

# ***Request for Qualifications***



## **Environmental Consulting Services #2020-4**

**Statements Due: Friday, April 10, 2020 at 10:00 a.m.**

East Aurora School District 131  
Aurora, Kane County, Illinois

School Service Center (SSC)  
417 Fifth Street  
Aurora, IL 60505  
630.299.5545

**PUBLIC NOTICE**  
**REQUEST FOR QUALIFICATIONS**  
**ENVIRONMENTAL CONSULTING SERVICES**

The Board of Education for the Aurora East School District No.131 invites firms interested in provided **Environmental Consulting Services** to the district to submit statements of interest and qualifications. **Statements of interest and qualifications are due on Friday, April 10, 2020 on or before 10:00 a.m. This is an extended deadline.** STATEMENTS AND QUALIFICATIONS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The Board of Education does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a document has been received by The School District before the deadline. Qualifications received after the time specified in this Invitation will not be considered.

Documents and specifications for this request may be secured online at [www.d131.org/bidding](http://www.d131.org/bidding) or at the Business Office located in the School Service Center (SSC) at 417 Fifth Street, Aurora, IL 60505.

All statements are to be enclosed in a sealed envelope clearly marked "Request for Qualifications #2020-4 - Environmental Consulting Services," and should be delivered to:

Attention:

Dr. Ann Williams, Chief Financial Officer  
East Aurora School District 131  
411 Hill Ave.  
Aurora, IL 60505

**It is strongly recommended that qualifications be mailed U.S.P.S. (not Fed-Ex or UPS) as our offices are closed due to COVID-19.** For information regarding this request, please contact Dr. Williams via email at [awilliams@d131.org](mailto:awilliams@d131.org).

The Board of Education reserves the right to reject any or all statements in whole or in part or to accept the statement which is in the best interest of the East Aurora School District #131. Qualifications will be evaluated in accordance with the Illinois School Code. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education.

## **REQUEST FOR QUALIFICATIONS**

The Board of Education for the Aurora East School District No.131 will receive statements of interest and qualifications from engineering firms interested in performing **Environmental Consulting Services** as described herein and subject to the conditions hereinafter. **Statements of qualifications and performance data are due on Friday, April 10, 2020 on or before 10:00 a.m.** STATEMENTS AND QUALIFICATIONS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The Board of Education does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a document has been received by The School District before the deadline. Qualifications received after the time specified in this Invitation to Statements will not be considered.

Documents and specifications for this request may be secured online at [www.d131.org/bidding](http://www.d131.org/bidding) or at the Business Office located in the School Service Center (SSC) at 417 Fifth Street, Aurora, IL 60505.

All statements are to be enclosed in a sealed envelope clearly marked "*Request for Qualifications #2020-4 - Environmental Consulting Services*," and should be delivered to:

Attention:

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**It is strongly recommended that qualifications be mailed U.S.P.S. (not Fed-Ex or UPS) as our offices are closed due to COVID-19.** For information regarding this request, please contact Dr. Williams via email at [awilliams@d131.org](mailto:awilliams@d131.org).

The Board of Education reserves the right to reject any or all statements in whole or in part or to accept the statement which is in the best interest of the East Aurora School District #131. Qualifications will be evaluated in accordance with the Illinois School Code. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education.

## SECTION A - INSTRUCTIONS TO VENDORS

### 1. GENERAL INSTRUCTIONS:

- A. Statements of Qualifications shall be submitted in a sealed envelope properly marked **"Request for Qualifications #2020-4 - Environmental Consulting Services"**, and delivered to Dr. Ann Williams, Chief Financial Officer on or before Friday, April 10, 2020 at 10:00 a.m. No telephonic statements, facsimile or electronic statements will be accepted.
- B. Each Contractor shall submit qualification in the format for responses as provided in Section D of the specifications. Failure to do so shall be cause for rejection. Two copies of the statement shall be completed and returned. All Statements of Qualifications shall be submitted with each space properly completed. Vendors will be held strictly to the Statements of Qualifications as submitted, including, but not limited to, all math calculations or mistakes. The submission of a proposal by a vendor will be construed as an indication that he is fully informed as to the extent and character of the service required and can offer the services satisfactorily in compliance with the specifications.
- C. Correspondence shall be addressed to Dr. Ann Williams, Chief Financial Officer. **All questions must be submitted in writing before 2:00 p.m. on, March 20, 2020, so necessary addenda can be delivered.** Questions may be submitted to Dr. Williams via email at [awilliams@d131.org](mailto:awilliams@d131.org).
- D. All vendors must supply an email address for the delivery of any Addenda.
- E. Aurora East School District 131 will be referred to as "The School District", "School District 131" or the "Purchaser" throughout the remainder of this document. Any person or entity submitting a proposal, and the successful vendor, will be referred to as "Bidder," "Contractor," or "Vendor".
- F. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a proposal has been "received" by The School District before the specified deadline. The Vendor assumes the risk of any delay in the handling or delivery of mail. Statements of Qualifications may be withdrawn by letter, telegram or in person prior to the time and date established in this invitation. Statements of Qualifications received after the specified statements opening time shall not be accepted.
- G. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board of Education, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

