

LEGAL NOTICE - MUST RUN IN  
SOUTHTOWNSTAR  
Tuesday, November 11, 2014

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
REQUEST FOR PROPOSALS

**ENERGY PERFORMANCE CONTRACTING**

The Village of Orland Park, Illinois will **receive sealed proposals until 11:00 A.M. on the 19th day of December, 2014**, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for Energy Performance Contracting. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online on the Village's website [www.orlandpark.org](http://www.orlandpark.org).

No proposal shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety (90) days after the scheduled time of opening and reading proposals.

The President and Board of Trustees reserve the right to reject any and all proposals or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter proposals.

The successful proposer shall be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission. Any contract executed is subject to the Illinois Prevailing Wage Act.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: John C. Mehalek  
VILLAGE CLERK



# **VILLAGE OF ORLAND PARK, ILLINOIS**

## **REQUEST FOR PROPOSALS**

Energy Performance Contracting

ISSUED

Tuesday, November 11, 2014

PROPOSALS DUE

Friday, December 19, 2014  
11:00 A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**Energy Performance Contracting**  
**REQUEST FOR PROPOSALS**

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*Disclosure: The RFP was drafted, in part, from the Illinois Department of Commerce and Economic Opportunity format. In addition, the Village discloses that Control Technology and Solutions (CTS) provided assistance in the preparation of the specifications of this RFP.*

# **VILLAGE OF ORLAND PARK, ILLINOIS**

## **Energy Performance Contracting**

### **REQUEST FOR PROPOSALS**

#### **OVERVIEW**

The Village of Orland Park (hereinafter referred to as “Village”) seeks proposals from Qualified Energy Services Companies (ESCO) to conduct an investment grade audit of facilities and implement an Energy Performance Contract. The ESCO shall provide comprehensive infrastructure and energy-related capital improvement services.

#### **Scope of Services**

The Qualified Energy Services Companies (ESCO) capable of providing comprehensive infrastructure and energy-related capital improvement services to perform the services necessary to fulfill all aspects of this project. All facilities owned, managed or operated by the Village at any time during the term of the performance contract shall be considered. However, the Village is initially interested in contracting for a full range of energy-related capital improvements at the Village’s Sportsplex and Cultural Center facilities (hereinafter referred to as “Project”). These services and improvements are to be delivered on a performance contracting basis with guaranteed savings.

Work may be conducted in phases where the detailed scope of work can be developed at any time during the term of the performance contract. The performance contract can be amended at any time during the initial performance contract term to address other buildings or new projects. The work to be included in the contract may include upgrades to or replacement of equipment included in, but not limited to, the following systems: roofing, building envelope and infrastructure, windows, doors, insulation, weather stripping, caulking, security, flooring, sidewalks, electrical, lighting, heating, air conditioning, building automation, temperature control, facility management, bathroom renovations including domestic water and sewer, fire alarm, energy recovery systems, or other energy conservation measures that provide long term operating cost reductions. Owner reserves the right to reduce the scope of work, to conduct the work in phases or to segment work in facilities based on technological improvements.

#### **Qualified Provider**

A Qualified Provider is a person or business experienced in the design, implementation and installation of energy cost saving measures. As required by Section 5 of the Illinois Compiled Statute (50 ILCS 515/5), the minimum training required for any person or employee providing these services shall include the satisfactory completion of at least 40 hours of course instruction in energy conservation measures. In addition, the Village is requiring that the Qualified Provider have at least five (5) years of experience in performance contracting. If accredited by the National Association of Energy Service Companies (NAESCO), extra points will be added to the ESCO’s evaluation score.

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## Energy Performance Contracting

### REQUEST FOR PROPOSALS

#### Required Capabilities

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

ESCO must have the technical capability to address a broad range of systems including, but not limited to:

- Mechanical Systems: Heating, ventilating and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, distribution systems, etc.
- Lighting systems: Indoor and outdoor lighting systems, lighting controls, daylighting strategies.
- Renewable Energy Systems: Solar electric (PV), solar thermal, small wind
- Building envelope systems: Windows, insulation, weatherization, etc.
- Specialty Systems: Laundry equipment, kitchen equipment, pool systems, renewable energy systems.
- LEED-EB: LEED-EB strategies to improve operations and maintenance practices
- Water and Sewage Systems: Automatic controls, low-flow faucet aerators, low-flow toilets, cooling tower modifications, pool covers, and irrigation system controls or modifications.

#### Guarantee

The project must result in a guaranteed minimum annual energy, water, and operations and maintenance (O&M) savings, as well as defined levels of occupant comfort, maintenance, monitoring, training or other services.

