

Request for Qualifications

Contract for Non-Instructional Services

Employee Benefits Broker and Consulting Services



Notice and Invitation to Submit Proposals

The Board of Education of East Aurora School District 131 is requesting and accepting qualifications from qualified vendors for employee benefits broker and consulting services. The selected vendor will optimize our broker expenses, fully utilize the resources available to us, and reduce the overall costs to East Aurora School District 131 and our employees. Ideally, the District desires to work with a Broker/Consultant who can provide multiple services to the district.

Submittals are to be addressed to:

Dr. Michael Engel
310 Seminary Ave.
Aurora IL, 60505

SECTION 1: INSTRUCTIONS TO VENDORS

Proposal Schedule:

<u>Activity</u>	<u>Date</u>
Issuance of Request for Proposal:	4/8/2026
Deadline for Written Requests for Clarification:	4/20/2026
Deadline for the Publication of Addendum:	4/24/2026
Deadline for Submission of Proposal:	5/1/2026
Oral Interviews with Selected Vendors:	5/4/2026 – 5/8/2026
Board of Education Recommendation and Approval:	5/18/2026

The Board reserves the right to modify any part of the above schedule.

Additional Requests for Clarification:

Prospective vendors may request that the Board of Education clarify information contained in the *Request for Qualifications (RFQ)*. Deadline for requesting clarification is April 20, 2026, at 9:00 am. All such requests must be made in writing, sent by email, to Dr. Michael Engel, Associate Superintendent of Finance and Operations/CSBO, at mengel@d131.org and copied to Dr. Robert Halverson, Superintendent of Schools, at rhalverson@d131.org. A written response addendum to all written requests for clarification will be prepared and posted to the school district's website by April 24/2026.

Addenda to RFQ:

If clarification of the specifications/instructions is required, the School District will clarify the specifications/instructions in the form of an addendum posted to the school district's website.

The subject matter of this RFQ is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all vendors will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, then the School District (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful vendors with the opportunity to modify their proposals to reflect such legislative changes.

Proposal Submission:

Proposals will be accepted until **9:00 am on May 1, 2026.**

Proposals shall be submitted on the forms provided with these specifications and included in the RFQ. Submitted proposals shall be in a sealed envelope clearly marked **“Employee Benefits Broker and Consulting Services”** with the name and address of the vendor and the date of the submission, and must be delivered to:

East Aurora School District 131

Attn: Dr. Michael Engel, Associate Superintendent of Finance and Operations/CSBO

All vendors must complete, sign and submit the attached *Bid-Rigging Certificate, Certificate of Independent Bid Determination, Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions, Certification Regarding Lobbying, and Disclosure of Lobbying Activities, and Additional Vendor Certifications.*

Oral Interview:

The Board may invite some or all vendors to participate in an interview process to discuss their proposal and to answer any questions the Board may have regarding the submitted proposal. The Board will notify the qualified proposal contact person, as listed in the proposal, to arrange the interview.

No Consideration After Date and Time Specified:

Proposals submitted after 9:00 am on **May 1, 2026** will not be considered. Postmarks or dating of documents will be given no consideration in the case of late proposals. The Vendor assumes the risk of any delay in handling or delivery of mail. The Board is not responsible for delayed deliveries and does not recognize postmarks as representing the fact that a proposal has been “received” by the Board before the specified deadline. Proposals sent by facsimile or electronic mail will not be accepted or considered. It is the sole responsibility of the vendor that the response reaches the School District on time, at the place, and in the manner required herein, to avoid disqualification.

Right to Reject Any or All Proposals:

The Board reserves the right to reject any or all proposals, in whole or in part. A contract will be awarded only after the Board gives a formal notice to a vendor pursuant to action. The Board of Education reserves the right to waive any and all irregularities and formalities with respect to proposals. All decisions of the Board shall be considered final. The Board reserves the right to reject a proposal from a vendor who, in the Board’s opinion, does not exhibit past experience equal to the size and scope of this project or who does not submit the proposal per the RFQ requirements.

No Relief for Errors or Omissions:

All proposals shall be submitted with each space properly completed. No claim for relief because of errors or omissions in the proposals will be considered, and vendors will be held strictly to the proposals as submitted.

No Deviations or Exceptions:

All proposals shall be submitted on the forms provided with these specifications without deviation or exception. Proposals submitted on forms other than the attached forms may be rejected.

Submission Indicates Vendor is informed:

The submission of a proposal will be construed as an indication that the vendor is fully informed as to the extent and character of the service required hereunder and can offer the services in compliance with the specifications.