### 2. PERMITS:

All permits, approvals, and fees required by the State of Illinois and/or local governmental agencies are the responsibility of the Contractor and must be obtained without additional cost to the Owner before work is begun.

### 3. ERRORS AND OMISSIONS:

All Statements of Qualifications shall be submitted with each space properly completed. Special attention of Contractors is directed to the policy that no claim for relief because of errors or omissions in the statements will be considered and Contractors will be held strictly to the statements as submitted. Statements shall be without interlineation or erasures. No telephonic, facsimile or electronic statements or revisions to statements will be considered. Should a Contractor find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, he shall advise the Chief Financial Officer who will issue the necessary clarifications to all prospective Contractors by means of addenda. Failure on the part of the prospective Contractor to receive a written interpretation prior to the time of the opening of statements will not be grounds for withdrawal of his proposal. No such requests received after March 20, 2020 at 2:00 p.m. will be considered. Contractors shall acknowledge receipt of each addendum issued in the space provided on the bottom of each addendum. Oral explanations will not be binding.

#### **4. WITHDRAWAL OF STATEMENTS:**

Statements of Qualifications may be withdrawn by letter, telegram, facsimile, or in person prior to the time and date established for the opening of statements.

#### **5. RESERVATION OF RIGHTS BY THE SCHOOL DISTRICT:**

The East Aurora School District 131 Board of Education reserves the right to reject any or all statements, to waive informalities, and to accept the statement and qualifications which it considers to be in the best interests of The School District. **Any such decision shall be considered final.**

#### **6. REQUIRED DOCUMENTS:**

- A. Contractor Vendor's Questionnaire
- B. Anti-Collusion Affidavit of Compliance
- C. Certification Form: Prevailing Wage, Drug-Free Workplace, Sexual Harassment
- D. References
- E. Written acknowledgement of any Addenda

#### **7. EXCEPTIONS:**

Upon acceptance and award related to this request, these proposal specifications, in their entirety, will serve as the Contract. Any exceptions to these terms and conditions or deviations from the written specifications must be shown in writing and attached to the proposal form.

#### **8. OTHER GENERAL REQUIREMENTS:**

- A. Statements will be considered only if made without any connection with any other person or firm submitting a proposal, if in all respects fair and without collusion, and if no member of the Board of Education of The School District nor other officer of The School District is directly or indirectly interested in the proposal or in any portion of the profits thereof. The Vendor certifies that the company has all the necessary licenses to operate within Kane County and the City of Aurora. The Vendor further

warrants that all standards of sanitation will be in accordance with State, County and Municipal regulations.

- B. If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, The School District may cancel the contract without liability except for services completed.
- C. The successful vendor shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract.
- D. Additionally, the successful vendor shall comply with all of the laws and regulations pertaining to Equal Opportunity Employment and Fair Employment Practices including the Illinois Human Rights Act. The successful vendor shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair employment practice. The successful vendor further agrees that this article will be incorporated by the successful vendor in all contracts entered into with suppliers of materials or services, subcontractors and all labor organizations, furnishing skilled, unskilled, or craft union skilled labor, or who may perform any such labor services in connection with this contract.
- E. Further, the successful vendor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with PA 87-1257 and Section 2-105A(4) of the [Illinois Human Rights Act, 775 ILCS 5/2-105A(4)], and in the case of a Contractor having 25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3. Also, the successful vendor must complete the Contractor Information Form (included in proposal specifications).
- F. The School District's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the proposal shall not in any way affect, limit, or waive The School District's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

## **SECTION B - SPECIAL TERMS AND CONDITIONS**

### **1. PURPOSE:**

The purpose of this Request for Qualifications is to solicit the services of an IDPH licensed Environmental Consultant to assist with a multitude of upcoming renovation projects. Upcoming projects include but are not limited to the following: assessing seven buildings which will be undergoing HVAC renovations and the addition of a sprinkler system at the high school.