#### Measurement and Verification

In order to provide the performance guarantee, the ESCO is under contract to provide annual M&V services. The guarantee is required to cover the cost of this service. This may or may not be financed.

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**INSTRUCTIONS TO PROPOSERS**

**Submittal Schedule**

The following schedule has been established for this Request for Proposals. Note that this schedule may be subject to change.

	<b>TASK</b>	<b>DATE/TIME</b>
1.	RFP Issued	November 11, 2014 8:00 A.M.
2.	Pre-Proposal Meeting/Site Visit	N/A
3.	Written inquiries	December 5, 2014 12:00 P.M.
4.	Responses to Inquiries	December 11, 2014 5:00 P.M.
5.	Proposal Submission	December 19, 2014 11:00 A.M.
6.	Proposal Review Period	December 22 – January15, 2015
7.	Interviews (if required)	Mid January
8.	Notice of Intent to Award	February, 2015
9.	Investment Grade Audit Contract	TBD
10.	Energy Savings Performance Contract	TBD

**Pre-Proposal Meeting and Site Visit**

A Pre-proposal Meeting will not be held. The Village will not be providing any site tours or additional information on facilities prior to submission of proposals.

**Inquiries**

Questions regarding this request for proposal must be in writing and directed to:

**Mr. Ilir Ademaj**  
**Village of Orland Park**  
**14700 Ravinia Avenue**  
**Orland Park, Illinois 60462**  
**Email: iademaj@orlandpark.org**  
**Fax: 708-349-4859**

by noon on Friday, December 5, 2014. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers and posted on the Village website [www.orlandpark.org](http://www.orlandpark.org) by end of day Friday, December 11, 2014. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the site or

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become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

**Proposal Submission**

Proposals must be submitted in writing no later than **11:00 a.m., CST, on Friday, December 19, 2014**. No consideration will be given to proposals received after the above stated date and time. Proposers must submit five (5) complete, signed and attested copies of the proposal, and one (1) complete, identical unbound copy of the proposal labeled: **Village of Orland Park –Energy Performance Contracting RFP** and addressed to:

Village of Orland Park  
Village Clerk's Office  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462

All proposals submitted must include all information and documents as requested in this Request for Proposal. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the proposal.

All submissions become the property of the Village and will not be returned to the ESCO. All costs associated with submission preparation will be borne by the submitting ESCO.

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**Incurred Costs**

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

**EVALUATION OF PROPOSALS**

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

**Proposal Review and Selection of Finalists**

The Village will establish a Project Evaluation Team to review and evaluate the ESCOs' written responses to this RFP in accordance with the evaluation criteria identified below and additional factors deemed relevant. The Project Evaluation Team will verify client references which will also be included in the evaluation. The Village intends to select no more than three (3) ESCOs as finalists.

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.

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 Village. The maximum number of points is 100.

- |                           |           |
|---------------------------|-----------|
| A. ESCO Profile           | 25 points |
| B. General Qualifications | 30 points |
| C. General Approach       | 25 points |
| D. References             | 20 points |

**Interviews**

Interviews will provide an opportunity for clarification of the written proposal. ESCO representatives at the interview should include individuals who will be key points of contact and have major responsibility for contract negotiation, engineering and design, construction management and follow-up monitoring. Scores from the written proposal will be modified based on clarifications and the top-ranking ESCO will be considered for award.

***The Village 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.***



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**PROPOSAL SUBMISSION REQUIREMENTS**

Proposer must submit five (5) complete, signed and attested copies of the proposal, and one (1) complete, identical, unbound copy of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall be the forms with the original signatures and the unbound copy may be a photocopy.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered. Proposals shall be irrevocable for a period of sixty (60) calendar days after the Village opens them.

Each proposer is responsible for reading the RFP documents and determining that the Plans and Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, Illinois 60462 and are made part of this notice as though fully set forth herein.

**Proposal Content and 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 Village 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 ESCO information including firm name, mailing address, and phone number. Names, titles, and phone number of two principal contact persons. List of any divisions 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 ESCO
3. Federal Employer Identification Number

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4. Year ESCO Established

5. Corporate Background

- a. Number of years your firm been in business under its present business name as a Performance Contracting Company.
- b. All other names by which your organization has been known and the length of time by each name.
- c. Number of years has your firm been providing energy efficiency related business for Illinois facilities.
- d. Number of years has your firm offered performance contracting services.
- e. Bankruptcy involvement for your firm, or any of its parents or subsidiaries, voluntarily or involuntarily? Explain in detail the circumstances, date the protection order was filed and the resolution of the case (or current status, if still ongoing).
- f. Status of NAESCO accreditation. Please provide a copy of your NAESCO accreditation certificate.