Proposal Withdrawal or Changes:

Proposals may be withdrawn by letter, fax or in person prior to the time and date established for the opening of proposals.

No Proposal Modification without Written Approval:

Once the proposals have been opened, such proposals may not be modified in any way without the written approval of the District. All vendors will be bound by any and all math calculations, misquotes or mistakes of any kind once the proposals have been opened.

No Gratuity in Connection with Proposal:

No employee of the District is to be extended any form of gratuity in connection with this proposal.

Right to Investigate Vendor's Ability to Fulfill Contract Terms:

The District reserves the right to make such investigation as is necessary to determine the ability of the vendor to fulfill all proposal requirements and contract terms.

SECTION 2: GENERAL CONDITIONS

The Contract of Employee Benefits Broker and Consulting Services (“Contract”) shall be between the Board of Education of East Aurora School District 131 and the successful vendor (“Vendor”).

All proposals shall remain valid and subject to acceptance for a period of one hundred and eighty (180) days after the proposal opening date.

Contract Period:

The period of the contract will be for a three-year term.

Vendors in Default:

No proposal will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the School District upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said School District, or has failed to perform faithfully any previous contract with the School District.

Non-Discrimination:

Vendor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 et seq.) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the *Illinois Human Rights Act*. The Vendor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act* (42 U.S.C. § 12101 et seq.) and rules and regulations promulgated thereunder.

To extent applicable, the Vendor agrees to comply with the provisions of the *Occupational Safety and Health Act of 1970* (29 U.S.C.A. § 651 et seq.) and the standards and regulations issued thereunder.

Signature Constitutes Acceptance:

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein and that the Vendor has read the Contract Documents and is fully aware of the terms hereof.

Exceptions:

Any exceptions to these terms and conditions in deviation from the written specifications must be shown in writing and attached to the proposal form. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3-5.4) and sales to the Board are exempt from Illinois Retailer’s Occupation Tax (35 ILCS 120/2-5.11). As such, Vendor shall not include such taxes in its proposal.

Federal Excise Taxes:

The Board is exempt from paying Federal Excise Taxes (26 U.S.C.A. § 4221). As such, Vendor shall not include such taxes in its proposal.

Vendor to Pay Taxes:

The Vendor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Vendor. Vendor shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the *Illinois School Code* (105 ILCS 5/10-20.21) and the *Illinois Use Tax Act* (35 ILCS 105/1 et seq.). The payment of this tax will take place regardless of whether the Vendor is a retailer maintaining a place of business within this State. The cost of such tax shall be borne solely by the Vendor as part of the Contract price. Vendor shall not be reimbursed or paid any taxes unnecessarily paid by Vendor when not required due to the Board’s tax-

exempt status. The Vendor certifies that it is not barred from bidding or entering into this contract under Section 10-20.21(b) of the School Code and that the School District may declare this Contract void if this certification is false.

Proposals are Property of the School District:

All completed proposals and supporting documentation submitted shall be the property of the School District.

Until such time as a Contract is awarded, no vendor, prospective or otherwise, shall be provided access to any supporting proposal documents received by the School District. All supporting proposal documents shall be held strictly confidential and shall be reviewed and evaluated solely by School District employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the Contract has been awarded. Violation of this clause by any vendor, prospective or otherwise, shall result in automatic disqualification of the vendor from being awarded the Contract.

SECTION 3: SCOPE

This information is provided to assist vendors in evaluating the Board's request for qualifications and submitting a proposal, and does not supplant the terms and conditions of the proposal, including attachments to the proposal, nor substitute for a careful review of the proposal and Contract by the vendors. This proposal contemplates and is intended to procure employee benefits consulting and broker services under the form of a contract for East Aurora School District 131.

The employee benefits consulting and broker services shall be maintained as a benefit to the School District's students, faculty, and staff.

School District's Geographical Boundaries and School Break Down:

East Aurora School District #131 is located in Kane County, Illinois, approximately 40 miles west of Chicago and serves the portions of the City of Aurora and the Village of Montgomery. The District was organized in 1847 and serves Grades K-12. The district operates two (2) Pre-schools (Child Development Centers), one (1) STEAM (Grades K-2), twelve (12) Elementary Schools, one (1) Magnet School (Grades 3-8), three (3) Middle Schools, two (2) High Schools (Includes an Extension High School), and two (2) Affiliated Schools. There are approximately 1,887 employees.

Length of Contract and Services

The period of the contract will be for a 3-year term.