## **2. INVESTIGATION OF CONTRACTORS:**

The Board of Education will make such investigation as is necessary to determine the ability of the Contractor to fulfill proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to produce such financial documentation as well as show types of services or supplies similar to that included in the proposal. Interested contractors must demonstrate a proven track record in implementing similar programs with other "like organizations" and must have been in business for at least five (5) years. The Contractor must submit a list of three (3) references for each type of service required. Each reference must include the name of the business (preferably a school district), contact person, address, email and telephone number.

## **3. CONTRACT AWARD/EVALUATION BASIS:**

The Contract will be awarded by The Board of Education in accordance with the Illinois School Code. Determinations will be based on that which in The School District's opinion is in the best interests of The School District. In making determinations, consideration shall be given to the following factors: ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirement, location workload of the firm and such other factors as the political subdivision may determine in writing are applicable. Other factors to be considered in making the award include but are not limited to: conformity with specifications, support available from vendor representative, past performance, variety of programs and services offered, comprehensive reporting, and adherence in providing information as requested in this Request for Qualifications.

The Board of Education reserves the right to reject the statement of any Contractor which has previously failed to perform properly, complete on time a contract of similar nature and which in the Board of Education's opinion is not in a position to perform the contract.

## **4. TERM OF CONTRACT:**

It is the intent of the Board of Education to award a contract beginning June 3, 2020 continuing through December 31, 2022 with the option to extend (2) two additional years. If all conditions are met during this period of time, this contract can be extended, if funding is available for up to two additional years by the Board of Education and the Contractor by an amendment referencing the agreed upon terms.

### **OPTION TO EXTEND THE TERM OF THE CONTRACT**

The District may unilaterally extend the term of this contract for an additional two years, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration. If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor. Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. All contract terms and conditions will apply to these facilities or locations added. The District may exercise the options contained in the "Option to Extend the

Term of the Contract" clause of this contract by providing the written notice as required by the clause. Extensions rate increases may not exceed the Consumer Price Index used for the most recent tax levy. The Board of Education reserves the right to terminate the Contract for convenience, and without penalty or recourse, upon 60 days prior written notice, in whole or in part at any time, when in the best interests of the School District.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## 5. COST AND PRICING:

A. Once all statements have been evaluated, the district will begin negotiations with the highest qualified firm. Pricing for Year 1 will be determined through the negotiation process. Should negotiations fail with the highest qualified firm, negotiations will begin with the next highest firm. Price increases for Year 2 and beyond cannot exceed The Consumer Price Index for Urban Consumers – ALL annual rate for December of the previous calendar year.

B. Applicable Taxes:

Vendors shall not include taxes in their quotations from which school districts are exempt; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. The Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall, and require all Subcontractors to hold the Board of Education entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

## 6. PAYMENTS AND BILLING:

A. Payment will be made only after correct presentation of invoices and in accordance with the Illinois Local Government Prompt Payment Act [50 ILCS 505/1]. A 2% discount shall apply to payments made within 15 days of the receipt of invoice. Payments of any invoice shall not preclude the School District from making claim for adjustment for any service or item found not to have been in accordance with the contract specifications. Any recyclable credits shall be applied to monthly billings.

B. All billing notices must be sent to the School District's Accounts Payable Department. All invoices shall identify the specific item(s) being billed. **PAYMENT WILL NOT BE MADE WITHOUT AN ITEMIZED INVOICE.**

C. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W-9 Form on file with The School District.

## 7. CONTRACT CHANGES/AMENDMENTS:



- A. This Contract is issued under the authority of the Board of Education who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Board of Education. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Board of Education. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Board of Education. The Board of Education shall not unreasonably withhold approval.

