, irregularity or defect. The minimum criteria are identified on the RFP Compliance Verification Form, which is attached and labeled Exhibit 3. The RFP Compliance Verification Form must be completed and signed by the RESPONDENT.
All proposals shall be deemed final, conclusive and irrevocable. Once opened, no proposal shall be subject to correction or amendment for any error or miscalculation. Qualified Providers must satisfy themselves, upon examination of these requirements, as to the intent of these requirements. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the proposal will be entertained from any party. The ENTITY may further refine and negotiate the scope of work with the successful Qualified Provider and adjust the total project cost.

b. **Proposal Review:** Each Proposal that the ENTITY accepts for review, will be initially evaluated on the criteria shown below.

A. **Ability to Successfully Implement Project**

1. Reputation of the RESPONDENT for successfully implementing energy savings projects and providing proven energy savings with scopes of work similar to those being considered for this project.
2. Background of the team members responsible for implementing the proposed Performance Contract. This includes in-house engineers, project managers, technicians, and design or contractor team members responsible for the designing, managing, programming and commissioning of the project.
3. Past performance with K-12 schools is a critical component in the selection process of this project. Each RESPONDENT must have completed a minimum of five performance contracts (with at least one year of reported guaranteed savings results) with K-12 schools to be considered for this project. References will not be considered for projects performed by the RESPONDENT'S employees while working with an employer different than the RESPONDENT .

B. **Scope and Associated Cost of Work**

1. Amount of work being offered in terms of cost of work, quantity of work and value to ENTITY of work being proposed for the Base Bid scope of work.
2. Quality of the equipment and materials being proposed for the Base Bid scope of work.
3. Quality of the digital controls system in relationship to ease of use, maintenance and expansion.

C. **Technical Approach**

1. Design of the proposed solutions.

2. Depth, breadth and detail of the engineering.
3. Effectiveness of the proposed solutions related to energy savings, operational / maintenance improvement and learning environments.

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

D. **Other Financial Consideration**

1. Pricing structure and process to be utilized to price any work negotiated after contractor selection.
2. Energy savings approach and past performance related to delivering energy efficiency at a high enough level to obtain Energy Star certification for their past K-12 school customers.

E. **Performance Guarantees**

1. Amount of true and verifiable guaranteed energy savings.
2. Accuracy of the energy savings calculations included in the Proposal.
3. Value of the energy savings guarantee (Guarantee) provided with the Proposal in terms of how accurately will the energy savings be measured based on the terms of the Guarantee and how likely is it that the ENTITY will receive a payment from the RESPONDENT if a true shortfall occurs.
4. Any additional guarantees for system performance after implementation of the improvements.

F. **Quality, Completeness and Compliance of the RFP Response**

1. Quality of the proposal in terms of depth, breadth, detail and format of information provided.
2. Completeness of the proposal in relationship to the requirements of the Performance Contracting RFP.
3. Compliance to the RFP requirements

c. **Contract Terms & Conditions:** All RESPONDENTS shall be required to sign the attached Performance Contract, identified as Exhibit 5. No term or condition shall be negotiated after Proposal submission unless the term or condition to which the RESPONDENT wants to take exception is specifically identified on the RFP Exception List, identified as Exhibit 2.

RFP Exception(s) Form

The RESPONDENT must identify any exceptions they want to make to the RFP requirements on this "RFP Exception Form". Exception may result in a rejection of the Proposal, reduction in evaluation or neither, depending on the ENTITY'S understanding of how harmful the exceptions will be to the ENTITY on this project. The ENTITY shall be the sole judge of the impact of any exceptions and shall not debate their determination with a RESPONDENT.

List all exception below including three components. First, state the language that is being excepted. Second, provide language the RESPONDENT would propose replace the excepted language. Lastly, provide an explanation for why the RESPONDENT is taking exception to the RFP language and how the proposed language will not be harmful to the ENTITY.