Broker and Consulting Services

The proposer will be expected to perform the following services. These services should be included as part of your consulting fee:

1. Serve as an advisor on all benefit related issues;
2. Review and evaluate the districts benefit components, specifically in the area of design, funding, cost and administration;
3. Review levels and types of coverage offered and recommend any changes to current offerings;
4. During the initial term, investigate all viable programs, insurers and service providers and provide a thorough cost benefit analysis report of each option;
5. Propose recommendations to include comparative alternatives, plan design changes, new products and compliance with all appropriate tax codes, as well as state and federal regulations governing benefit plans;
6. Review current carrier plans and performance and provide written report on findings;
7. Analyze claim experience for trends and anomalies;
8. Recommend cost containment strategies and techniques on all employee benefits;
9. Provide update on legal issues and regulations as they relate to operations and coverage;
10. Provide quarterly and annual performance reports;
11. Provide annual funding projections;
12. Assist in establishing funding and reserves for each plan year; Attend meetings called by East Aurora School District 131 Insurance Committee for such purposes of discussion, review and evaluation of the District's benefit plans;
13. Provide other assistance and advice as needed.

Administrative Support Services

The proposer will be expected to perform the following services. These services should be included as part of your consulting fee:

1. Secure timely renewal quotations from plan providers.
2. Negotiate with providers to secure competitive rates and maximize discount levels.
3. Secure bids and make recommendation for placement.
4. Prepare specifications, take and analyze bids and make recommendations for the replacement or modification of current vendors.
5. Facilitate in the successful transition of any coverage or administrative services as requested.
6. Assistance with employee problems in the areas of claim payments, billing eligibility and enrollment.
7. Assistance with the development of employee communication tools, including the design and preparation of printed materials, on-site employee meetings, etc.
8. Consult with on all benefit regulatory compliance issues and assist in the preparation of reporting requirements.
9. Assist with all Illinois and Federal laws regarding insurance including, but not limited to, COBRA, HIPAA, etc.
10. Provide special reports as requested.
11. Conduct an annual plan review to determine success, areas of focus, as well as reduction of liability.
12. Provide health and productivity strategies for a more productive workforce.
13. Provide assistance with Affordable Health Care Act (ACA) requirements.
14. Conduct an annual plan review to determine the success, areas of focus, as well as reduction of liability.
15. Provide health and productivity strategies for a more productive workforce.
16. Provide other assistance and advice as needed.

Vendor's Obligations

The Vendor shall perform all the services described in the RFQ and in the Contract and make any arrangements that may not be described, but that are necessary to perform these services. The Vendor will provide all services throughout the term of the Contract.

In addition, the Vendor will require all employees to follow all applicable Board policies and administrative procedures concerning appropriate behavior of persons in and around schools and other School District facilities.

SECTION 4: PROPOSAL REQUIREMENTS

This portion of the Request for Proposals outlines the information that must be provided by each vendor and the required format for the Proposal. Any Proposal that does not include the required information or does not otherwise conform to the format specified may be rejected. Please refer also to the Instructions to Vendors and General Conditions Sections for additional Proposal requirements.

Proposals must demonstrate an understanding of the Scope of Work and the ability to accomplish the tasks set forth and must include information that will enable the Board to determine the vendor's overall qualifications.

Any exceptions to the terms and conditions contained in the Proposal or the Contract, or any other special considerations or conditions requested or required by the vendor shall be enumerated by the vendor and be submitted as part of its Proposal, together with an explanation of the reason(s) such terms and conditions cannot be met. Each vendor shall be required and expected to meet the Proposal requirements in their entirety, except to the extent exceptions are expressly noted. All pricing factors must be clearly indicated in the vendor's pricing schedule provided as part of the Proposal.

Introductory Letter

Vendors must provide an introductory letter on company letterhead, which provides a summary of their Proposal. This letter must contain a statement indicating that the vendor agrees to be bound by the terms and conditions of this Proposal, the vendor's Proposal, and the contract to be entered into by the parties.

Profile of Firm

- Describe your view of the role of a Broker/Consultant in this type of relationship and what differentiates your firm from other brokerage/consulting firms.
- Describe your organization, its history and size (revenue and number of employees) as well as location(s).
- Include the resume of key individuals that will be working directly with district. How long has each of these individuals been with your firm and what type of experience do they have working with Illinois School Districts?
- How many clients do you insure through our current medical provider - Blue Cross Blue Shield?
- What is the estimated annual premium you place through our current medical provider - Blue Cross Blue Shield?
- List the major insurance companies with which your firm has strong relationships related to employee group medical, Life, Dental, and Disability insurance coverage.
- Provide a sample client list of your Illinois School Districts and other Public Entity accounts.
- How many clients does your firm service with 500 or more employees?
- Provide your firm's Collective Bargaining experience.
- Describe your experience in dealing with labor unions for health benefit.