## **SECTION C - UNIFORM GENERAL TERMS AND CONDITIONS**

### **1. CONTRACT INTERPRETATION:**

- A. Implied Contract Terms: Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- B. Relationship of Parties: The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- C. Severability: The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- D. No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- E. No Waiver: Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **2. CONTRACT ADMINISTRATION AND OPERATION:**

- A. Non-Discrimination: The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- B. Property of The School District: Any materials, including reports, computer programs and

other deliverables, created under this Contract are the sole property of The School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of The School District.

### **3. RISK AND LIABILITY:**

- A. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. Indemnification – Property and Injuries: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless The School District and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Abatement Consultant Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the Contractor herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Contractor's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- C. Third Party Antitrust Violations: The Contractor assigns to the Board of Education any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

### **4. CONTRACT TERMINATION:**

- A. Cancellation for Conflict of Interest: The Board of Education may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Board of Education is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities: The School District may, by written notice, terminate this Contract, in whole or in part, if the Board of Education determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of The School District for the purpose of influencing the outcome of the

procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The Board of Education, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

- C. Suspension or Debarment: The Board of Education may, by written notice to the Contractor, immediately terminate this Contract if the Board of Education determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience: The Board of Education reserves the right to terminate the Contract for convenience upon 60 days prior written notice, in whole or in part at any time, when in the best interests of The School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the Board of Education. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to The School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- E. Termination for Default:
  - i. In addition to the rights reserved in the Uniform Terms and Conditions, the Board of Education reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Board of Education shall provide written notice of the termination and the reasons for it to the Contractor.
  - ii. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Board of Education.
  - iii. The Board of Education may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the Board of Education for any excess costs incurred by the Board of Education procuring the materials or services.
- F. Continuation of Performance through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- G. Registered Sex Offender Restriction: The successful vendor agrees that no employee of the Vendor or a subcontractor of the Vendor, who has been adjudicated to be a registered sex offender, will perform work on The School District premises or equipment at any time when students are, or are reasonably expected to be, present. The Vendor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at The School District's discretion.

## 5. VENDOR'S CERTIFICATIONS:

- A. The Vendor certifies that it is not barred from participating in the RFQ process as a result of conviction for either bid rigging or bid rotating under 720 ILCS 5/33E-1 *et seq.* Each proposal must be accompanied by a Certificate of Eligibility to Proposal certifying that the Vendor is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 [720 ILCS 5/33E-3, 5/33E-4]. The form for Certificate of Eligibility to Bid is included within the proposal documents. No proposal shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.
- B. During the performance of this contract, the Contractor agrees to the following:
- i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The Contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting for the provisions of the nondiscrimination clause.
  - ii. The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, [775 ILCS 5/1-101 *et seq.*], as amended from time to time, and that the Contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors 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 employee's rights under the Act.
  - iii. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to 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 person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the

Illinois Human Rights Act.

- iv. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions and shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.
- v. Pursuant to Section 2-105 (A) (4) of the Illinois Human Rights Act, the Contractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:
  - a) The illegality of sexual harassment;
  - b) The definition of sexual harassment under state law;
  - c) A description of sexual harassment, utilizing examples;
  - d) The Contractor/Subcontractor's internal complaint process, including penalties;
  - e) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
  - f) Directions on how to contact the Department and the Commission; and
  - g) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to The School District on request.

- vi. Each statement must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the Vendor has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act [775 ILCS 5/2-105]. The form of the Certificate Regarding Sexual Harassment Policy is included within the proposal documents. No proposal shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.
- vii. Each statement from a Contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Vendor shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the Vendor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 *et seq.*). Each proposal from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the proposal documents. No proposal shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the Vendor has made false certification or that the Vendor has violated the certification to carry out the requirements of the Illinois Drug-Free Workplace Act.
  - a) The Contractor shall comply with all provisions of the Prevailing Wage Act if applicable to this contract.

- b) The Contractor shall agree to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and shall certify that all units furnished under this proposal will conform to and comply with said standards and regulations.
- c) By entering the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The Board of Education may request verification of compliance from any contractor or subcontractor performing work under this contract. The Board of Education reserves the right to confirm compliance in accordance with applicable laws.

Should The School District suspect or find that the contractor or any of its subcontractors are not in compliance, the Board of Education may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

#### **6. FINGERPRINT CHECKS:**

For any individual required to provide services on the School District property, or who is or will be in contact with students, the, contractor shall, at contractor's cost, submit a full set of fingerprints to The School District in accordance with the provisions of Section 10-21.9 of the Illinois School Code. The cost of any required criminal history fingerprint checks shall be paid by the Contractor.

