



**ROCKFORD BOARD OF EDUCATION
REQUEST FOR PROPOSAL FOR SERVICES FOR SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

RFP No. **16-31 WORKERS COMPENSATION**

DATE: **FEBRUARY 11, 2016**

OFFERS WILL BE RECEIVED UNTIL: **FEBRUARY 25, 2016 AT 1:00 P.M. (CST)**

RE: Request for Proposal (RFP) No. 16-31 Workers Compensation. The purpose of this RFP is to solicit RFPs for a contract for a Third Party Administrator to furnish claims administration services and risk management for the purpose of providing workers compensation benefits to the employees of the Rockford Public School District.

RFP Opening: **February 25, 2016 at 1:00 p.m. (CST) Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the RFP opening.

If you plan to hand deliver your RFP submission on the due date, please note you must check in on the 3rd floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.

Copies of the bidding documents are available from Onvia DemandStar or by download from the on District's Purchasing Bids-RFPs webpage at www.rps205.com.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Purchasing Process Manager by email at tamara.pugh@rps205.com.

ROCKFORD BOARD OF EDUCATION

By: Tamara Pugh
Purchasing Process Manager

**ROCKFORD BOARD OF EDUCATION
REQUEST FOR RFP ON SUPPLIES, MATERIALS, EQUIPMENT OR
SERVICES FOR SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

RFP No. 16-31 Workers Compensation

Date: February 11, 2016

OFFERS WILL BE RECEIVED UNTIL: 1:00 PM (CST) on Thursday, February 25, 2016

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC RFP OPENING. IF YOU DESIRE TO SUBMIT A RFP, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION
School District No. 205
501 Seventh Street, 6th Fl.
Rockford, Illinois 61104

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFPS

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all prices or RFPs submitted. One copy of this RFP is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of the RFP response (including all required forms) on a CD or flash drive in a SEALED envelope with the RFP number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE RFPs are not acceptable and will be rejected as non-responsive.

b.) RFPs to be addressed as follows: **Rockford Public School District Purchasing Department
501 Seventh St., 6th Floor
Rockford, IL 61104
Attn: Tamara Pugh, Purchasing Process Manager**

The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications. The Board of Education reserves the right to increase or decrease quantities shown on RFP.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the RFP document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

RFPs will be awarded to the highest ranked, responsive and responsible Bidder complying with these conditions and specifications and determined to be the most advantageous to the Rockford Public School. All rights are reserved by the Board of Education to determine the selection that in its judgment meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Bidder's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residence within the State of Illinois, and discrimination and intimidation of employees. This RFP and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Bidder agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this RFP and to the performance of the Contract in the event the Bidder is awarded the RFP. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference and became a part of this proposal and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Bidder by submitting a RFP agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instruction for All RFPs, RFP Offer Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals.

No RFPs may be withdrawn after the official opening. All RFPs submitted must be valid for a minimum period of sixty (60) days after the date set for the RFP opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted on the RFP sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a prototype or first article test item. Items lacking an established commercial market or evidence of substantial sales must be placed in the hands of the Executive Director of Budgeting and Purchasing PRIOR to the date and time of the RFP opening.

The successful Bidder must submit a separate invoice for each purchase order. The information on that invoice shall cover ONLY that one purchase order.

On the attached documents, please type on the RFP sheet(s) the information that is requested. If there is insufficient room for your information on this RFP Sheet(s), please present data on a separate sheet (one item to a sheet).

Any interested party, including all Bidder, may examine the RFP summary after RFPs have been awarded by the Board of Education. RFP summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. RFP recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor's signature on this RFP Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the RFP. Unless notified otherwise, should no offer be received, the firm may be subject to being removed from the Bidder's list.

The above General Conditions and Instructions are applicable to all RFPs. Additional Terms and Conditions and Specifications are supplied for each RFP.

