

Rich Township High SCHOOL DISTRICT 227

October 3, 2014

Re: Request for Proposal (RFP) – Energy Performance Contract

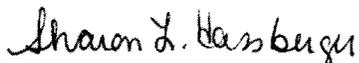
The Rich Township High School District 227 is requesting sealed Request for Proposals (RFP) from interested Energy Services Companies which are capable of providing comprehensive energy management and energy-related capital improvement services to our District facilities.

Please review the attachments and provide your response in writing no later than Friday, November 7, 2014 at 9:00 a.m. You may mail or deliver documents to Rich Township High School District 227, Attn: Sharon Hassberger, 20550 S Cicero Ave. Matteson IL 60443.

Mandatory pre-proposal conference is scheduled at Rich Township High School Dist. 227 District Office at 20550 S. Cicero Ave., Matteson, IL for Thursday, October 9, 2014 at 8:00 am.

If you have any questions, please contact me at (708) 679-5719.

Sincerely,



Sharon Hassberger
Director of Finance

**REQUEST FOR PROPOSAL (RFP)
FOR AN
ENERGY PERFORMANCE CONTRACTING PROJECT**

Issued by: *Rich Township High School District #227*

Rich Township High School District #227 (hereinafter referred to as District) is seeking specific proposals from Qualified Energy Services Companies (ESCOs) which are capable of providing comprehensive infrastructure and energy-related capital improvement services.

PROJECT OVERVIEW

District is interested in contracting for a full range of energy and water service and energy-related capital improvements at Rich Township High School District #227 (hereinafter referred to as project). These services and improvements are to be delivered on a performance contracting basis with guaranteed savings.

The District's objective in issuing this Request for Proposals is to provide a competitive means in which to select a single provider to fulfill all aspects of this project to provide a more comfortable environment for building occupants. The Board of Education may elect to implement improvement measures in phases pursuant to the final contract. The work to be included in the contract may include upgrades to or replacement of equipment included in, but would not be limited to, the following systems: roofing, building envelope and infrastructure, windows, doors, insulation, weather stripping, caulking, security, flooring and sidewalks, electrical, lighting, heating, air conditioning, building automation, temperature control, bathroom renovations including domestic water and sewer, fire alarm, energy recovery systems, or other energy conservation measures that provide long term operating cost reductions.

DISCLOSURE

The School District discloses that the CTS Group has participated in the preparation of the specifications issued by the District for the following RFP.

QUALIFIED PROVIDER

A Qualified Provider is a person or business experienced in the design, implementation and installation of energy cost savings measures. As required by Section 19b-1.3 of the School Code, the minimum training required for any person or employee under shall include the satisfactory completion of at least 40 hours of course instruction dealing with energy conservation measures. In addition, the District is requiring that the Qualified Provider have at least 10 years of experience in performance contracting. If your company is accredited by the National Association of Energy Service Companies (NAESCO), please provide documentation.

REQUIRED CAPABILITIES

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

OVERVIEW OF TERMS AND CONDITIONS

1. **Contract Term.** The duration of the contract will be mutually determined between the ESCO and the District based on authorizing legislation, final project scope and financial factors. No contract shall exceed 20 years in duration.
2. **Guarantee.** The project must result in a guaranteed minimum annual energy, water and O&M savings guarantee, as well as defined levels of occupant comfort; maintenance, monitoring, training or other services.
3. **Execution of Guaranteed Energy Savings Contract and Financing Documents.** The District will negotiate and execute the Guaranteed Energy Savings Contract with the selected ESCO and all financing documents required by the selected financing source. The ESCO to whom the contract is awarded shall give a sufficient bond to the District for its faithful performance. The ESCO shall also provide a written guarantee that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures. The ESCO shall reimburse the District for any shortfall of guaranteed energy savings projected in the contract.

PROCUREMENT PROCESS

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

	<u>Dates</u>
Advertisement and Issue RFP	October 6, 2014
Submission of Qualified Provider Profile Form	October 9, 2014
Mandatory Pre-proposal Meeting	October 9, 2014
Submissions of Proposals	November 7, 2014
Selection of ESCO (Issue LOI)	December 2014
Preferred Project Completion	TBD

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

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

INSTRUCTIONS TO PROPOSERS

Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead District, may be used as grounds to find the proposing ESCO ineligible.

Pre-Proposal Conference

A pre-proposal conference will be held on October 9, 2014 at 8am at the District office. **Attendees must submit attached Company Profile form by October 9, 2014 to be considered.** Proposals from those who do not provide the Company Profile will not be considered.