## SECTION D - SCOPE OF WORK/SPECIFICATIONS

### 1. GENERAL REQUIREMENTS:

1. **INTENT.** It is the intent of these specifications that the East Aurora School District 131 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by Federal Statutes and Regulations, the Statutes and Regulations of the State of Illinois, and policies of the Board of Education, School District #131, Kane County, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
2. **EVALUATION CRITERIA.** Although price is a consideration in the award of RFQs, this award will not be based on price alone. This solicitation for RFQs will be evaluated utilizing the following criteria, but not in any prescribed order.
  - a. Price
  - b. Adherence to these specifications
  - c. Timeliness/Responsiveness
  - d. Quality of services
  - e. Past performance and experience
  - f. Performance data on file
  - g. Ability of Professional Personnel
  - h. Service
  - i. Location workload of firm
  - j. Review of references
  - k. Rebate program (provide detailed information)
  - l. Financial Stability of Firm (provide a copy of your firm's most recent annual report)

The District reserves the right to reject any or all RFQs or to accept the RFQ or any part of RFQ, including substitutions, which embraces such combination of statements as may promote its interest.

### 2. SCOPE OF WORK

- Review asbestos records and conduct site visits prior to renovation work to identify asbestos materials and identify abatement needs.
- Conduct bulk sampling as needed of assumed ACM by an IDPH licensed inspector, and utilizing an accredited lab that will determine ACM by PLM, point-count method, and/or TEM as necessary.
- Work closely with Environmental Project Manager, architects, and construction managers to determine abatement needs prior to renovation work.
- Work closely with district administration to develop a yearly abatement schedule in priority order for the district.
- When abatement is needed, contractor will prepare an asbestos project design to include technical specifications, quantification of ACM to be abated, and autoCAD drawings with locations. Contractor will outline containment preparation, negative air machine needs, decontamination chambers, and where access points will be secured. This will be prepared

by an Illinois licensed Project Designer.

- Supply cost estimates.
- Contact qualified asbestos abatement contractors, and host pre-quote walk through of job site. Collect quotes from a minimum of 3 contractors, and make recommendations, unless abatement work is to go through the District's purchasing process.
- Supervise abatement contractors on-site, and have oversight and management of removal & disposal of ACM and other debris according to all state and federal regulations.
- Conduct baseline and clearance air monitoring when required, by an IDPH air sampling professional in accordance with NESHAP during abatement.
- Air sample analysis will be done by an IDPH licensed lab using phase contrast microscopy and / or transmission electron microscopy methods.
- Follow Lead Paint RRP procedures in compliance with EPA Rule 40 CFR Part 745 when applicable.
- Prepare asbestos abatement reports to be provided in both hard copy and digital formats, and update existing Management Plans.
- Conduct three (3) and six (6) month inspections as required by law.
- Complete and submit reports to state as required by law.

### **3. FORMAT FOR RESPONSES**

All pages should be numbered. Responses must be organized in accordance with the outline, which follows:

#### **Cover Letter**

A one page cover letter, specify the name of the lead firm, its mailing address, telephone number, fax number, website address and the name and email address of the individual to contact for further information. This letter should also identify all sub-consultants and related contact information. Finally, identify the office location or locations where the work will be completed.

#### **Profile of the Company**

In this section, the following information should be included:

- a) The organization and size of the company, whether it is local, regional, national or international in operations.
- b) Describe the firm, how it is organized, years' experience related to providing services to school districts, and the resources it has committed to such districts.
- c) The location of the office from which the work is to be performed and the number of professional staff by staff level employed at that office.
- d) Description of the range of activities performed by the local office.

#### **Qualifications and Experience**

In this section, the following information should be included:

- a) Resumes of key members who will be assigned to the project, including relevant experience and continuing professional education.
- b) Statements of the qualifications and experience of other staff who will be assigned to the project, including relevant experience and continuing professional education.
- c) Any limitations on the availability of staff or starting dates.
- d) Other service capabilities, which may be of interest to the District.



- e) Provide at least three (3), but no more than five (5), references from other public-sector clients.

### **Proposed Approach to Work**

In a straightforward manner, present the proposed approach to achieve the objectives and tasks described in this Request for Qualifications. It should be concise, yet include sufficient detail to completely describe the planned approach.

