



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

RFP No. **17-16 COMPENSATION ANALYSIS**

DATE: **OCTOBER 19, 2016**

OFFERS WILL BE RECEIVED UNTIL: **1:00 PM (CDST) ON WEDNESDAY, NOVEMBER 2, 2016**

RE: Request for Proposal (RFP) No. 17-16, Compensation Analysis. The purpose of this RFP is to solicit RFPs for information regarding proposals for comprehensive data collection and compensation analysis for the Rockford Building Maintenance Association (RBMA) positions.

RFP Opening: **Wednesday, November 2, 2016 at 1:00 p.m., 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.

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. 17-16 Compensation Analysis

Date: October 19, 2016

OFFERS WILL BE RECEIVED UNTIL: 1:00 PM (CDST) on Wednesday, November 2, 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 pro-type 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 Purchasing Process Manager, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 or tamara.pugh@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.: 17-16
OPENING DATE: Wednesday, November 2, 2016
OPENING TIME: 1:00 PM (CDST)
DESCRIPTION: Compensation Analysis
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 17-16 Compensation Analysis**

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

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

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 BID FORMS CHECK LIST
Bid/RFI/RFQ No.: 17-16 RBMA Compensation Analysis

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

Required Forms	Yes	Comments
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"/>	
Bidders Certification	<input type="checkbox"/>	
Hold Harmless Agreement	<input type="checkbox"/>	
Form W-9 Department of the Treasury Internal Revenue Service	<input type="checkbox"/>	
Certificate of Liability Insurance	<input type="checkbox"/>	Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

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

☐ African American (AFRAM)

☐ Caucasian (CAUC)

☐ Native American (NAAM)

☐ Hispanic American (HISP)

☐ Asian-Pacific (ASIAP)
American

☐ Asian-Indian (ASIAI)
American

☐ Other _____

☐ Woman Owned (W)

☐ Disabled Owned (D)

Please identify

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

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

The undersigned certifies that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, 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.

This individual further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

Name of Bidder (Please Print)

Submitted by (Signature)

EQUAL OPPORTUNITY

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

Name of Bidder (Please Print)

Submitted by (Signature)

SEXUAL HARRASSMENT

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

Name of Bidder (Please Print)

Submitted by (Signature)

NO SMOKING

The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the District's no smoking policy at all times during performance of the Contract.

Name of Bidder (Please Print)

Submitted by (Signature)

DRUG FREE WORKPLACE

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

Name of Bidder (Please Print)

Submitted by (Signature)

GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. The undersigned also certifies that he or she has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of a Contract will create a binding Contract.
2. He or she is the duly authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
3. Bidder is the following type of business entity, in good standing with the State of Illinois:

_____. Bidder is duly authorized by the State of Illinois to conduct business in Illinois. Bidder is currently listed on the Winnebago/Boone County Educational Service Region's approved list of bus companies.

4. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
5. All figures and responses submitted on this Bid Form are true, complete, and accurate. All documents attached to and submitted with this Bid Form are true, complete, and authentic.
6. Attached hereto is Bidder's current financial statement, which has been certified by a Certified Public Accountant.
7. Bidder hereby offers and agrees to furnish the services and equipment specified in this Bid Package, during the term specified in the Bid Package, at the rates stated in the Bid Form, and subject to the attached General Instructions, General Terms and Conditions, Supplemental Terms and Conditions, Specifications, and the other requirements of the Bid Package, including Addenda, if any.
8. This Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

Name of Bidder (Please Print)

Submitted by (Signature)

ROCKFORD PUBLIC SCHOOLS

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the Contractor agrees to defend, hold harmless and indemnify Rockford Public School District No. 205, or any officer, agent, servant or employee of the Rockford Public School District No. 205 from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

(a) Any injury to person or damage to property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform Under the contract, except for such injury or damage wherein it is finally determined that the Rockford Public School District No. 205, its officers, agents, servants or employees were grossly negligent or committed willful misconduct;

(b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract;

(c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Rockford Public School District No. 205, or any officer, agent, servant or employee of the Rockford Public School District No. 205 in connection with the contractor's performance or failure to perform under the contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Rockford Public School District No. 205, or any officer, agent, servant, or employee of the Rockford Public School District No. 205 on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Rockford Public School District No. 205, or any officer, agent, servant, or employee of the Rockford Public School District No. 205 arising out of any such claim or demand. The assumption of defense, indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined that the Rockford Public School District No. 205, its officers, agents, servants or employees were negligent or committed willful misconduct.