Please submit the **Qualified Provider Profile Form** by **October 9, 2014** to the following contact person:

Sharon Hassberger, Director of Finance
Rich Township High School District #227
District Office
20550 S. Cicero Avenue
Matteson, IL 60443
email: shassberger@rich227.org
phone 708.679.5719

Any contact with Board of Education Members or District Staff not listed above during the RFP Process without prior approval of the Director of Finance will be grounds for immediate disqualification of the firm.

The **Rich Township HSD #227** requires that interested respondents complete the attached Company Profile Form

**QUALIFIED PROVIDER
PROFILE FORM**

The District requests that submittal of this form be mandatory by **October 9, 2014**. In submitting this form, it is understood by the respondent that the right is reserved by the District to reject any and all proposals of respondents that do not meet the specified minimum requirements of a Qualified Provider (see below).

1. **FIRM NAME:** _____

ADDRESS OF PROJECT EXECUTION OFFICE

2. **NAMES AND TITLE OF TWO CONTACT PEOPLE**

1) _____ Phone _____

2) _____ Phone _____

3. **YEAR FIRM WAS ESTABLISHED AS AN ESCO** (Minimum requirement of 10 years of operation)

4. **YEARS OF PERFORMANCE CONTRACTING EXPERIENCE UNDER PRESENT COMPANY NAME:**

(Minimum requirement of 10 years): _____

5. **IF YOUR COMPANY IS NAESCO ACCREDITED, PLEASE PROVIDE A COPY OF YOUR FIRMS ACCREDITATION.**

6. **FIVE YEAR SUMMARY OF CONTRACT VALUES FOR ENERGY PERFORMANCE CONTRACTING PROJECTS WHERE YOUR FIRM WAS THE PRIME CONTRACTOR WITH A FIRST PARTY WRITTEN SAVINGS GUARANTEE TO THE DISTRICT:** (Note: If you are a branch office of a larger firm indicate only those contract values associated with that specific branch.)

2013: \$ _____
2012: \$ _____
2011: \$ _____
2010: \$ _____
2009: \$ _____

7. **ATTACH WITH THIS FORM, PROJECT SUMMARIES OF AT LEAST FIVE (5) REFERENCES THAT HAVE PREVIOUSLY ENTERED INTO GUARANTEED ENERGY SAVINGS CONTRACTS WITH THE ESCO.** List only references that Provide information on at least five (5) similar projects in the Illinois education market completed by your firm. List only references where your company was the prime Energy Service Company that provided a energy guarantee and not a subcontractor.

Submitting your Response

Your response should follow the outline below and be concise. Failure to follow any of the RFP's instructions could nullify your response from consideration. It will be the responsibility of the ESCO to submit 5 copies of your proposal. Submissions should be addressed to: sealed and packaged with clear identification to read as follows:

Sharon Hassberger, Director of Finance
Rich Township High School District #227
District Office
20550 S. Cicero Avenue
Matteson, IL 60443
email: shassberger@rich227.org
phone 708.679.5719

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

The deadline for submitting your response will be no later than **November 7, 2014 at 2:00 PM**. Submissions received after that date and time will not be considered. No electronic submissions or electronic modifications to the submission will be considered. Proposals will be opened publicly on **November 7, 2014 at 2:00 PM** at Rich Township High School District #227, 20550 S. Cicero Avenue, Matteson, IL 60443.

Questions or clarification may be directed to Sharon Hassberger via email at shassberger@rich227.org

Facility questions may be directed to Keith McLean via email at: kmclean@rich227.org

1. Proposal Review and Selection of Finalists

District will establish a Project Evaluation Team to review and evaluate the ESCOs written responses to this RFP in accordance with the evaluation criteria identified below. The Project Evaluation Team will check client references which will also be included in the evaluation. The District intends to select no more than three (3) ESCOs as finalists, and may elect to not hold any interviews.

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals, client references and responses of the ESCO finalist during oral interviews, as appropriate.

Contract Award may be considered for the qualified provider who rates the highest in the categories outlined below and who best matches the needs of the District. The maximum number of points is 100.

A. ESCO Profile	25 points
B. General Qualifications	25 points
C. General Approach	20 points
D. Site Specific and Implementation Plan	30 points

2. Professional Engineer Involvement (For large projects)

A registered professional engineer must, at a minimum, review and approve design work done under this contract.

3. As-Built Drawings

Where applicable, ESCO must provide mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with District) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completed project installation. ESCO will be responsible for ROE permits and associated paperwork and construction documents.