The proposed approach should describe each phase or task of work to be undertaken including an estimate of each person's hour level of effort for each class of personnel and for each sub-consultant. See "Scope of Work" section for more details.

### **Management Plan**

In this section, the vendor should include the following information:

- a) Describe how your firm will manage the work. If your firm is out of town, address how you will make arrangements to have your staff on-site and how frequent.
- b) Describe how your firm will handle quality, and cost/budget control.
- c) Describe how your firm approaches cost estimating.
- d) Describe the process utilized to investigate bidders to ensure they are qualified and equipped to satisfactorily complete a project.
- e) Describe how you handle contractors who perform unsatisfactorily.
- f) Describe how you handle change orders.
- g) Provide an overview of the Contractor's insurance programs including loss information, current carrier information, and coverage limits.
- h) Provide a copy of the most recent financial statement.

### **Miscellaneous**

- a) Provide a current client list.
- b) Provide information on clients who have terminated your contract within the last five years.
- c) Provide information on all pending lawsuits.
- d) Please provide any additional information you feel might be useful in our evaluation process.

## SECTION E - SCOPE OF WORK/SPECIFICATIONS

1. East Aurora School District 131 is located in Kane County, approx. 40 miles west of Chicago and serves the portions of the City of Aurora and the Village of Montgomery. The District was organized in 1898 and serves grades K-12. The District operates 2 pre-schools (child development centers), 1 STEAM (grades K-2), 12 elementary schools, 1 Magnet (grades 3-8), 3 middle schools and 2 high schools (one extension high school), and 2 affiliated schools.
2. District 131 has a Five-year Strategic Plan which states the following:
  - Our Mission:** To educate and empower all students to reach their full potential.
  - Our Vision:** Our graduates will be confident and productive global citizens committed to improving their community.
  - Strategic Goal #1, Equity:**

East Aurora School District 131 will meet the diverse needs of all students by ensuring a safe and inclusive learning environment.
  - Strategic Goal #2, Operational Excellence:**

East Aurora School District 131 will align and utilize systems and resources that promote operational excellence, efficiency, and fiscal accountability.
  - Strategic Goal #3, Collaborative Leadership**

East Aurora School District 131 will engage in the continuous cycle of improvement through collaborative, student-focused, and data-driven leadership teams who will monitor and communicate at all levels.
  - Strategic Goal #4, Student Achievement:**

East Aurora School District 131 will ensure the academic success of all students by closing the opportunity gap.

## CONTRACTOR STATEMENT OF QUALIFICATIONS

For

East Aurora School District 131

### TO THE VENDOR:

In making its award the Board of Education will take into consideration several factors including but not limited to vendor's experience, financial responsibility and capability. The following questionnaire is a part of the Statement of Qualifications. Any proposal received without this completed questionnaire will be basis for rejection of the proposal. The Board of Education will use, but will not be limited to, the information provided herein for evaluating the qualifications of the vendor and his organization to carry out satisfactorily the terms of the contract. The questionnaire must be filled out accurately and completely and submitted with the proposal. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any subsequent agreement executed as a result of the proposal or statements involved.

#### A. DESCRIPTION OF VENDOR'S ORGANIZATION

1. Firm \_\_\_\_\_

2. Address \_\_\_\_\_

3. Telephone Number \_\_\_\_\_

4. Email \_\_\_\_\_

5. Type of Organization \_\_\_\_\_

a. Corporation Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list officers and positions, and State in which incorporated:

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If Vendor Corporation is a subsidiary, give name, address and state of incorporation of Parent Corporation:

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b. Partnership Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, List partner's names and residence addresses:

General Partners:

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Limited Partners:

---

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---

c. Contact Name:

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d. Individual Proprietorship Yes\_\_\_\_\_No\_\_\_\_\_

e. Disciplines handled in house

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**B. NATURE OF OPERATIONS**

1. How long have you been engaged in business under your present business name?

---

2. How many years of experience does your firm have in work similar to that called for under this proposal?\_\_\_\_\_

3. Have you now contracted, or have you ever contracted, to provide for any school district or municipality in the State of Illinois?