ENTITY TAKES NO EXCEPTIONS:
I, _____, an authorized representative of the RESPONDENT, take no exceptions to the RFP requirements and hereby verify that we will comply with all terms, conditions and requirements contained within the RFP.

_____ _____
Name of Authorized Representative Date

_____
Title

ENTITY TAKES EXCEPTIONS:

1. Page:
    a. Excepted language:
    b. Proposed language:
    c. Explanation for excepted language:
2. Page:
    a. Excepted language:
    b. Proposed language:
    c. Explanation for excepted language:
3. Page:
    a. Excepted language:
    b. Proposed language:
    c. Explanation for excepted language:
    d.

I, _____, an authorized representative of the RESPONDENT, understand that taking the exceptions identified above to the RFP requirements may cause our Proposal to be rejected or consideration to be reduced. I understand that the ENTITY will be the sole judge of the impact of the exceptions listed above and understand that the ENTITY shall not contest their determination.

_____ _____
Name of Authorized Representative Date

_____
Title

RFP Compliance Verification Form

Each RESPONDENT must acknowledge that they understand the following RFP requirements are the Minimum Requirements to be considered. Any proposals not including these Minimum Requirements may be rejected.

MINIMUM REQUIREMENTS:

1. RESPONDENT certifies that they have read the General Conditions and agrees to fully comply with the terms specified therein. Any exception that the REPSONDENT wishes to take the General Conditions shall be specifically listed on the attached RFP Exceptions form, Exhibit 1.

2. RESPONDENT has included a Base Bid offering including the Base Bid scope of work identified with the cost, energy savings and operational savings of each ECM. Omission of any component of the Base Bid scope of work or not providing the individual cost and savings per ECM will result in the Proposal being rejected.

3. RESPONDENT certifies that they have completed a minimum of five K-12 school performance contracts of similar size and scope as proposed here and have included a complete list of the RESPONDENTS most recent K-12 school performance contracts not to exceed a total of 100 references.

4. RESPONDENT shall identify any energy savings shortfalls with K-12 schools or other institutions over the past ten years with an explanation for why the shortfalls occurred and how the shortfalls were remedied.

5. RESPONDENT shall include an explanation of all past arbitration or litigation with K-12 schools and other institutions over the past ten years. Omission of any of these events will result in rejection of the Proposal.

6. RESPONDENT shall include detailed drawings and an equipment list identifying all equipment being proposed on the Proposal. Equipment descriptions shall include manufacturer name, equipment type and size.

7. RESPONDENT shall include a completed Guarantee as an attachment to the Proposal including all calculations, energy and operational savings guaranteed amounts, terms, conditions and the cost to provide the services included in the Guarantee over the Guarantee term. Omission of any of a completed Guarantee including these details will result in rejection of the Proposal.

I acknowledge and verify that the Minimum Requirements above have been met in the RFP response.

Date: _____ Signed: _____

Title: _____

VENDOR INFORMATION & CERTIFICATION

COMPANY _____

Representative _____

E-mail address _____

Address _____

_____

Local Phone _____

Toll Free Phone _____

Payment Address _____

_____

Date of Quotation _____

Quotation reference number, if required _____

I have read the specifications and I understand the content and my firm's obligations with regard to providing the specified services and products. I hereby submit the attached proposal. The prices being submitted shall be binding on our firm until 90 days from the date proposals are due, or until I am notified that I am not a successful vendor, whichever comes first. If my firm is awarded a contract as a result of the quoted prices, or subsequently negotiated prices, I guarantee that the prices shall be the maximum amount that my firm may charge for the products identified.

I certify that I have the authority to sign this proposal and bind my firm to the prices specified and the obligations associated with the award of all or any part of the items so specified.

I acknowledge receipt of _____ supplements.

I acknowledge receipt of _____ addendum.