Print Name of Vendor's Authorized Representative

Print Title of Vendor's Authorized Representative

Signature of the Vendor's Authorized Representative

Date

Sworn to before me this ____ day of _____, 2016

(NOTARY PUBLIC)

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	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability **	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1. General Aggregate- Per project	\$3,000,000
2. General Aggregate - Products/ Completed Operations	\$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, 501 7th 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. **Bidders Certification**
 - j. **Hold Harmless Agreement**
 - 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. Bidders Certification
 - k. Hold Harmless Agreement
 - 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 for six (6) months from the effective date of award, through March 31, 2017. 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.

SUPPLEMENTAL TERMS AND CONDITIONS

35. OPTION YEAR PRICING. The prices submitted on the solicitation should be submitted for the base contract year and all option years as specified. The prices for the base year of the contract and all option years are to be submitted as both firm-fixed prices and a percentage as commission rate. The owner shall have the option of determining which of these pricing options to accept for the duration of the contract.

36. OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The District may unilaterally extend the term of this contract for an option year, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
- (b) If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (c) Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
- (d) The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
- (e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

37. EVALUATION OF OPTIONS

- a. The District will evaluate RFPs by determining the lowest base period price. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).
- b. The District may reject a RFP if exceptions are taken to the price provisions of the "Pricing" clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the Bidder offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

38. TEMPORARY CONTRACT EXTENSION. The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.

39. ALTERNATE RFPs. Alternate RFPs are not acceptable and will be rejected by the District. Alternate RFPs are defined as RFPs that do not comply with the RFP terms, conditions, and specifications. Bidder may submit more than one RFP providing that all such RFPs comply with the RFP terms, conditions, and specifications.

40. PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES. Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

SUPPLEMENTAL TERMS AND CONDITIONS

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner, a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

- 41. EMPLOYEE CONDUCT.** All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

- 42. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District, copies of any and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

43. RECORDS, RETENTION, AUDIT

- a. Records. The Contractor shall have or upon award of bid establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out-of-pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.
- b. Retention. The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 44b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the

District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 44. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 44.

The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.

Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 44b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

QUESTIONS

Any questions regarding this RFP; may be referred to Tamara Pugh, Purchasing Process Manager at tamara.pugh@rps205.com or 815-966-3092.

RFP 17-16 Compensation Analysis

SPECIFICATIONS

RFP 17-16 COMPENSATION ANALYSIS

1. ORGANIZATIONAL OVERVIEW

Rockford Public School District #205 (RPS205), located in northern Illinois, is one of the state's largest school districts. The School District covers approximately 165 square miles and serves 29,000 students with three early childhood centers, 32 elementary schools, seven middle schools, five high schools, and three administrative buildings. The District employs over 4,000 employees who work throughout the district. RPS 205 focuses on college and career readiness for all of its students and is one of three **Ford Next Generation Learning Model Communities in the U.S.** It is among the largest school districts in Illinois and the second-largest employer in the Rockford region.

2. PURPOSE

The Rockford Public School District #205 is seeking a highly qualified and experienced firm to conduct a comprehensive data collection and compensation analysis of the Rockford Building Maintenance Association (RBMA) positions within RPS205.

3. ESTIMATE RFP TIME LINE

Estimated timeline of events for this bid is as follows:

Date	Event
10/19/2016	Advertisement and Distribution of RFP
10/28/2016	Final Questions due to Tamara Pugh by 12:00 pm
10/31/2016	Final Addendum with responses provided
11/02/2016	RFP Opening
11/03/2016 -11/10/2016	RFP Committee review, presentations from Finalist (if necessary)
11/14/2016 -11/17/2016	Negotiate final pricing and terms, contact references, develop and finalize contract agreement
12/05/2016	Presentation of Recommendations to the Finance Committee
12/13/2016	Recommendation to Board of Education for Approval
12/14/2016	Award Letter

4. SCOPE OF SERVICE

The scope of services for this RFP is to conduct a comprehensive compensation analysis by position for the District's RBMA positions. The contract scope is broken into three major sections to include but not limited to:

- Market Comparison Analysis – comparative analysis to external districts and organizations.
- Compensation Analysis - provide recommendations for total salaries and benefits, including the total compensation package of benefits.
- Position Analysis - Gather data by way of job audit questionnaires, job audits, interviews or other accepted methods.