**C. GENERAL QUALIFICATIONS**

1. References

Provide a list of Guaranteed Energy Savings contracts completed by your Company, within the last 5 years. Each reference shall, at a minimum, include the scope and size of each project completed under the contract, project cost, guaranteed savings, and the name and telephone number of a contact person. Please include references of similar facilities to the Village of Orland Park. **If the ESCO's experience is from 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.**

The Village is interested in Geothermal Technology. As part of your response, include any references demonstrating your experience with geothermal technology. .

The Village is also interested in non-proprietary temperature control system design and implementation. As part of your response, include any project references that demonstrate your experience with this technology.

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2. Personnel Information

Indicate the number of full-time personnel employed by your ESCO and specify those that will take an active role on this project. Provide all energy related engineering qualifications such as P. E. , LEED AP, or Certified Energy Manager, for the ESCO personnel assigned to this project.

3. Qualifications and experience

- a. Include an organizational chart for all members of your ESCO with specific responsibilities for performance based facility modernization and energy services for the public sector. Include a brief description and/or resume for each team member 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 ESCO's project team.

4. Areas of Expertise

List all areas of expertise related to potential energy and water improvements in facilities and infrastructure. Include specialized area of expertise in areas that might be relevant to the project. Also describe the professional and skilled trades that your ESCO customarily performs with employees.

5. Grants and Rebates

- a. Identify grants you have applied for and received for your customers in the past three years.
- b. Explain your approach to obtaining rebates.

**D. GENERAL APPROACH**

1. Project Summary

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 ESCO'S approach to management and specific benefits your ESCO can offer the owner.

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2. Training Provisions

Describe your ESCO's capabilities in providing technical training for Owner's facility personnel and experience on past projects. Describe your ESCO's involvement in developing training manuals for facility staff.

3. Engineering Design

Describe your ESCO's approach to the technical design of the project.

4. Measurement and Verification

Describe the methodology available for ongoing monitoring and savings verification of project performance. Specifically state whether your ESCO would adhere to the International Performance Measurement and Verification Protocol (IPMVP).

5. Maintenance Contract Flexibility

Describe the types of services included in the maintenance contract. Comment on whether the ESCO'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.

6. Manufacturer Agreements

Explain whether your ESCO, parent company or any division thereof manufacturers or maintains contractual agreements to sell or otherwise represent specific brands of facility systems or equipment. Explain any preferred pricing for any potential project related equipment available to your company as a result of your market position in this industry.

**E. SITE SPECIFIC APPROACH & IMPLEMENTATION PLAN**

1. Site Specific Approach

Describe typical or expected energy conservation measures (ECMs) which your ESCO may recommend as part of an energy performance contract in the Village.

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2. Standards of Comfort

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 ESCO 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 ESCO's monitoring and installation and performance of ESCO projects, ESCO'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 ESCO'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.

**Proposal Summary Sheet**

Section II includes the Proposal Summary Sheet that must be completed and submitted with the Request for Proposal package.

**Certifications**

All certifications and forms in Section II must be completed and submitted with the proposal.

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**CONTRACT TERMS**

The contracting process has three phases:

1. *Investment Grade Audit and Project Proposal Phase:* A contract for the Investment Grade Audit will be developed with the selected ESCO. This investment grade audit will identify and evaluate cost-saving measures and define the proposed project scope, cost, savings and cash-flow over the proposed financing term. A project proposal will present aggregated measures that can be financed through guaranteed savings.
2. *Construction/Implementation/Commissioning and Financing Phase:* An Energy Savings Performance Contract will be negotiated following the audit. This establishes the project scope and costs, and provides for construction and follow-up services to be provided during the financing term. The ESCO to whom the contract is awarded shall give a sufficient bond to the Village for its faithful performance. Should the ESCO neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the ESCO may be liable for consequential damages resulting directly from their negligent acts. A separate financing agreement will be developed.
3. *Post-Construction Guarantee/Monitoring Phase:* After construction, the ESCO will offer a variety of services to ensure savings are met, such as a savings guarantee, staff training, follow-up monitoring, and contract maintenance services. 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 Village for any shortfall of guaranteed energy savings projected in the contract.