Date: _____ Signed: _____

Title: _____

INSTALLATION CONTRACT
Glenbard Township High School District 87
2015-16 Guaranteed Energy Savings Projects

Contract No.: _____

This CONTRACT is made as of the ____ day of _____ 2014, by and between ***_____.*** *("_____") and Glenbard Township High School District 87 ("Owner"), concerning the following:*

Owner:

Referred to herein as ("Owner")

Qualified Provider/
Contractor:

Project: Glenbard S.D. 87 (Guaranteed Energy Savings Project) 2015-16

Scope of Work:

Contract Price:

Terms of Payment: Monthly progress based payments.

Exhibits:
"A": _____ Proposal
"B": Improvement List
"C": Construction drawings
"D": Other Applicable Exhibits (Open Book Pricing Spreadsheet)
"E" Performance Guarantee

_____ and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between _____ and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are not part of the Contract between _____ and the Owner. This Contract is not valid unless signed by _____ and Owner and shall become effective on the date first above written notwithstanding different dates of execution hereof.

OWNER:

By:

_____
Signature

_____
Printed Name and Title

Dated:_____

QUALIFIED PROVIDER/CONTRACTOR:

By: _____
Signature

_____
Printed Name and Title

Dated:_____

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** _____ ("Contractor") shall provide Owner with the work and the services set forth in the Scope of Work above ("Work") except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Contractor shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. Contractor shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work and Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and Contractor will mutually agree upon any required field utilities or other work, equipment or services to be provided by Owner. In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, Contractor's Improvement List attached as Exhibit "B", and Contractor's plan, plan notes and scope documents generated therefrom, shall be given precedence over all other documents, provided such plan, notice and documents have been previously shared with and approved by Owner.

2. **CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Agreement, including Exhibits or Attachments; (2) All written modifications, addenda, amendments, scope modifications or additions to this Agreement; (3) Contractor Proposal; (4) Owner's Request for Proposals; (5) Performance Guarantee; and the (5) Improvement List.

3. **MUTUAL OBLIGATIONS.** Owner and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents.

4. **CONTRACT PRICE AND PAYMENT**. The total price for Contractor's Work under this Contract shall be as set forth above subject to adjustments as set forth herein. Contractor shall be paid monthly progress payments on or before the ____ of each month for the value of work completed plus the amount of materials and equipment utilized for this Project suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to Contractor. Sales of materials are payable in cash on delivery of the goods. Final payment, constituting the entire unpaid balance for the Work, shall be due 30 days after the Work described in this Agreement is substantially complete, except for 150% of the value of any agreed upon punch list items remaining at that time. Substantial completion is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Work for its intended use. Any amounts withheld for punch list shall be due 30 days after the punch list items are completed. Any performance guarantee, as set forth in the Performance Guarantee, shall not commence or become effective until such final payment is received by Contractor. In the event that Owner fails to make any monthly progress

payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to Owner, Contractor shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to Contractor for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, Contractor and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on Owner's operations of its facility. All sums not paid when due shall bear interest at the maximum rate permitted by the Local Government Prompt Payment Act, 50 ILCS 505/4.

5. **ACCESS TO JOB-SITE.** Owner and Contractor shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for Contractor's Work under this Contract. Contractor and Owner will cooperate with each other to coordinate such access and preparation of the work areas. Contractor will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of Contractor's Work is contingent upon such agreed access to the job site and to the areas whereby Contractor is to perform its work. Contractor shall be responsible for (i) ensuring that any work it conducts associated with this Agreement does not infringe on or interrupt student activities and (ii) taking all appropriate safety measures, including fencing all construction areas if necessary, to ensure that students, employees, and other users are not at an increased risk for injury as a result of any work associated with this Agreement.