Please address all questions relative to any RFP in writing to the Executive Director of Budgeting and Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 or stacie.scott@rps205.com. All request for information must be submitted at least three business days (Monday – Friday) prior to the RFP due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the RFP is issued it will be issued via an amendment to the RFP and published on the District website and, if applicable, Demand Star. Any request for information submitted after the deadline will not receive a response. **Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this RFP prior to the closing date, other than to the Purchasing staff provided above. Any violation of this condition may result in a Vendor being considered non-compliant and ineligible for award.**

**THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED,
FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF RFP.**

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFPS FORM:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

(Federal Employer Identification) Or Social Security
Number (See Specification for Determination)

LATE RFPS CANNOT BE ACCEPTED!

SEALED RFP PROPOSAL

RFP NO.: 16-31
OPENING DATE: Thursday, February 25, 2016
OPENING TIME: 1:00 PM (CST)
DESCRIPTION: Workers Compensation
ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THIS RFP LABEL TO THE
OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP
ENSURE PROPER DELIVERY!**

LATE OFFERS CANNOT BE ACCEPTED!

STATEMENT OF NO INTEREST - RFP

NOTE: If you are unable to submit a RFP for this work, please complete and return this form immediately.

The Purchasing Department of the Rockford School District wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

RFP No. & Name: RFP 16-31 Workers Compensation

We are unable to submit a proposal for this work due to the following:

- Too busy at this time
- Bond requirement
- Insurance requirement
- Length of time required to obtain payment
- Project is too large too small
- Remove us from your 's list for this commodity/service
- Other (specify below)
- Do you wish to be considered in the future for similar projects? Yes No
- Unable to meet specifications
- Not engaged in this type work
- Site location too distant

REMARKS:

Signature: _____ Name & Title: _____

Firm: _____ Phone: _____

Fax: _____ E-mail: _____

Address: _____
(Street Address) (City) (State) (Zip-Code)

Date: _____

Return to: Executive Director of Budgeting and Purchasing
Rockford Public School District
501 7th St. Rockford,
IL 61104

ROCKFORD PUBLIC SCHOOLS

REQUIRED RFP FORMS CHECK LIST

RFP No.: 16-31 Workers Compensation

Listed below are the REQUIRED forms all bidders are REQUIRED to submit along with sealed RFP responses on or before the RFP due date and time. Failure to submit ALL required forms may result in bidder being deemed non-responsive.

Required Forms	Yes	Comments
Second Page of General Conditions Instructions for All RFPs Form	<input type="checkbox"/>	
RFP Offer Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Evidence of appropriate licensed or certified to do business in the State of Illinois	<input type="checkbox"/>	

Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

- Certificate of Liability Insurance

ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

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

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

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

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

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

Please Check Appropriate Box/Boxes

- | | | |
|---|--|---|
| <input type="checkbox"/> African American (AFRAM) | <input type="checkbox"/> Caucasian (CAUC) | <input type="checkbox"/> Native American (NAAM) |
| <input type="checkbox"/> Hispanic American (HISP) | <input type="checkbox"/> Asian-Pacific (ASIAP)
American | <input type="checkbox"/> Asian-Indian (ASIAI)
American |
| <input type="checkbox"/> Other _____
Please identify | <input type="checkbox"/> Woman Owned (W) | <input type="checkbox"/> Disabled Owned (D) |

- The offeror has / has not used the following procedures in searching for and obtaining suppliers and subcontractors:
- Place qualified Minority-Owned Businesses on solicitation lists
 - Ensure that Minority-Owned Businesses are solicited whenever they are potential sources
 - Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete
 - Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses
 - Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ FEIN # _____

Signature of Company Official _____ Title _____

Date _____

BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)

_____, do hereby certify that neither
(Contractor)

_____ nor any individual presently
(Contractor)

affiliated with _____ has been barred from bidding on a
(Contractor)

public contract as a result of a violation of either Section 33E-3 (RFP-rigging) or Section 33E-4 (RFP rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled Statutes.

Authorized Agent

Contractor

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

- 1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
- 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
- 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

OFAC Compliance

RFP No.: _____

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this RFP shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Organization Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

All businesses (“Vendors” or “Vendor” or “Vendor’s”) that wish to conduct business with the Rockford Public Schools “RPS” must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at <http://www2.rps205.com/District/BOE/Pages/GP-200.aspx>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor’s preparation, drafting, or presentation of a proposal or RFP for services and/or supplies, (ii) materially contribute to Vendor’s negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as “Disclosable Persons.”

CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor’s knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this RFP to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this RFP to the Vendor

VENDOR INFORMATION:

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number _____

Vendor Email: _____

Vendor FEIN: _____

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

YES, the above statement is true.

NO, the above statement is **NOT** true.

If you checked “YES” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. _____

2. _____

3. _____

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

Print the Name of the Vendor’s Authorized Representative

Print the Position Title of the Vendor’s Authorized Representative

Signature of the Vendor’s Authorized Representative

Date



SUBSTITUTE IRS FORM W-9 – IMPORTANT TAX INFORMATION

IRS regulations require our School District to have on file appropriate taxpayer identification data concerning you or your firm. This information consists of either a Federal Employer Identification Number (F.E.I.N) or Social Security Number (S.S.N.) and will have their payments reported to the IRS on form #1099–Misc.

Below is the legal name and address for you or your firm as shown on our official records. Please make any necessary corrections. Space is also provided to enter the appropriate tax identification number and to indicate (by checking a box) the correct legal status. Failure to complete and return this form could result in a \$50,000 IRS penalty. In addition, we would be required to withhold 20% of payments due and remit this amount to the IRS until we receive the correct tax data.

For your convenience we request you fax this form back to sender (or to Purchasing at 815-966-3088). Please do this today so we can both fulfill our reporting obligations and ensure prompt payments.

Reminder: If LEGAL STATUS is “Sole Proprietorship”, the Taxpayer Identification Number must be either the Social Security Number of the owner or assigned FEIN.

LEGAL STATUS: (Check One)

- Corporation
- Limited
- Partner(ship) _____ (one owner)
- Religious, Charitable, Educational or Governmental Agency (**circle one**)
- Sole Proprietorship (legal owner’s name):

- Individual
- Other – Please identify: _____

TAXPAYER (federal) ID# -- FEIN or Soc Sec
(use the line corresponding to your legal status line)

FEIN: _____ - _____

FEIN: _____ - _____

FEIN: _____ - _____

FEIN: _____ - _____

FEIN: _____ - _____ or
SSN: _____ - _____ - _____
Owner’s Social Security Number

SSN: _____ - _____ - _____

FEIN: _____ - _____

UNDER PENALTIES OF PERJURY, I CERTIFY THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.

Signature: _____ Title: _____ Date: _____

Phone: (_____) _____ Fax: (_____) _____

Website & Email address: _____
If minority/women owned business, list here: _____

Vendor: Enter Name and Address Below

Vendor #: _____
School: _____

GENERAL TERMS AND CONDITIONS

“District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“RFP” means a Request for Proposal issued by the District at any time or times, identified by a unique RFP number.

“Bidder” means a person or entity submitting a RFP to the District in response to an RFP; including successful Bidder.

1. RFP OPENING. Sealed RFPs will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other RFPs will be considered after this date and time unless it is evidenced and determined that the RFP was in the District’s possession prior to the scheduled RFP opening time and date. Late RFPs shall be rejected and shall remain unopened. The District does not prescribe the method by which RFPs are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the RFPs. All RFPs delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. RFP PREPARATION. RFPs must be submitted on this form and all information and certifications called for must be furnished. RFPs submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. RFPs may be modified or withdrawn prior to the time specified for the opening of the RFPs. RFPs shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the RFP. The RFP shall include the legal name of the Bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Bidder to a contract. Name of person signing should be typed or printed below the signature.

3. RFP ENVELOPES. Envelopes containing RFPs must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the RFP number must be shown on the envelope.

4. ERRORS IN RFPs. Bidder are cautioned to verify their RFPs before submission. Negligence on the part of the Bidder in preparing the RFP confers no right for withdrawal or modification of the RFP after it has been opened. In case of error in the extension of prices in the RFP, the unit prices will govern.