Yes\_\_\_\_\_No\_\_\_\_\_

a. If "yes," provide the following information on contracts you have had with school districts or municipalities during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*):

- i. Year contract awarded
- ii. Type of Work
- iii. Contract completion time called for/actual completion time
- iv. Contract price
- v. For whom performed, including person to call for reference and phone number
- vi. Location of work
- vii. Number of stop notice claims filed

b. Provide the following information on contracts of a similar nature as called for in this proposal that you have had with parties other than school districts or municipalities during the last three years which were satisfactorily completed (*name up to five*

contracts, attach additional sheets if necessary):

- i. Year contract awarded
- ii. Type of Work
- iii. Contract completion time called for/actual completion time
- iv. Contract price
- v. For whom performed, including person to call for reference and phone number
- vi. Location of work
- vii. Number of stop notice claims filed
- c. List all contracts which you have failed to satisfactorily complete and the reasons for this.

### C. **FINANCIAL AND CREDIT DATA**

1. The Vendor's most recent annual financial statement should be submitted with the statement and Qualifications.
2. If your proposal is considered for award, and if requested by the Board of Education, will you supply the following data? Yes\_\_\_\_\_No\_\_\_\_\_
  - a. Names and addresses of any banks where you regularly do business.
  - b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or contracts payable.
  - c. Give credit references, including at least three trade or industry suppliers with whom you regularly deal.
  - d. Where have you engaged in business, or any other type of business in the last five years?

Location

---

Name of Business

---

What Years in Business

---

- e. If any of the business endeavors referred to in "d" above are no longer operating, or you are no longer associated with them, please give brief details:
3. As in "C. 1." above, would you submit, on request, a Balance Sheet for the past three (3) years? Yes\_No\_\_\_\_\_
4. The following surety companies may be contacted as references as to the financial

responsibility and general reliability of the vendor (provide name of surety company, person to contact and phone number):

\_\_\_\_\_

I certify that the foregoing is true and correct. Executed at \_\_\_\_\_  
Illinois, on \_\_\_\_\_ day of March, 2020.

\_\_\_\_\_  
*Signature of Vendor*

**Anti-Collusion Affidavit of Compliance**

\_\_\_\_\_, as part of its proposal on a contract  
(Name of contractor)

for Abatement Consulting to Aurora East School District #131, hereby certifies that said contractor is not barred from participating in this process as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code [720 ILCS 5/33E-3, 5/33E-4]

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

Subscribed and sworn  
to before me this\_\_day  
of \_\_\_\_\_

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

### Certification Form

**Acknowledgment and Attestment to Prevailing Wage of Wages: The undersigned attests that he will pay the prevailing rate of wages as indicated in the Instructions to Vendors.**

Name of Vendor (Please Print): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**The undersigned hereby certifies that the Vendor is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.**

Name of Vendor (Please Print): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**The undersigned hereby certifies that having submitted in statements proposal to the East Aurora School District 131 that same vendor has a written sexual harassment policy in place and is in compliance with the Illinois Human Rights Act [775 ILCS 5/2-105]**

Name of Vendor (Please Print): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**The undersigned which has 25 or more employees does hereby certify pursuant to Section 3 of the Illinois Drug- Free Workplace Act (30 ILCS 580/3) that the Vendor 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.**

Name of Vendor (Please Print): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_



References

<b>References:</b> Please list three--attach list if necessary—include company name, address, email, phone number, and contact name
1)
2)
3)

**Receipt of Addenda:**

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base proposal and/or the alternates.

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
<hr/>	<hr/>
<hr/>	<hr/>
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## **APPENDIX A: FACILITY ADDRESSES**