6. **SCHEDULE**. After execution of this Contract, Contractor shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract, which work shall be completed no later than _____ ("Contract Time"). Contractor shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of Contractor or those for whom Contractor is responsible, or due to any act, omission or neglect of Owner or anyone under Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions (unless the Concealed or Unknown Subsurface Conditions or Hazardous Conditions are introduced to the site by Contractor), changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God; provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

7. **WARRANTY.** Contractor warrants that materials and equipment furnished by Contractor will be of good quality and new; that the Work will be free from defects, and to the extent

consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as Contractor in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. Contractor warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one year from the Substantial Completion Date ("Warranty Period"). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from Owner, Contractor shall, at its option, repair or replace the defective Work. Contractor's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. Contractor shall not be responsible for damage to its work caused by anyone other than Contractor or Contractor's subcontractors. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. Contractor will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, Contractor will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of manufacturers' warranted materials or equipment is directly against such manufacturers whose warranties have been assigned to Owner by Contractor and Owner waives all rights against Contractor for any defects or failures of such manufacturers' warranted materials or equipment following the expiration of the Warranty Period. Contractor will provide Owner with all manufacturers' warranties upon expiration of the Warranty Period. Nothing in this Paragraph is in any way intended to limit Owner's other rights and remedies, under law or in equity, in the event Contractor does not fulfill its obligations under this Contract.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of Contractor's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by Contractor for any increased costs.

9. **OWNER SCOPE MODIFICATIONS**. Contractor agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that Owner modifies the Scope of Work and directs Contractor to perform any additional or extra work outside the Scope of Work as set forth

above, the Contract Price and Contract Time shall be adjusted accordingly. Contractor shall not be obligated to perform scope modifications, including additional or extra work, unless Contractor shall receive a written directive, signed by an authorized representative of Owner. The amount to be paid by Owner to Contractor for any scope modifications, including additional or extra work, or the amount to be allowed by Contractor, shall be determined as provided under the terms of the Contract.

10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.

11. **TAXES, PERMITS, AND FEES**. Contractor shall be responsible for obtaining all permits and related permit fees associated with the Work. Contractor shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes. Owner is a tax exempt organization. Federal excise tax does not apply to Owner and State of Illinois Sales Tax does not apply. The amounts to be paid to Contractor hereunder are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. Contractor shall be responsible for any taxes levied or imposed upon the income or business privileges of Contractor.

12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing Contractor's Work (defined herein collectively as "Owner Project Criteria"), then Contractor shall have the right to rely on the information contained in Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** To the extent available, Owner shall provide, at its own cost and expense, for Contractor's information and use the following, all of which Contractor is entitled to rely upon in performing the Work: (1) Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site; (3) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the

Project and enable Contractor to perform the Work; (4) A legal description of the site; (5) as-built and record drawings of any existing structures at the Site; (6) environmental studies, reports and impact statements describing the structural and mechanical systems, chemical, air and water pollution and environmental conditions, including Hazardous Conditions, in existence at the Site; and (7) any other mutually agreed upon services and information.

14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by Contractor pursuant to Paragraph 11 of this Agreement, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course; (iii) to the best of Owner's knowledge, there are no concealed or unknown subsurface conditions in the existing structure and there are no unusual soil or subsurface conditions at the site and the area where the work is to be installed consists of undisturbed virgin soil; (iv) if the Work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit Contractor to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (v) it is Owner of the site; and, (vi) all tap in, connection and other types of fees and charges have been fully paid.

15. **LIQUIDATED DAMAGES.** Contractor is solely responsible for substantially completing the Work within the Contract Time. This responsibility includes all work including that of Contractor's forces, subcontractors, and suppliers. Contractor acknowledges that Owner will suffer significant financial loss, and there will be disruption to the School District community, if the project is not complete within the Contract Time. Contractor further acknowledges that the measure of such loss and the disruption to the School District community would not be susceptible to precise calculation. To protect Owner against said loss and disruption to the School District community, Owner and Contractor hereby agree that Contractor and Contractor's surety, if any, shall be liable for and shall pay to Owner, Liquidated Damages of one thousand dollars ($1,000) for each calendar day of delay. Payments of Liquidated Damages are in addition to other damages that may be incurred by Owner and not a penalty. All such Liquidated Damages may be set-off against any moneys that may be due Contractor. Owner's approval or making of progress payments or final payment, with or without knowledge that the Work was untimely, shall not constitute or be deemed a waiver of Owner's rights or claims, or of Owner's ability to receive Liquidated Damages under the Agreement or common law.