4. Bonding Requirements

By submitting a proposal each Qualified Provider agrees to Furnish a Performance Bond and Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract sum. Owner requires that the bond surety must carry a Best Rating of A and the the owner has no objection to the Bond Surety.

5. Insurance Requirements

Prior to the commencement of work, the ESCO must provide evidence of insurance for both the construction and operations phases of the project.

The ESCO shall provide the Board a certificate verifying that the following insurance coverages are in full force and effect: The ESCO shall provide Workers' Compensation Insurance (statutory limits); Third Party Bond in the amount of at least \$2,500 per employee of the Contractor; Property damage insurance of at least \$250,000 per occurrence; and Bodily damage and personal injury of at least \$1,000,000 per occurrence and \$3,000,000 aggregate through an insurance carrier duly licensed by the State of Illinois with a Best rating of "A-" or higher. Rich Township School District and its Board of Education must be listed as additional insureds.

6. Subcontractor Approval

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

7. Hiring and Wage Requirements

The ESCO will comply with all requirements for the payment of prevailing wages and minority and women-owned business enterprises.

8. Follow-up Maintenance, Monitoring and Training Services

The ESCO will be responsible for measurement and verification of implemented measures to ensure optimal performance as well as for ongoing training, however, District has the option to negotiate the extent of any contracted on-going maintenance service contract. Project savings will be verified and reconciled on an annual basis.

PROPOSAL CONTENT & FORMAT

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

A. EXECUTIVE SUMMARY

B. ESCO PROFILE

1. General Firm Information- Firm name, mailing address, and phone number. Names, titles, and phone number of two principal contact persons. List any division or Branch Offices that will participate materially in the development of the proposal, in its evaluation process, and/or in the conduct of any services provided.
2. Type of Firm
3. Federal Employer Identification Number
4. Year Firm Established
5. Five-year summary of contract values for energy related services and estimate of total value for all energy-related contracts that are currently in force
6. Corporate Background
 - a. Years under present name- How many years has your firm been in business under its present business name as a Performance Contracting Company.
 - b. Former names- Indicate all other names by which your organization has been know and the length of time by each name.
 - c. Years in energy business- How many years has your firm been providing energy efficiency related business for Illinois School Districts.
 - d. How many years has your firm offered performance contracting services? Note: Minimum of 10 years is required.

- e. Bankruptcy involvement- Has your firm, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? If yes, explain in detail the circumstances, date of the protection order was filed and the resolution of the case (or current status, if still ongoing)
- f. Is your firm an accredited member of NAESCO?

C. GENERAL QUALIFICATIONS

1. Number of contracts- Provide list of your most recently completed (past 5 years) Guaranteed Energy Savings Contract. Include projects located within the state of Illinois **If the firm's experience is from other projects designed and implemented in other states or personal references when working with other companies, they will not be considered to be qualified. List only references where your company was the prime contractor.**
2. Energy Guarantee History- Briefly describe all energy performance contract guarantees that your firm has managed within the last five (5) years. Identify those project guarantees involving buildings similar to the District's type. Provide, at a minimum, a copy of at least 2 measurement and verification reports for the above referenced projects.
3. Personnel Information
 - a. Full time personnel- indicate the number of full-time personnel employed by your firm and those specifically that will take an active role on this project. Provide all energy related engineering qualifications such as LEED AP, or Certified Energy Manager, for the companies personnel assigned to this project.
4. Qualifications and experience
 - a. Include an organizational chart for all members of your company with specific responsibilities for performance based facility modernization and energy services for public sector. Include a brief description and/or resume for each team member to whom will be actively involved in the proposed project.
 - b. Include any LEED® AP Certification or current Professional Engineering License for lead member of the ESCOs project team.
5. Areas of Expertise
 - a. List all areas of expertise related to potential energy improvements in facilities and infrastructure. Include specialized area of expertise in areas that might be relevant to the project. Also describe the professional and skilled trades that your firm customarily performs with employees.
6. Grants and Rebates
 - a. Identify grants you have applied for and received for your customers in the past two years.
 - b. Explain your approach to obtaining rebates.
7. Contract negotiation personnel
 - a. Give the name and address of the person who will have primary responsibility for contract negotiations.