Administrative Service Center	231 E. Indian Trail, Aurora, IL 60505
Allen Elementary School	700 S. Farnsworth Ave., Aurora, IL 60505
Bardwell Elementary School	550 S. Lincoln Ave., Aurora, IL 60505
Beaupre Elementary School	954 E. Benton St., Aurora, IL 60505
Benavides Kindergarten Center	250 E. Indian Trail, Aurora, IL 60505
Brady Elementary School	600 Columbia St., Aurora, IL 60505
Buildings & Grounds Service Center	411 Hill Ave., Aurora, IL 60505
Child Service Center	1480 Reckinger Rd., Aurora, IL 60505
Cowherd Middle School	441 N. Farnsworth Ave., Aurora, IL 60505
Dieterich Elementary School	1141 Jackson St., Aurora, IL 60505
Early Childhood Center	278 Indian Trail, Aurora, IL 60505
East Aurora Extension	1685 N. Farnsworth Ave., Aurora, IL 60505
East Aurora High School	500 Tomcat Ln., Aurora, IL 60505
Fred Rogers Magnet Academy	157 N. Root St., Aurora, IL 60505
Gates Elementary School	800 Seventh Ave., Aurora, IL 60505
Hermes Elementary School	1000 Jungels Ave., Aurora, IL 60505
Johnson Elementary School	1934 Liberty St., Aurora, IL 60505
Krug Elementary School	240 Melrose Ave., Aurora, IL 60505
O'Donnell Elementary School	1640 Reckinger Rd., Aurora, IL 60505
Oak Park Elementary School	1200 Front St., Aurora, IL 60505
Rollins Elementary School	950 Kane St., Aurora, IL 60505
School Service Center	417 Fifth St., Aurora, IL 60505
Simmons Middle School	1130 Sheffer Rd., Aurora, IL 60505
Waldo Middle School	56 Jackson St., Aurora, IL 60505

It is worth noting that programs will be added for the 2020-2021 school year. The EA Excel Academy program will be located at 300 E. Indian Trail Rd., Aurora, IL 60505 next to the Early Childhood Center. Additionally, the Adventures program will be located at 1480 Reckinger Rd., Aurora, IL 60505.

## APPENDIX B: FACILITY AGE WITH SQUARE FOOTAGE

EASD #131			
Existing Facilities Data			March, 2020
School	Use	Year Built/Add	Size (sq.ft.)
O.C. Allen	Elementary School	1950	5,660
		1952	34,240
		1972	30,712
		2000	23,623
		2005	16,690
		Total	<b>110,925</b>
C.M. Bardwell	Elementary School	1928	86,150
		2000	3,540
		Total	<b>89,690</b>
W.S. Beaupre	Elementary School	1916	26,450
		1949	4,650
		2000	6,333
		Total	<b>37,433</b>
Benavides Kindergarten Center	Kindergarten Center	2014	36,000
		Total	<b>36,000</b>
L.D. Brady	Elementary School	1922	37,875
		2000	12,064
		Total	<b>49,939</b>
Child Service Center	Pre-School	2011	23,104
		Total	<b>23,104</b>
G.W. Dieterich	Elementary School	1947	20,200
		1951	19,060
		2000	6,728
		2005	17,546
		Total	<b>63,534</b>
J.W. Gates	Elementary School	1956	26,703
		1968	14,000
		2000	20,330
		Total	<b>61,033</b>

N.A. Hermes	Elementary School	1956	26,703
		1968	14,000
		2000	9,672
		2005	16,137
		Total	<b>66,512</b>
C.I. Johnson	Elementary School	1956	29,048
		2000	7,945
		2005	12,554
		Total	<b>49,547</b>
R.E Krug	Elementary School	1965	30,858
		2000	8,685
		Total	<b>39,543</b>
Oak Park	Elementary School	1923	48,000
		1954	3,700
		1968	4,900
		2000	18,430
		Total	<b>75,030</b>
Mabel O'Donnell	Elementary School	1965	30,858
		1973	8,634
		2000	15,340
		Total	<b>54,832</b>
E.M. Rollins	Elementary School	1990	36,960
		2000	11,478
		2011	506
		Total	<b>48,944</b>
H.W. Cowherd	Middle School	1962	48,322
		1991	40,678
		2000	35,015
		2005	16,730
		Total	<b>140,745</b>
C.F. Simmons	Middle School	1960	74,000
		1974	9,000
		1975	1,995
		2000	31,055
		2005	20,665
		Total	<b>136,715</b>

K.D. Waldo	Middle School	1910	115,910
		1935	25,560
		2000	4,990
		Total	<b>146,460</b>
Fred Rodgers Magnet Academ	Middle School	2013	50,120
		Total	<b>50,120</b>
East High	High School	1955	251,875
		1973	3,744
		1974	3,029
		1977	2,354
		1989	76,609
		2003 (Nat'l Guard)	70,623
		2007 (Freshman Ctr)	78,813
		2013	1,100
		2017	104,885
		Total	<b>593,032</b>
East Extension (QCUL)		Farnsworth	Rental
Early Childhood		Indian Trail	Rental
		<b>District Total</b>	<b>1,873,138</b>

Appendix C: Facility Floor Plans  
(Separate attachment)