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel a RFP, accept or reject any or all RFPs or any portion thereof, or to accept an alternate offer. The District reserves the right to waive any minor informality defect in any RFP. Unless otherwise specified, the District will award a RFP or reject RFPs within 60 days. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Bidder in responding to an RFP.

7. AWARD. The District will evaluate RFPs and will award a contract to the lowest responsive and responsible Bidder whose RFP, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible Bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the RFP that is best suited for the purpose intended. The District may (1) reject any or all RFPs, (2) accept other than the lowest Bidder, and (3) waive informalities or minor irregularities in RFPs received. The District may accept any item or group of items of an offer, unless the Bidder qualifies the RFP by specific limitations. The District reserves the right to determine the lowest responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a RFP mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the RFP shall result in a binding contract without further action by either party.

GENERAL TERMS AND CONDITIONS

8. PRICING. The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded to the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. RFPs on equivalent items will be considered, provided the Bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, RFP number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with RFP. The District will not be responsible for any RFP enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF RFP DOCUMENTS. Bidder shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by amendment. Each Bidder shall ascertain prior to submitting a RFP that all amendments have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Bidder shall indemnify and hold harmless the District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the RFP, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

GENERAL TERMS AND CONDITIONS

16. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

17. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including, without limitation, the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES AND PATENTS. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Bidder represents and warrants that throughout the term of any contract arising from award of a RFP and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION. (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified, if the Bidder fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these circumstances does not cure such failure within such period of time as the District may direct, if it is determined the successful Bidder knowingly falsified information provided to the District, if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not, or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

(b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto.

(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Request for Proposal, a contract formed by award of a RFP may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

GENERAL TERMS AND CONDITIONS

23. FORCE MAJEURE. The obligations of the Bidder to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Bidder obligated to perform ("Force Majeure Event"). In the event that the Bidder ceases to perform its obligations under any contract formed by award of RFP due to the occurrence of a Force Majeure Event, the Bidder shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Bidder's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. RFP CERTIFICATION. The Bidder's signature on a RFP certifies: (a) The RFP is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham RFP. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the RFP Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the RFP shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

25. MODIFICATIONS. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Bidder. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to receive the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the RFP submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a RFP shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages RFPs or proposals from any company or individual regardless of race, gender, national origin, religion or age.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **INTENT.** It is the intent of these specifications that the Rockford School District No. 205 (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 of Rockford School District No. 205, Winnebago and Boone Counties, 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 RFPs, this award will not be based on price alone. This solicitation for RFPs will be evaluated utilizing the following criteria, but not in any prescribed order.
 - a. Price
 - b. Adherence to these specifications
 - c. Ordering and delivery
 - d. Quality of services
 - e. Contractor past performance
 - f. Service
 - g. Review of references
 - h. Rebate program (provide detailed information)
 - i. 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 RFPs or to accept the RFP or any part of RFP, including substitutions, which embraces such combination of proposals as may promote its interest.

3. **TAX IDENTIFICATION NUMBER.** The School District is required to have on file appropriate tax identification information concerning you or your firm. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

IN ORDER FOR A RFP TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.

4. **CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX .** The Contractor acknowledge and understand that any RFP for goods and services resulting in a contract award to a Bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2)
5. **TERMINOLOGY.** "Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Bidder" shall mean the individual, firm, or corporation submitting a RFP or proposal to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a RFP by the District.
6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be referred to the District whose decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

SUPPLEMENTAL TERMS AND CONDITIONS

7. **RETURN OF RFP INFORMATION.** The District has established that only one copy of a RFP will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the RFP sheets returned. If additional copies of original RFP sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as “Original” on the face page.
8. **USE OF PREMISES.** The Bidder shall have access to the relevant District grounds for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
9. **OWNERSHIP OF MATERIALS AND EQUIPMENT.** It is clearly understood that all materials and/or equipment supplied by or for the Bidder shall remain the Bidder’s property until such time as accepted by the District.
10. **EQUIVALENCY AND SUBSTITUTES.** The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Deviations from the specifications must be supported by documented evidence. These specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District’s judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry; provided that the District will comply with governing laws as to selection of the lowest responsible Bidder.
11. **STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided under this Contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
12. **SCOPE OF WORK.** This RFP requires that the successful Contractor provide all necessary personnel, materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.
13. **PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under this Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor’s performance under a Contract. The Contractor’s signature on the RFP Offer Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District’s property.
14. **INSURANCE REQUIREMENTS.** All bidders shall have a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of a bid such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best’s Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