D. GENERAL APPROACH

1. Project Summary
 - a. Summarize the scope of services (auditing, design, construction, monitoring, operations, maintenance, training, financing, etc.) that would be offered for this project. Include a brief description of your firm's approach to management and specific benefits your firm can offer the owner.
2. Training Provisions
 - a. Describe your firm's capabilities in providing technical training for Owner's facility personnel and experience on past projects. Describe your firm's involvement in developing training manuals for facility staff.
3. Engineering Design
 - a. Describe your firm's approach to the technical design of the project.
4. Monitoring and Verification
 - a. Describe the methodology proposed for ongoing monitoring and savings verification of each recommended project's performance, including the frequency of such efforts. Note if an industry standard such as the International Monitoring and Verification protocol is used and describe the preferred method.
5. Baseline Calculation Methodology
 - a. Describe in detail the methodology your firm normally uses to compute baseline of energy and water use as well as performance.
6. Adjustment to Baseline Methodology
 - a. Describe the method(s) used to adjust the energy, water and O&M baseline due to such factors as weather and facility use changes. Describe the factors that would necessitate adjustment.
7. Savings Calculations
 - a. List all procedures, formulas, and methodologies including special metering or equipment your firm will use to calculate energy, water and O&M savings. Include assumptions made in calculations.
8. Dollar Savings Calculations
 - a. Describe the procedure to assign values to the O&M and energy & water savings.

9. Maintenance Contract Flexibility

- a. Describe the types of services included in the maintenance contract. Comment on whether the owner's maintenance staff can perform some of these duties if desired, and describe any impact on the guarantee (These could include programming and maintaining the control system, installing lighting retrofits, maintaining HVAC equipment, etc.) Describe the required length of the maintenance contract and the relationship with the guarantee in the event the owner chooses to terminate the maintenance contract prior to the end of the performance contract.

10. Cost Savings Guarantee Calculations

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

11. Provisions of Insurance

- a. Describe the level and types of insurance policies applicable to the project.

12. Provision of Warranties

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

13. Sample Contract

- a. Attach a sample of the contract offered by your firm.

E. SITE SPECIFIC APPROACH AND IMPLEMENTATION PLAN

- 1) Describe overall existing conditions and potential recommendations. Include the costs and the guaranteed energy savings for all proposed improvements. Provide a cash flow analysis for proposed improvements.
- 2) Standards of Comfort
 - a) Describe standards of comfort and functionality that will be used for light levels, space temperatures, ventilation rates, etc. in the intended facilities. Also describe how those standards will be maintained throughout the contract term.
- 3) Construction Management
 - a) Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use.
 - b) Describe your flexibility and/or limitations regarding possible owner's monitoring and installation and performance of ESCO projects, owner's integration of other identified capital needs with ESCO projects that may or may not contain energy and water savings opportunities.

4) Project Financing

- a) Describe your firm's approach to providing or arranging financing for the proposed project.
- b) Describe the mechanics of the financing arrangement, equipment ownership, responsibilities/liabilities of each party, security interest required and any special terms and conditions that may be associated with financing this project.

COMPLIANCE

All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations including all building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workmanlike manner and be in compliance with all District regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

By submitting a proposal, each Qualified Provider agrees, that if awarded the contract, the Qualified Provider shall conduct, at its own expense, criminal history background checks on all of its employees, agents, volunteers, etc, who will enter School District property. The Qualified Provider shall provide copies of the results of each criminal history background check to the School District. The Qualified Provider shall not allow anyone to work on the contract whose criminal history background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which reasonably calls into question such individual's fitness to work with children.

By submitting a proposal, each Qualified Provider agrees that, if awarded the contract, it shall comply with the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and each law identified in Section 19b-15 of the Illinois School Code (105 ILCS 5/10b-15)

By submitting a proposal, each Qualified Provider agrees to furnish and maintain, at its own expense, insurance covering all operation under the contract, whether performed by Qualified Provider or by its subcontractors, if any, including, without limitation, workers' compensation insurance, employers' liability insurance and commercial general liability insurance. All insurers shall be licensed by the State of Illinois and rated A-Vu or better by A.M. Best or comparable rating service or be an authorized Risk Retention Group acceptable to the School District. At any time following contract award, the Qualified Provider shall submit to the School District certificates of insurance satisfactory of insurance coverage or its policies upon request of the School District. The Qualified Provider shall have its general liability insurance endorsed to provide that the School District, a body politic and corporate, and its Board members, employees, agents, officers, officials and any other entity as may be designated by the School District, are listed as "ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS" - on a primary basis, without recourse or right of contribution. The Qualified Provider shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by the Qualified Provider indicating that (1) the School District, and it Board member, employees, agents, officers, officials, and such other parties as may be designated by the School District are additional insureds on the general liability insurance and (2) the insurer will provide sixty (60) days prior written notice of a material change, cancellation, or non-renewal to the Superintendent of the School District. The Qualified Provider shall require any subcontractors under the contract to maintain comparable insurance which shall name the Qualified Provider, the School District inclusive of its Board members, employees, agents, officer, officials and any other entity designated by the School District as *Additional Insureds*. The Qualified Provider will maintain a file of subcontractors' insurance certificates evidencing compliance with these requirements.