- Describe your firm's ability to support wellness programs.
- Do you have a licensed actuary on staff?
- Describe your experience with these types of plan designs:
 - a. HMO
 - b. PPO
 - c. Defined Contribution
 - d. Cafeteria
 - e. Flexible Spending Accounts
 - f. Healthcare Savings Accounts
- Describe your experience with alternative funding mechanisms (Example: fully insured, self-funded, and partially self-funded).
- Describe your approach to, expertise in, and experience with health plan analysis and design for K-12 school districts and other public entities.
- Describe your firm's ability to support wellness programs.
- Provide evidence of your firm's professional liability and/or errors and omissions insurance carried by your firm and the amount of coverage. Also, include any umbrellas and excess liability coverages. How many claims has your firm had in the last five years?
- Attach a copy firms' latest financials.
- Provide a copy of your ethics statement and describe the internal standards you have established for servicing your clients. If you do not have an ethics statement, please state this in your response.
- Describe the professional liability coverage carried by your organization.
- What amount of Errors and Omissions coverage does your organization carry?
- Are there any judgments, claims or suits pending or outstanding by or against you? If yes, submit details.

Service Team

- How many of your employees will be assigned to the account? Provide a brief resume detailing the roles of each person to be assigned.
- Please provide credentials and number of years providing counsel on benefits' issues for in-house attorney or outside counsel.
- What types of accounts does the team focus on?

Client Support Services

- What technology resources or knowledge does your company offer clients to streamline or improve their administration? Is there an additional cost?
- What technology partners do you offer your clients, if any?
- What additional resources or services does your company provide outside of the annual bid or contract process?
- Please list the areas of compliance that you work with your client on.

- What steps do you take to ensure your clients are up-to-date on current laws and legislation that may impact their plans or administration? Are there additional expenses or costs for your compliance services or assistance?
- How do you simplify the enrollment process for your clients?

Healthcare Reform

- Please explain your firm's approach and strategy when it comes to assisting with Healthcare Reform planning.
- How does your firm stay up to date with Healthcare Reform?
- What resources or tools does your firm provide to assist in managing Healthcare Reform from both administrative and financial planning perspectives?

Financial Planning and Cost Containment

- Describe your company's approach to financial planning for its clients benefit plans.
- How do you communicate your client's plan performance and associated costs?
- What measure do you take to ensure your clients are looking at possible cost containment policies or methods?
- What steps do you take to ensure that your clients are offering competitive benefits and no gaps in coverage?
- What resources or tools do you offer your clients to benchmark or compare their plans' performance or costs with other organization of their size and in their geographical area?

New Client Implementation

- Explain the process and timeline that you recommend for new clients.
- What added time and resources should your new clients anticipate during their first implementation year with your team.
- When taking on a new business, how do you ensure that you are capturing their business needs and integrating these needs into their benefit offerings?
- When communicating the plan to employees, what methods of communication does your firm utilize (web based, printed, etc.)? Please describe and enclose sample documents. Also, indicate any additional costs associated with these documents (design, printing, mailing, etc.).
- Does your firm sponsor seminars, webinars or other venues to communicate benefit trends and compliance issues? If so, are these conducted in an interactive format? Are these nonprofit specific? Please indicate any costs associated with these programs.

Pricing

- Describe in detail how you propose to be compensated for your services. Based on the information provided within this Request for Qualifications (RFQ), what is the estimate of your company's consulting fees for your first three (3) years of service. You are encouraged to either split out costs/fees by category and/or propose a flat annual fee for services.

- Are you willing to disclose any and all compensation earned, including but not limited to billed fees and/or any other compensation earned through relationships with the insurance plan provider and/or prescription benefit manager selected by our organization?
- What services would be billed in addition to your normal state fees?
- Are you willing to implement a Performance Guarantee with your commissions and/or fees at risk based on the Organization's subjective evaluation of your performance?
- What standards would you propose for monitoring your firm's service quality and cost-effectiveness?

References

- Provide at least three (3) current client references.

Other

- Describe your renewal process timelines. What do you do to ensure renewal timelines allow for optimal analysis, selection and implementation including timely execution of annual enrollment?
- Describe your resources for developing cost projections. Include how you will help with the management of insurance, including monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers, executive summary reports, underwriting analysis for annual renewals, annual projections for budgeting purposes and alternative funding analysis.
- Describe your firm's ability to support wellness programs.