SUPPLEMENTAL TERMS AND CONDITIONS

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$1,000,000 \$1,000,000 \$1,000,000
Commercial General Liability ** A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	\$1,000,000 \$3,000,000 \$3,000,000
Fire Legal Liability (any one fire)	\$100,000
**Umbrella Excess Liability	\$3,000,000-\$5,000,000*
** Business Auto Liability ****	\$1,000,000

* Minimum\$3,000,000.00; maximum\$5,000,000.00 as prescribed in the RFP documents.

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

**** Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and RFP NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

15. METHOD OF AWARD. The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.

16. GENERAL AWARD. The award on this RFP will not be made at the time specified for the receiving and opening of RFPs. The RFP will be awarded at a later date by the Board of Education.

17. SCHEDULE OF AWARD. In order that Contractors may more accurately complete a RFP, it is anticipated that the Board of Education will consider the award on this RFP within 60 days of the date of RFP opening; the successful Bidder(s), if any, will be notified immediately thereafter.

SUPPLEMENTAL TERMS AND CONDITIONS

18. **WITHDRAWING OF RFPs.** No RFP may be withdrawn by a Bidder after the time and date of the official public opening. All RFP prices submitted must be valid for a period of sixty (60) days after the date set for the RFP opening. This period of time is reserved to permit the Owner to evaluate RFPs, conduct tests, make the award and issue either a contract or purchase order(s).
19. **VALIDITY OF PRICES.** All RFP prices must remain valid and firm on awarded RFPs until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.
20. **PERIOD FOR ACCEPTANCE OF RFPs.** In compliance with the solicitation, the Bidder agrees, if this RFP is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of RFPs, to furnish any or all items upon which prices are RFP at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.
21. **DELIVERIES AND PURCHASE ORDERS.** Deliveries will be made in accordance with instructions listed on purchase orders. The portion of the purchase order defining instructions regarding the destination of the equipment and the mailing of the invoice should be noted. A separate invoice is required for each purchase order. Purchase orders resulting from an awarded RFP and issued by the District are authorized with the signature of the Executive Director of Budget and Purchasing. Issued purchase orders may not be cancelled or altered in any manner by Contractor absent prior written consent of the District.
22. **LOCATION OF DELIVERY.** Delivery is to be made at one (1) location(s) within School District #205. All deliveries must be made between the hours of 8:30 AM and 3:00 PM Monday thru Friday. No deliveries will be accepted on those days observed as a holiday by the Central Administration Offices.
23. **DELIVERY SITE.** The delivery is to be made to the Rockford Board of Education, Administration Building, 5017th Street, Rockford, Illinois 61104-2092.
24. **COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
25. **INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
26. **SIGNATURES.** It is required that the Bidder's signature appears on the following forms:
 - a. **Second page of General Conditions and Instructions for All RFPs Form**
 - b. **Statement of No Interest (if applicable)**
 - c. **Bid-Rigging Certification**
 - d. **Minority and Women Owned Business Form**
 - e. **Certification Regarding Debarment Form**
 - f. **Certificate Regarding Lobbying Form**
 - g. **OFAC Compliance Form**
 - h. **Vendor Conflict of Interest Disclosure Form**
 - i. **Certified Cleared Employee List**
 - j. **Asbestos Notification**
 - k. **RFP Offer Form**
 - l. **Form W-9 Department of the Treasury Internal Revenue Service**
27. **PAYMENT.** Payment on invoices will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after acceptance by the District and proper invoicing by the Contractor. **THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT.** (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.