STATE TAX

The board is exempt from paying Illinois Use Tax (35 ILC 105/3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/1 et seq.)

FEDERAL EXCISE TAX

The Board is exempt from paying Federal Excise Taxes (I.R.S ch.32, subchapter G p. 422)

FEDERAL TRANSPORTATION TAX

In computing transportation costs, ESCO's should not include any federal transportation tax because the Board is exempt.

TITLE AND RISK OF LOSS

Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by the ESCO. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

INSPECTION

All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in materials or workmanship or which fail to meet the ESCO's warranties (express or implied). Rejected goods shall be removed at the expense of the ESCO, including transportation both ways, promptly after notification or rejection. As to rejected goods, ESCO shall bear all costs of inspection and all risk of loss.

PAYMENT AND PRICE

Payment of the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship.

Invoices will be paid in accordance with Board Policy.

SHIPPING INSTRUCTIONS

Unless otherwise specified, packages must bear ESCO's/Board's order number and bulk containers must also show gross, tare, and net weights and/or quantity. No packaging charge shall be made to the Board unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.

DELIVERIES

Time is of the essence. Deliveries shall be made to the Board's receiving area or designated installation site.

WAIVERS

The Board's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

WARRANTIES

ESCO makes the following warranties to the Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplies hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or conformity with the specifications herein. ESCO agrees that the foregoing warranties shall survive acceptance of goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by ESCO. ESCO shall, at its sole cost and expense, promptly repair or replace to the Board's satisfaction all goods/services received for a period of one year from date of delivery.

CONTRACT NEGOTIATIONS

Rich Township HSD #227 will attempt to negotiate and contract for services described in this RFP solicitation with the most qualified firm. If an agreement cannot be reached, there may be an attempt to negotiate a contract with the second qualified firm.

COST FOR PROPOSAL PREPARATION

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

CERTIFICATION FORM

**THIS FORM MUST BE SIGNED AND NOTARIZED AND MUST ACCOMPANY THE PROPOSAL TO RICH TOWNSHIP SCHOOL DISTRICT 227. THE UNDERSIGNED CERTIFIES THE FOLLOWING:
CERTIFICATE OF ELIGIBILITY TO CONTRACT**

That, pursuant to section 33 E of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither they nor any of their partners, officers, or owners of their business have been convicted in the past five (5) years of the offense of bid-rigging under section 33 E of the Illinois Criminal Code of 1961 as amended; that neither they nor any of their partners, officers or owners have never been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither they nor any of their partners, officers or owners have ever been convicted of bribing or attempting to bribe and officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

PREVAILING WAGE FORM

That they and any subcontractors of the Contractor will, where applicable, comply with prevailing wage rates for Cook County.

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT
(Contractors With 25 or More Employees)**

That having 25 or more employees, they do hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.) that they shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

That said Contractor has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

Date Phone Fax _____

Subscribed and sworn to before me _this ___day of 20_____ .

NOTARY PUBLIC 24 44_____

CONTRACTOR INFORMATION
THIS FORM MUST BE COMPLETED AND SIGNED AND ACCOMPANY THE PROPOSAL TO RICH TOWNSHIP SCHOOL DISTRICT 227.

In compliance with Illinois School Code, 105 ILCS 5/10-20.40(b) and (c), as a potential vendor for Rich Township School District 227, please answer the following questions:

Minority-Owned Business: a minority-owned business concern means a business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals.

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asia-Pacific Americans, Asian-Indian Americans and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

“Control” in this referenced context means exercising the power to make policy decisions. “Operate” means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women businesses.

PROPOSALS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RENDER THE OFFER’S PROPOSAL UNACCEPTABLE.

- A. Representation The offeror represents that it is (), is not () a minority-owned business concern.
- B. Representation The offeror represents that it is (), is not () a women-owned business concern.
- C. Representation The offeror represents that it is (), is not () a disabled-owned business concern.

Please Check Appropriate Box/s

- African American (AFRAM) Caucasian (CAUC) Native American (NAAM)
- Hispanic American (HISP) Asian-Pacific (ASIAP) American Asian-Indian (ASIAN) American
- _____ Woman Owned (W)
Please Identify

Company Name _____ **Address** _____

City _____ **State** _____ **Zip** _____

Phone _____ **Fax** _____ **FEIN** _____

Signature of Company Official _____

Title _____ **Date** _____