16. **CLEANUP**. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. Contractor agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge Contractor for Owner's cleanup costs without providing seven days, or 24 hours if

Owner determines cleanup is immediately necessary for student and employee safety, prior written notice to Contractor in order to afford Contractor an opportunity to cure or remedy the job clean up.

17. **DAMAGE TO PROPERTY.** In the event Owner's property is damaged by Contractor or its subcontractor, Contractor shall, at Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If Contractor does not repair such damage within 14 days after receiving written notice from Owner, or such lesser time if Owner determines the damage creates an emergency situation, Owner may repair the damage and Contractor shall reimburse Owner for the reasonable costs Owner incurs within 14 days after Owner provides a written invoice to Contractor or Owner may withhold that amount from the payments to be made on the Work.

18. **SAFETY**. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. Contractor's responsibility for safety under this Paragraph is not intended in any way to relieve any of Contractor's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

19. **HAZARDOUS MATERIALS**. Unless specifically noted in the Contract, Contractor is not responsible for any Hazardous Conditions, Materials or Substances encountered on site unless the Hazardous Conditions, Materials or Substances were introduced to the site by Contractor. Unless specifically noted in the Contract, Contractor's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, Materials or Substances, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, Materials or Substances, Contractor will stop work until Owner takes the measures necessary to ensure that the Hazardous Conditions, Materials or Substances have been remediated or rendered harmless. Such measures and remediation are the responsibility of Owner, not Contractor.

20. **CONTRACTOR INSURANCE**. Prior to commencing the Work, Contractor shall provide a certificate of insurance to Owner showing its insurance coverage, and Contractor shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITY
> General Aggregate	$2,000,000
> Product & Completed Operations Aggregate	$2,000,000

> Personal & Advertising Injury $1,000,000
> Each Occurrence $1,000,000
> Workers Compensation $500,000/$500,000/$500,000
> Umbrella Policy in addition to individual coverage $10,000,000

Contractor shall add Owner, its Board members, employees and agents as "Additional Insureds" to each policy that is referenced above. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to Owner. Contractor shall submit to Owner certificates of insurance satisfactory of insurance coverage upon request. Contractor must provide to Owner 60 days prior written notice of any material change, cancellation, or non-renewal. Contractor's failure to carry or document required insurance shall constitute a breach of this Agreement and any failure by Owner to demand or receive proof of insurance coverage shall not constitute a waiver of Contractor's obligation to obtain the required insurance. Owner will not pay Contractor for any work if satisfactory proof of insurance is not provided before the commencement of the Work. Owner reserves the right to obtain copies of insurance policies and insurance records by written request at any time from Contractor or its subcontractors and to modify, delete, alter or change insurance requirements at any time. Contractor shall require any subcontractors under this Agreement to maintain comparable insurance which shall name Contractor, Owner inclusive of its Board members, employees and agents, and any other entity designated by Owner as *Additional Insureds*. Contractor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

21. **OWNER'S INSURANCE**. Owner shall also procure and maintain property insurance upon the entire Project and premises in an amount equal to the total value of the entire Project and premises, including the Work, on all real and personal property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. Owner shall procure and maintain Builder's Risk insurance appropriate to cover the Work. The property insurance shall insure against the risks and perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, airborne property, debris removal and other perils or causes of loss, including physical loss or damage to the Work and any materials or equipment in transit, at the Project Site or at another off-site storage location. Owner shall also purchase and maintain such mechanical breakdown insurance including startup and testing, as may be required or necessary, which shall include the interests of Owner, Contractor and Contractor's subcontractors.

Each insurance policy shall name Owner as an insured and Contractor or its Assignee(s), including subcontractors and sub-subcontractors, as an additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Contractor or its Assignee at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies shall be payable to Owner and Contractor or its Assignee(s), as their interests may appear. Upon acceptance of the Project, and any energy conservation measures ("ECM's"), and upon each insurance

renewal date, Owner shall deliver to Provider a certificate evidencing such insurance upon request of Contractor. In the event of any loss, damage, injury or accident involving the Work, Owner shall promptly provide Provider with written notice thereof and make available to Provider all information and documentation relating thereto.