RFP 17-16 Compensation Analysis

Human Resources will provide current job descriptions for all the RBMA positions listed below:

Position Titles	
1. Certified Environmental Technician	13. Stockperson
2. Carpenter	14. Field Trip Supervisor
3. Steamfitter	15. Field Supervisor
4. Plumber	16. Bus Maintenance Specialist
5. Electrician	17. Dispatcher
6. Communications Technician	18. Driver Trainer
7. HVAC Technician	19. Program Supervisor
8. Painter	20. Parts Person
9. Printer	21. Preparation Specialist
10. Site Maintenance	22. Mechanic
11. Truck Helper	23. All foreman titles as applicable
12. Driver	

A. Market Compensation Analysis

- I. The firm will conduct an internal comprehensive job evaluation and external comparison for all applicable RBMA positions.
- II. The firm will evaluate total compensation against the selected districts and organizations.
- III. The firm will include a comparison and analysis of salaries and wages of like or similar jobs of comparable districts and state and local organizations with similar positional or organizational characteristics.
- IV. The firm will include competitive reference points, including but not limited to those indicated below:

1. Aurora East #131	7. Freeport #145
2. Elgin U #46	8. Harlem #122
3. Peoria #150	9. Joliet #205
4. Springfield #186	10. Joliet #86
5. Indian Prairie #204	11. Waukegan #60
6. Belvidere #100	12. Winnebago County

B. Compensation Analysis

The firm will evaluate the existing compensation structure and provide change recommendations as appropriate.

I. Salaries and Wages

- a. Analysis of current pay practices, frequency, position longevity, etc.

RFP 17-16 Compensation Analysis

- b. Review and evaluate current classification and pay structure and position placement within salary ranges (number of classes, number of salary ranges, percent of spread for ranges and longevity plans).
- c. The firm will conduct a compression analysis and examine the equity of pay among the present full-time, part-time and seasonal employees based on qualifications, experience, responsibilities and longevity. The firm will identify any outliers and offer recommendations for correction if appropriate.
- d. The firm will provide recommendations on pay delivery processes related to steps and longevity, base wage increases, minimum/maximum wage increases.
- e. Identify compression areas and recommend resolution strategies.
- f. Provide recommendations for compensation structures/rules to maintain market competitiveness and prevent future compression.

II. Benefits

- a. Medical/Dental premiums
- b. Retirement benefits
- c. Paid vacation
- d. Paid illness leave
- e. Paid holidays
- f. Short/Long term disability/AD&D
- g. Flexible Spending
- h. Life Insurance
- i. Other employer paid benefits such as tuition reimbursement, equipment/tool stipends, etc.

C. Position Analysis

- I. Conduct a review between the job title and job responsibilities.
- II. Provide recommendations relative to the educational background of the employee by position (required or preferred).

D. Compensation Structure Recommendations and Implementation

- I. The firm will develop an implementation strategy and provide plan options for an updated compensation structure. The implementation strategy will include calculated fiscal impact of enacting the plan and all possible alternatives.
- II. The firm will provide an analysis of each position/job description, assigning to an appropriate salary grade to ensure fairness and equity. The firm will include recommendations for all positions that are found to be below or above the assigned salary grade.
- III. The firm will provide recommendations for salary placement for newly hired employees.

RFP 17-16 Compensation Analysis

- IV. The firm will provide recommendations for compensating employees who have reached maximum earning potential within their assigned salary grade.
- V. The firm will prepare a plan, and an alternative plan, for the implementation of salary recommendations, including calculation of detailed cost estimates for each alternative.

5. REQUIREMENTS AND DELIVERABLES

- A. Proposers must provide evidence that they are appropriately licensed or certified to do business in the State of Illinois.
- B. The proposers must confirm that they operate in compliance with HIPAA, FERPA and all other legal requirements.
- C. The Proposers must agree to a termination clause allowing the School Board to terminate at any time or for any reason with a notice requirement not to exceed 60 days. Termination for cause shall require 30 days' notice.

6. ADDITIONAL SERVICES

Adjustments to the scope described above may be necessary if additional project information and/or specifications related to any new construction projects may occur. No additional services will be provided without approval.

7. TERM OF ENGAGEMENT

The term of the engagement is from the effective date of award, through June 30, 2017. 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.

8. LIMITATIONS

The District reserves the right to redefine its' priorities, adjust budgets and modify projects as it deems necessary, and to select one or more firms to perform services. At its discretion, the District may add and/or eliminate any firm or waive any informality in the selection process.