**Order of Precedence of Contract Documents**

1. The RFP, PROPOSAL and all supplementary documents are essential parts of the CONTRACT and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete contract.
2. Should discrepancies occur between any of the following parts of the CONTRACT, a listed part shall take precedence over all those listed below it.
  - a. The ESCO's PROPOSAL Documents (see Note below).
  - b. Request for PROPOSAL (RFP), all appendices, and addendums.
  - c. The Special Provisions prepared by the ESCO that are approved by the VILLAGE
  - d. Specification and Drawings.

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**Note:** The ESCO's PROPOSAL shall take precedence over the RFP documents only to the extent it exceeds the requirements of the RFP. In other words, if the PROPOSAL Documents include statements that can reasonably be interpreted as offering to provide higher quality items than otherwise required by the CONTRACT Documents, or to perform services in addition to those otherwise required, or otherwise contain terms which are more advantageous to the VILLAGE than the requirements of the other CONTRACT Documents, the ESCO's obligations hereunder shall include compliance with all such statements, offers and terms.

#### **Negotiations**

The Village of Orland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the ESCO during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful ESCO.

If an agreement cannot be reached with the most qualified ESCO, there may be an attempt to negotiate a contract with the second qualified ESCO.

#### **Award**

Award of the contract is subject to Village of Orland Park Board approval. The Village award will be made within ninety (90) days after the date of the proposal opening, or any mutually agreed extension thereof.

By submitting its proposal, the ESCO agrees to furnish, upon request from the Village, all information (including a list of subcontractors and suppliers and their prices) reasonably necessary for analysis of future projects. Furthermore, the Village may request that the ESCO show, in detail, the types, quantities, and prices of direct material and direct labor used to develop prices/costs submitted. In addition, the Village reserves the right to request and receive information explaining the estimating process, including the judgmental factors and methods used to project from known data, and the contingencies used. The Village may require the ESCO to show how it computes and applies indirect costs, and to show trend and budgetary data.

#### **Period of Performance**

Actual work cannot begin until the Village issues a written Notice to Proceed to the ESCO. In order to receive said Notice, the ESCO shall submit to the Village for its approval all required contracts, bonds, and insurance. Village approval of the contracts, bonds and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful bidder if these

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documents are not submitted to and approved by the Village within ten (10) business days of notice of award.

#### **Changes in the Scope of Work**

Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

#### **Confidentiality**

After award of the contract, all responses, documents, and materials submitted by the ESCO pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village Manager. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of this RFP, the ESCO must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

#### **Assignment**

The selected ESCO shall not assign the work of this Project without the prior written approval of the Village.

#### **Insurance Requirements**

The ESCO shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverages and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful ESCO.

Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverages the proposer currently has in force.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the ESCO, sub-contractor and installers. A "Notice to Proceed" will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village



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### REQUEST FOR PROPOSALS

#### **Indemnification**

The selected ESCO shall indemnify, defend and hold harmless the Village of Orland Park ("Village"), its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the ESCO, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said ESCO, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ESCO shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The ESCO shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the ESCO shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

#### **Compliance with Laws**

The ESCO shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of proposals or the performance of the Contract.

The ESCO shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

The ESCO hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a

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person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

Not less than the Prevailing Rate of Wages as found by the Village of Orland Park or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, ESCO must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Village Clerk. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

Any contractor doing work in the Village must obtain a Contractor's license from the Village of Orland's Building Department, as may be required by Village code.

**Guarantees and Warranties**

All guarantees and warranties required shall be furnished by the ESCO if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the proposal.

The ESCO shall also specify any guarantees or warranties which are available for purchase by the Village and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

By submitting a proposal, the ESCO expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the contractor under its warranty immediately upon notification from the Village.

# **VILLAGE OF ORLAND PARK, ILLILNOIS**

## **Energy Performance Contracting**

### **REQUEST FOR PROPOSALS**

#### **FUTURE ENERGY PERFORMANCE CONTRACTING PROJECT PROVISIONS**

##### **Performance Bond**

A Payment and Performance Bond, in the amount of one hundred percent (100%) of the contract price, with a corporation surety satisfactory to the Village, will be required to assure performance of the Contract. Any attorney-in-fact who signs any bond must attach to each bond an effective copy of his power of attorney, the date of the bond specifically including such date within the authority conferred thereby.

Payment and Performance Bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of V or better as published by Best's Key Rating Guide, latest edition. Additionally, the bonding firm must be registered to do business in Illinois by the State of Illinois Department of Insurance.

In case of failure of the selected ESCO to timely provide the Payment and Performance Bonds and Certificate of Insurance, the Village may at its option, declare the ESCO in default of the Contract, in which case the bid deposit accompanying the bid shall be forfeited to, and shall become the property of the Village. The Village may elect either to accept the next lowest responsible bid, or re-advertise for new bids and take such other actions as are provided for under the default termination provisions of the Contract.