22. **BONDS.** Prior to commencement of the Work, Contractor shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Agreement is executed. The bond or bonds will be written with a company licensed to transact business in the State of Illinois and has a minimum A.M. Best Rating of A VII.

    Contractor shall also execute and deliver to Owner an Energy Savings Performance Bond not less than 30 days after final acceptance of the Project and Contractor's Work and upon payment in full of the entire Contract Price. The Energy Savings Performance Bond shall assure the faithful performance of the annual Guaranteed Savings Amount, ("GSA") as provided in the Performance Guarantee Agreement (the "Guarantee"). The Energy Savings Performance Bond shall only be required to cover a two year portion of the GSA; provided, however, Contractor shall be responsible to have an Energy Savings Performance Bond in place throughout the Guarantee, subject to the terms and conditions of the Guarantee.

    Contractor shall place sufficient moneys into an interest bearing escrow account for the purpose of paying the premiums for the Energy Savings Performance Bond through the last year of the Guarantee. Escrow account funds shall only be used for the purpose of paying said premiums while the Guarantee is in effect. If the escrow becomes depleted of funds prior to the last Energy Savings Performance Bond being executed, Contractor shall provide additional funding to the escrow account as required. After the Guarantee has been fully satisfied, any funds remaining in the escrow account shall revert to Contractor.

    Contractor shall not share security in the performance guarantee with anyone other than Owner.

23. **OWNER'S REPRESENTATIVE.** Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of Owner, and otherwise bind Owner with respect to all matters requiring Owner's decision or approval:

    Name:
    Title:
    Address:
    Phone:
    Fax:
    Email:

Owner's Representative shall make a good faith effort to provide Owner-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under this Contract. Owner's Representative shall also make good faith efforts to provide Contractor with prompt notice if it observes any failure on the part of Contractor to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

24. **CONTRACTOR'S REPRESENTATIVE**. Contractor designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of Contractor, and otherwise bind Contractor with respect to all matters requiring Contractor's decision or approval:

    Name:
    Title:
    Address:
    Phone:
    Fax:
    Email:

25. **DISPUTE RESOLUTION**. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of Contractor and Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than 30 days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, either party may file suit in the circuit court of DuPage County, the Northern District of Illinois, or mutually agree in writing to alternative dispute resolution.

26. **INDEMNIFICATION.** Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its Board members, officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Contractor or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

27. **EVENTS OF DEFAULT.**

(a) By Owner. The term "Event of Default", as used in this Agreement, means the occurrence of any one of more of the following events: (i) Owner fails to make any Contract Payment (or any other payment) as it becomes due in accordance with the terms of this Agreement, and any such failure continues for 14 days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within 30 days after written notice thereof by Contractor; (iii) the discovery by Contractor that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Agreement or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets.

(b) By Contractor. The term "Event of Default", as used in this Agreement, means the occurrence of any one or more of the following events: (i) failure to perform the obligations of Contractor in the manner and within the time prescribed by the terms of the Proposal subject to the provisions of Paragraph 6 of this Agreement; (ii) failure to pay within 14 days of notice that payment is due, the amount required by the terms of the guarantee contained in the Proposal; (iii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 30 days after receipt of notice from Owner; or (iv) Contractor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Contractor or of all or a substantial part of its assets.

28. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Agreement, (ii) recover damage for the breach of this Agreement, and (iii) rescind this Agreement as to any or all of the ECM's. In addition, the parties shall remain liable for all covenants and indemnities under this Agreement, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Agreement.