9. RIGHT TO REJECT AND SELECTION CRITERIA

This RFP does not commit the Rockford School District to award a contract or to reimburse the bidder for costs incurred in submitting in response to this Request. The Rockford School District reserves the right to reject any or all proposals received as a result of the Request, to negotiate with any bidder, to extend the submission deadline, or to amend or cancel in part or entirety this RFP, if it is in the best interest of the Rockford School District.

RFP 17-16 Compensation Analysis**10. SELECTION AND EVALUATION CRITERIA**

Concurrent with the issuance and timeline for responding to the subject RFP, the District is establishing a selection committee to start with the submission reviews and interview processes. Responses will be reviewed and evaluated by a selection committee and the candidates may be invited to participate in oral interviews. Criteria to be considered in evaluating proposals will include:

- A. The technical experience of the firm.
- B. The qualifications of the staff and firm.
- C. Responsiveness in clearly understanding the work to be performed.
- D. Accessibility and ability to respond to District needs in a timely manner.
- E. Ability to provide meaningful benchmark data for comparisons to other districts and relevant entities/organizations within Winnebago County.
- F. Fees.
- G. The following is the criteria by which RPS will evaluate proposals submitted in response to this RFP:

RFP Evaluation Criteria	Value
Step 1 Proposal Evaluation must score 80% or above to move to Step 2:	
Vendor Qualifications and Experience	10%
Accessibility, Reliability & Security	20%
Responsiveness to District's Needs	20%
Understanding the Scope and Objectives, Technical Approach and Work Plan Presented	40%
References - Past Relationship w/RPS and/or other School Districts	10%
Step 2 Presentation and Pricing Evaluations:	
Vendor Qualifications and Experience	25%
Accessibility, Reliability & Security	25%
Understanding the Scope and Objectives, Technical Approach and Work Plan Presented	25%
Pricing	25%

RPS will conduct a comprehensive and fair evaluation of proposals received. The evaluation process will include input from district stakeholders, vendor references, on-site demonstrations and other relevant sources of information regarding the vendors and its products and services. The evaluation process includes the following steps:

- 1. Initial Screening.** Those who receive a score of 80% and above will be invited to move onto to step 2 of the evaluation process: Presentations. Those who receive a score less than 80% will not move forward in the evaluation process.
- 2. Presentation and Pricing Evaluations.** Those who are invited to provide a presentation will be expected to provide a detailed evaluation method and plan at the RPS Central Office (501 7th street, Rockford, Illinois 61104) during the time specified in this RFP.

RFP 17-16 Compensation Analysis

After the evaluation process is completed, the Evaluation Committee will recommend one or more vendors to the Purchasing Department, who will offer the vendor(s) the opportunity to negotiate contract(s). The Contract will detail the services to be performed, deliverables, RFP documents including terms and conditions, and all costs that will be charged to RPS for the specified services. Once the Contract terms have been agreed upon, RPS will submit the recommendation to the Board of Education for approval.

If a contract cannot be satisfactorily negotiated with those vendors who have been selected to enter into negotiations, RPS, at its sole discretion, begin to negotiate a contract with one or more of the remaining eligible vendors.

11. DISQUALIFICATION OF OFFEROR

The work and services described in these RFP documents include the performance of activities directly affecting the safety of the students of the Rockford Public School District and the public generally. The District may make any investigation necessary to determine the ability of the firm to fulfill the Contract(s), and the firm shall furnish the District with all such information for this purpose as RPS205 may request. **If, in the sole and absolute discretion of the District, the firm is not properly qualified or responsible to perform any obligations of the Contract upon which the RFP is submitted, the District reserves the right to reject its response.**

RPS205 will be the sole determinant of the acceptability of the information provided by the firm, and it will determine the capability of the firm to provide the requested services. In addition to information provided by the firm, the District reserves the right to investigate all references provided by the firm and to utilize other sources of information to establish the qualifications of the firm.

Any one or more of the following causes, without limitations, may be considered sufficient for the disqualification of an Offeror and the rejection of his/her response.

- A. Evidence of collusion among Offerors.
- B. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
- C. Uncompleted work under contracts which, in the judgment of Owner, might hinder or prevent the prompt completion of additional work if awarded.

Being in arrears in existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

12. SUBMITTAL REQUIREMENTS

The successful firm shall demonstrate an ability to work in coordination and communicate effectively with a variety of decision-makers, i.e., Board of Education, Superintendent, Cabinet, Staff and Community members.

Proposals must be clearly explained and identified. All rates, including optional programs, must be clearly stated and summarized. Exceptions to, or deviations from the specifications must be explicitly identified.