Execution of the Contract by the Village will be contingent upon provision of the required bonds and insurance certificates. A "Notice to Proceed" will not be issued and work may not commence until required payment and performance bonds are in place.

##### **Proposal Price**

The submitted proposal price for all future project work shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Plans and Specifications included in future proposal packages. The submitted proposal price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

##### **Professional Engineer Involvement**

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

##### **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 Village) of all existing and modified

# VILLAGE OF ORLAND PARK, ILLINOIS

## Energy Performance Contracting

### REQUEST FOR PROPOSALS

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 all permits and associated paperwork and construction documents.

#### **Subcontractor Approval**

Village 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.

#### **Resident Inspector**

The Director of Parks and Building Maintenance or his designee reserves the right to inspect all work of the ESCO.

#### **Payments**

Payment terms shall be pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) after receipt by the Village of Contractor's Dated Invoice, Contractor's Sworn Statement, and Lien Waiver for the amount being requested. Invoices should be addressed to Accounts Payable and include the following information:

- Name and address of ESCO
- Purchase order number
- Dates of service
- Previous retainage to date
- Current invoice amount
- Invoices from subcontractors
- Lien Waivers from subcontractors
- Current retainage
- Total retainage amount including current invoice

The Village may exercise its right to request photocopies of cancelled checks from the Contractor to his subcontractors, manufacturers, and suppliers, etc. Copies of these cancelled checks along with all applicable Lien Waivers shall accompany each pay request and shall be submitted for the month previous to the amount shown on the pay request minus retainage.

Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

**VILLAGE OF ORLAND PARK, ILLILNOIS  
Energy Performance Contracting  
REQUEST FOR PROPOSALS**

**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, Village 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.

## **II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS**

**VILLAGE OF ORLAND PARK, ILLILNOIS**  
**Energy Performance Contracting**  
**REQUEST FOR PROPOSALS**

**PROPOSAL SUBMITTAL CHECKLIST**

In order to be responsive, the proposer must submit all of the following items:

- Proposal Envelope - **Addressed to the Village of Orland Park, Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: **Village of Orland Park – Energy Performance Contracting RFP**, in the lower left hand corner.
  
- Proposal - Proposer must submit **five (5) complete, signed, and attested bound copies of the proposal and one (1) complete, identical, unbound copy of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. The bound copies shall have forms with original signatures and the unbound copy may contain photocopies.
  
- Information and narratives as requested in the **Requirements of Proposal** section of the RFP.
  
- All forms completed from Section II:
  - Proposal Summary Sheet
  - Business Organization
  - Certificate of Eligibility to Enter into Contracts
  - Equal Employment Opportunity
  - Certification of Compliance With the Illinois Prevailing Wage Act
  - Contractor's Certification Sexual Harrassment
  - Tax Certification
  - Insurance Requirements

**PROPOSAL SUMMARY SHEET**

Energy Performance Contracting RFP

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

FEIN#: \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTANCE: This proposal is valid for \_\_\_\_\_ calendar days from the date of submittal.  
(Note: At least 60 days should be allowed for evaluation and approval)



**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

\_\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

\_\_\_\_\_ (Corporate Seal)  
Business Name

\_\_\_\_\_ Signature \_\_\_\_\_ Print or type name

\_\_\_\_\_ Title \_\_\_\_\_ Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, \_\_\_\_\_, being first duly sworn certify  
and say that I am \_\_\_\_\_  
(insert "sole owner," "partner," "president," or other proper title)

of \_\_\_\_\_, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

**Contractor:**

**By:** \_\_\_\_\_  
(Authorized Officer)

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, \_\_\_\_\_, having submitted a proposal for  
\_\_\_\_\_  
(Name) (Name of Contractor)

for All Projects within the Village of Orland Park to the Village of Orland Park, hereby  
(General Description of Work Proposed on)

certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**TAX CERTIFICATION**

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for \_\_\_\_\_, which has submitted a proposal to the Village of Orland Park for

All Projects within the Village of Orland Park \_\_\_\_\_ and I hereby certify  
(Name of Project)

that \_\_\_\_\_ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**INSURANCE REQUIREMENTS**

***Please submit a policy Specimen Certificate of Insurance showing bidder’s current coverage’s***

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident  
\$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence  
\$2,000,000 – Aggregate

***EXCESS MUST COVER:*** General Liability, Automobile Liability, Workers Compensation

**PROFESSIONAL LIABILITY**

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify “The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Company