29. **WAIVER OF CONSEQUENTIAL DAMAGES**. Contractor waives any and all claims against Owner for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to this Agreement and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This waiver includes damages incurred by Contractor for principal office expenses including the

compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. Owner shall be entitled to claim from Contractor its consequential damages, including but not limited to, damages incurred by Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, but only if, and to the extent that, such consequential damages are insurable by Contractor, with such damages being limited solely to insured losses.

30. **OWNER'S REMEDIES.** Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment with equipment of the same or commercially comparable cost and performance. In no event shall Contractor be liable for claims (including but not limited to claims based upon contract, statute, tort (negligent or intentional), strict liability or express or implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the misuse of equipment by someone other than Contractor or the fault of Owner. Separate and distinct from any indemnification obligation owed under Paragraph 26 of this Agreement, in no event shall Contractor be liable for claims (including but not limited to claims based upon contract, statute, tort (negligent or intentional), strict liability or express or implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or failure of such equipment, in an amount greater than $5,000.00.

31. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract and its Schedules may be made upon the mutual agreement of the parties, and subject to approval by Owner. Such additions may include proposals from Contractor for additional Work.

32. **NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

    Notices and communications to Owner shall be addressed to, and delivered at, the following address:

    Glenbard Township High School District No 87
    596 Crescent Boulevard
    Glen Ellyn, IL 60137
    Attn: Superintendent

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

33. **WAIVER**. No action or failure to act by either party shall constitute a waiver of any right or duty afforded the waiving party under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

34. **SEVERABILITY**. Every provision of this Agreement is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of the Agreement.

35. **CONTROLLING LAW.** This Agreement, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Illinois. In addition:

    (a) Contractor is and shall remain in compliance with all local, state and federal laws, ordinances, and regulations relating to this Agreement. Further, Contractor is and shall remain in compliance with all Owner policies and rules;

    (b) The Work required by law or by this Agreement to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline;

    (c) Contractor agrees to comply with and acknowledges that this agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01). Contractor shall ensure that any subcontractors shall comply with the Illinois Prevailing Wage Act. It shall be mandatory upon Contractor and upon any subcontractors to pay all laborers, workers, and mechanics employed by them not less than the prevailing wages in the locality for each craft or type of worker or mechanic needed to perform such work and the general prevailing rate for legal holidays and overtime work as ascertained by the Illinois Department of Labor and pursuant to Illinois law and statutes and included with the Contract Documents. The prevailing wage rates are revised by the Department of Labor periodically and are available on its website. To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon Contractor or Owner or by any employee of Contractor or a subcontractor performing work on the Work, Contractor or the particular subcontractor and Contractor shall be responsible for indemnifying and holding Owner free and harmless from all costs incurred, directly or indirectly, by Contractor or Owner in responding to and complying with demands made by the Department of Labor, or an aggrieved employee. Those amounts may be withheld by Owner from the payments to be made on the Work.

(d) Contractor acknowledges that this Agreement is subject to and governed by the rules and regulations of the Illinois Human Rights Act (the "Human Rights Act"), including the mandatory provisions that Contractor have in place written sexual harassment policies that shall include, at 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, investigation and complaint process available through the Department and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of said Act and that it has a written sexual harassment policy in place in full compliance with Section 105(A)(4) of the Human Rights Act, 775 ILCS 5/2-105(A)(4). Contractor 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 provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Contractor 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 12101 et seq., and rules and regulations promulgated thereunder. Contractor shall be required to comply with the provisions of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, to the extent they are applicable under the law. Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service, or arrest record status.

(e) Contractor is not barred from entering into this Agreement by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4);

(f) Contractor certifies that Contractor will provide a drug-free workplace in compliance with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, *et seq.*), including provision of providing notifications, imposing sanctions, providing assistance with counseling, and complying with all other requirements of said Act;

(g) Contractor certifies that it will abide by all requirements of the Illinois Criminal Code, including but not limited to Section 33E-9, in relation to change orders which shall increase or decrease the Agreement cost by $10,000.00 or more or the time of completion by thirty (30) days or more of the Agreement executed with Owner; and