Appendices

The following appendices must be completed in their entirety and submitted:

- Bid-Rigging Certificate
- Certificate of Independent Bid Determination
- Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Additional Vendor Certifications

Supplemental Documentation

Vendors shall provide any Supplemental Documentation to describe any other resources to be provided by their company, not listed above.

SECTION 5: INDEMNIFICATION

The Broker/Consultant must indemnify, defend, and hold harmless the School District, its individual Board members, agents, consultants, officers, administrators, volunteers, agents, and employees (collectively, "Indemnitees"), from and against all claims for death or injury to persons or damage or loss to property, including claims of the School District, third parties, and Consultant's or any subcontractor's employees, and any other claims, losses, damages or expenses, including attorneys' fees, arising out of the performance of the services by Consultant, including, but not limited to, losses or damages caused in part by the Indemnitees' own negligence (except to the extent prohibited by Illinois law).

SECTION 6: METHOD OF SELECTION

Vendor selection shall be determined by an evaluation of the total content of the proposal submitted. The following will serve as the basic criteria for the selection of the consultant chosen:

- Understanding of the work required by as evidenced by the proposal.
- The qualifications of the company and the team assigned to the district.
- Total resources of the company that can be applied to the advantage of the district.
- The scope of services offered and to the extent to which they meet or exceed the requirements of district.
- The total cost of the services offered to the district.
- East Aurora School District shall not be obligated to explain the results of the evaluation process to any vendor.

Appendices



Bid-Rigging Certification

_____, a duly
(Agent)
authorized agent of _____,
(Contractor)
do hereby certify that neither _____,
(Contractor)
nor any individual presently affiliated with _____
(Contractor)
_____, has been barred from bidding on a public contract as a
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Authorized Agent

Contractor

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify on behalf of the bidder to be true and complete in every respect:

- 1) I have read and I understand the contents of this Certificate;
- 2) I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 3) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 4) For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who;
 - has been requested to submit a bid in response to this invitation for bids;
 - could potentially submit a bid in response to this invitation for bids, based on their qualifications, abilities or experience;
- 5) The bidder discloses that [check one of the following, as applicable]:
 - ___(a) the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - ___(b) the bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this invitation for bids, and the supplier/bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 6) Without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement by or on behalf of the bidder with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a bid; or
 - the submission of a bid which does not meet the specifications of the invitation for bids; except as specifically disclosed pursuant to paragraph (5)(b) above;
- 7) In addition, there has been no consultation, communication, agreement or arrangement with any competitor by or on behalf of the bidder regarding the quality, quantity, specifications or delivery particulars of the products or services to which this invitation for bids relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
- 8) The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above; and,
- 9) I understand that the accompanying bid will be disqualified if this certification is found not to be true and complete in every respect.

Signature of Authorized Agent

Date

Printed Name

Title

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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

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

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

1. TYPE OF FEDERAL ACTION

☐ a. Contract ☐ b. Grant ☐ c. Cooperative agreement ☐ d. Loan ☐ e. Loan guarantee ☐ f. Loan insurance

2. STATUS OF FEDERAL ACTION

☐ a. Bid/offer/application ☐ b. Initial award ☐ c. Post-award

3. REPORT TYPE

☐ a. Initial filing ☐ b. Material change ☐ For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

☐ Prime ☐ Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known

9. AWARD AMOUNT, if known

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ ☐ Actual ☐ Planned

12. FORM OF PAYMENT (check all that apply)

☐ a. Cash ☐ b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)

☐ a. Retainer ☐ b. One-time fee ☐ c. Commission
☐ d. Contingent fee ☐ e. Deferred ☐ f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. ☐ YES ☐ NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16.
Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORIGINAL SIGNATURE

PRINT NAME OR TYPE

TITLE

TELEPHONE NUMBER

DATE

INSTRUCTIONS FOR COMPLETION OF ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, Illinois 62777-0001

**CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES**

REPORTING ENTITY

DRAFT

Additional Vendor Certifications

Sexual Harassment

The undersigned Contractor or agent states that he/she/it has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her/it, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

Contractor further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Print Name

Signature

Date

Contractor

No Smoking/Tobacco

The undersigned Contractor agrees that he/she/it and his/her/its employees and subcontractors will abide by the Board's no smoking/tobacco policy on all District sites and on all Contractor's buses.

Print Name

Signature

Date

Contractor

Drug Free Workplace

The undersigned Contractor, having twenty-five (25) employees or more, does hereby certify pursuant to Section 3 of the Illinois *Drug Free Workplace Act* (30 ILCS 580/3) that he/she/it shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois *Drug Free Workplace Act* and further certifies that he/she/it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois *Drug Free Workplace Act*.

Print Name

Signature

Date

Contractor