RFP 17-16 Compensation Analysis

The contents of the proposals shall be kept confidential during the negotiations. After the contract is awarded, all proposals will be available for public perusal. Any trade secrets and/or confidential information shall be so labeled by respondents to avoid public disclosure of such information.

The proposal must include all the following information and answer all questions asked. Please make sure that all categories are in order as they are listed below in your submission. **Failure to include all of the required information WILL result in disqualification of the bidder.**

Submittal packages should include one bound original, two bound copies, and PDF version of the proposal on CD.

A. Cover Letter/Letter of Interest

1. Provide a cover letter/letter of interest of not more than one page. This document shall include the legal name of your firm, address, telephone numbers, fax number, and name of Principal to contact.

B. Firm Organization, Credentials, Background – Please provide a brief history of firm including:

1. Number of years in business
2. Organization and size of the offeror
3. Location of office which will perform the work and number of professional staff by staff level employed at that office
4. What are your general business hours for: 1) account representatives and 2) customer service representatives?

C. Summary of the Offeror's Qualifications - In this section, the offeror should include the following information:

1. Resumes of key members who will be assigned to the project, including relevant experience and continuing professional education.
2. Statements of the qualification and experience of other staff who will be assigned to the project, including relevant experience and continuing professional education.
3. Any limitation on the availability of staff or starting dates.
4. Other service capabilities, which may be of interest to the District.
5. Provide most recent of audited financial statements
6. Provide at least three (3), but no more than five (5), references from other public-sector clients.

D. Relevant Experience - Please provide a list of up to ten of the most recent clients of similar scope and size including:

1. Client Name (District Name)
2. A description of recent (within the last three years) wage compensation experiences, particularly among governmental and K-12 educational clients.
3. Provide a minimum of four K-12 educational client references for which other school district have purchased similar products and services from you within the last three years. Ensure you include:
 - i. District Name and address

RFP 17-16 Compensation Analysis

- ii. Contact Name and telephone number
- iii. Identify project for referral
- iv. Number of employees
- v. Effective and Term dates

E. Certifications and Disclosures – In this section, the offeror should include the following information:

1. 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
2. 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
3. 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
4. Provide all clients who have terminated their contracts early within the past three years.
Ensure you include:
 - i. District Name and address, contact name and telephone number
 - ii. Identify project for referral
 - iii. Number of employees
 - iv. Effective and Term dates
 - v. Reason for early termination

F. Management Plan – In this section, the offeror should include the following information:

1. 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.
2. A project management system will be required; describe the system you propose to use and your experience with this system.
3. Describe how your firm will handle quality, and cost/budget control.
4. Describe how your firm will communicate with district personnel throughout the project.

G. Approach to Scope of Work

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. Indicate your salary student methods, including:

- a. Provide a sample format which illustrates data gathered;
- b. Describe procedures to evaluate pay information gathered;
- c. Describe market targeting process;
- d. Describe access to public sector and private sector wage data;
- e. Provide response rates to previous studies; and,
- f. Indicate what resources (manual or computer assisted) are used.

RFP 17-16 Compensation Analysis

H. Cost Proposal

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. Additionally, please identify the proposed rate(s) per hour that would be charged for other special services that may be requested.

I. Required Forms

All forms must be properly completed, signed, and submitted with the RFP response.

1. General Conditions and Instruction for All RFPs
2. Bid-Rigging Certification
3. Minority and Women-Owned Business Concern Representation
4. Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion
5. Certificate Regarding Lobbying
6. OFAC Compliance
7. Vendor Conflict of Interest Disclosure Form
8. Bidders Certification
9. Hold Harmless Agreement
10. Form W-9 Department of the Treasury Internal Revenue Service
11. RFP Offer Form

J. Other Services

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

REQUEST FOR PROPOSAL OFFER FORM

RFP No. 17-16 Compensation Analysis

The undersigned proposer declares he/she has carefully examined the attached General Terms and Conditions, Supplemental Terms and Conditions, Specifications and RFP Offer Form the Rockford Public School District's Request for Proposal 17-16 Compensation Analysis.

BASE PRICE:

Base Price: To be all inclusive of all costs, travel, mileage, printing, etc.

UNIT PRICE:

Hourly Rate

Addendum(s) Receipt: We acknowledge the receipt of Addendum(s)

to

References:

Offeror 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

Signature of Company Officer (*required*)

Address

Typed Name & Title

City, State & Zip Code

Date

Phone No.

Fax No.

E-mail

FEIN