(h) Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property and that its employees, agents, and representatives may have direct, daily contact with school students. Contractor further understands and acknowledges that the State of Illinois requires that all employees, agents, and representatives of vendors, licensees, contractors or others having direct, daily contact with students must be subject to a criminal background check and may not be listed on the State Sex Offender Registry. Contractor agrees

that it shall not knowingly send to any school building or school property any employee, or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Prior to allowing any of its employees, agents, or representatives access to Owner's property, Contractor agrees to make every employee, agent, or representative expected to perform work on public school property available Owner for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9 and a check of the Illinois Sex Offender Registry and Illinois Murderer and Violent Offender Against Youth Registry. Contractor agrees that it will not send any employee, agent, or representative to Owner or school property until after Owner has notified Contractor that the employee, agent, or representative has cleared all required background checks. Contractor will reimburse Owner for the costs of the background checks. Owner will provide a copy of any background check report it receives to the individual employee, agent, or representative, but is not authorized to and will not release any such report to Contractor. At least quarterly, Contractor shall check if an employee, agent, or representative who is or expected to perform work on Owner's property is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry and shall report the results of such check to Owner.

Owner retains the right to prohibit an employee, agent, or representative of Contractor to perform work, in whole or in part, on Owner's property because of the results of a criminal background or other background check, at Owner's sole discretion.

In the event Contractor plans to subcontract with or use the services of another person or firm whose employees, agents, or representatives may perform work, in whole or in part, on Owner's property, Contractor must, in order to fulfill its obligations under this Agreement, require all such persons or firms to comply with the provisions of this Paragraph and 105 ILCS 5/10-21.9.

In the event Contractor fails to comply with the provisions of this Paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee, agent, or representative of Contractor, or caused by an employee, agent, or representative of a subcontractor to Contractor, Contractor agrees to fully defend and indemnify Owner against any such claims, including but not limited to reimbursement of attorney's fees and costs incurred by Owner in defending the suit or claim or awarded to the person or entity bringing the suit or claim against Owner.

(i) As an independent contractor of Owner records in the possession of Contractor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). Contractor, at Contractor's cost,

shall immediately provide Owner with any such records requested by Owner in order to timely respond to any FOIA request received by Owner. Owner will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If Contractor refuses to provide a record that is the subject of a FOIA request to Owner and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes Owner in any way, Contractor shall reimburse Owner for all costs, including attorneys' fees, incurred by Owner related to the FOIA request and records at issue.

(j) Contractor acknowledges and agrees that Owner may declare the Agreement void if any of Contractor's certifications herein are false.

36. **MISCELLANEOUS.**

(a) Contractor shall devote, and shall cause all of its staff and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Work effectively, efficiently and consistent with the best interests of Owner and to the satisfaction of Owner. Contractor shall retain and utilize sufficient staff to assure the most effective and efficient performance of the Work. Contractor shall use efficient business administration methods and perform the Work in the best way and in the most expeditious and economical manner consistent with the best interests of Owner, so as to assure, among other things, that the Work is performed at a reasonable cost to Owner and that Work performed by other entities or persons in connection with the Agreement are efficiently and cost-effectively delivered. Contractor acknowledges and accepts a relationship of trust and confidence with Owner and agrees to cooperate with Owner, and all other persons or entities which may be retained by Owner, in performing the Work to further the best interests of Owner.

(b) Contractor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Work and perform all obligations under this Agreement;

(c) Contractor shall furnish Owner with such information as may be requested relative to the progress, execution, and costs of the Work. Contractor shall maintain all records, correspondence, receipts, vouchers, memoranda, and other data relating to Contractor's Work under the Agreement. All records referenced above shall be retained for five years after completion of the Work and shall be subject to inspection and audit by Owner. Contractor shall include in all subcontractor agreements for the Work, provisions requiring subcontractors to maintain the above-described records and allowing Owner the same right to inspect and audit said records as set forth herein.

37. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the parties' signs as set forth above the signature of their duly authorized representatives.

END OF DOCUMENT