SUPPLEMENTAL TERMS AND CONDITIONS

- 28. WORK CHANGES.** Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
- 29. SAFETY CODES.** It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of Winnebago, Illinois.
- 30. QUANTITIES.** After RFPs have been evaluated, the District reserves the right to increase or decrease quantities as stated on the RFP for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
- 31. RFP PROPOSAL.** Bidder must return the following when submitting a sealed RFP:
- a. Second page of General Conditions and Instructions for All RFPs Form
 - b. Statement of No Interest (if applicable)
 - c. Bid-Rigging Certification
 - d. Minority and Women Owned Business Form
 - e. Certification Regarding Debarment Form
 - f. Certificate Regarding Lobbying Form
 - g. OFAC Compliance Form
 - h. RFP Offer Form
 - i. Vendor Conflict of Interest Disclosure Form
 - j. Certified Cleared Employee List
 - k. Asbestos Notification
 - l. Form W-9 Department of the Treasury Internal Revenue Service
 - m. Any necessary literature or information
- 32. REJECTED GOODS.** Rejected goods will be returned to the contractor's address at Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies which have been rejected will be charged to the contractor's account. Contractor will accept and refund full purchase price for all goods that are damaged (non-viable at time of receipt), of inferior quality, or having latent defects not detected prior to acceptance by the District but upon actual use of the product(s).
- 33. CONTRACT.** A response to this RFP is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's RFP and any District issued and published amendments thereto. RFPs become contracts upon award to the successful Bidder by the Board of Education and no further documents need be executed; provided, certain RFPs may require the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions are modified by an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.
- 34. TERM OF CONTRACT.** Resultant contract period shall be from July 1, 2016 through June 30, 2019 plus two (2) one-year option periods beginning on the subsequent July 1st of each option year; provided that the District exercises the option by written notice signed by the Executive Director of Budget and Purchasing. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

- c. Provide three (3) references of clients who have terminated their contracts within the past twelve (12) months:
 - i. District Name and address
 - ii. Contact Name and telephone number
 - iii. Identify project for referral
 - iv. Number of employees
 - v. Effective and Term dates

6. Certifications and Disclosures – In this section, the offeror should include the following information:
 - a. Provide a detailed description of the level and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments or negligence
 - b. Provide information on any litigation or administrative proceeding in which the firm was a party in any matter related to the professional activities of the firm during the five (5) years prior to the date of this RFP
 - c. Provide information on any pending litigation, investigation or proceeding in which a court or administrative agency is addressing any question relating to the professional activities of the firm

7. Management Plan – In this section, the offeror 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. A project management system will be required; describe the system you propose to use and your experience with this system
 - c. Describe how your firm will handle quality, and cost/budget control
 - d. Describe how your firm will communicate with district personnel throughout the project

8. Proposed Approach to Scope of Work
 - a. In a straightforward manner, present the proposed approach to achieve the objectives and tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach. (see scope of work section above)

9. Cost Proposal
 - a. This proposal shall contain a maximum fee for each respective fiscal year in accordance with the detailed description of services required. Firms are free to propose whatever method of compensation that would be to the best mutual advantage of the District and the firm. An equitable adjustment in the proposed fee shall be negotiated if the cost of the time required for performance of the project is increased or decreased pursuant to a change in scope requested by the District. The District requires a breakdown of total fees, which includes the hours as presented above, rates per hour, disciplines, and allowable expenses. Additionally, please identify the proposed rate(s) per hour that would be charged for other special services that may be requested.

10. Other Service capabilities, which may be of interest to the District

REQUEST FOR PROPOSAL OFFER FORM

Do you have in-house legal council? Are their associated fees separate? If so, what are their fees?

Addendum(s) Receipt: We acknowledge the receipt of Addendum(s) _____ **to** _____

References:

Bidder to provide three Education references of similar type work that would qualify your firm for this project

Company Name/Address/Phone Number _____ Contact Person _____

Company Name/Address/Phone Number _____ Contact Person _____

Company Name/Address/Phone Number _____ Contact Person _____

Proposal submitted by:

Company Name _____ **Company Officer Typed Name & Title** _____

Address _____ **City, State & Zip Code** _____

Phone No. _____ **Fax No.** _____

E-mail _____ **FEIN** _____

Company Officer Signature (required) _____ **Date** _____