



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

RFP No. 18-61 Third Party Purchasing Services - Rebid

DATE: Thursday, June 14, 2018

PROPOSALS WILL BE RECEIVED UNTIL: **THURSDAY, JUNE 28, 2018 AT 2:00 P.M. (CDST or CST)**

RE: Request for Proposals No. 18-61 Third Party Purchasing Services - Rebid. The purpose of this Request for Proposal is to solicit proposals for third party purchasing services for our Nutrition Services department.

RFP Opening: **Thursday, June 28, 2018 at 2:00 PM (CST) Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

If you plan to hand deliver your RFP submission on the due date, please note you must check in on the 2nd floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.

Copies of the RFP documents are available from Onvia DemandStar or by download from the District's Purchasing Bids-RFPs webpage at <http://www3.rps205.com/departments/Purchasing/Pages/Bids-RFPs.aspx>.

Refer all questions relative to the RFP, terms, conditions and specifications to the Director of Purchasing in writing (including via email at PurchasingDeptStaff@rps205.com) verbal inquiries will not be accepted. During the time the bid is in the **open solicitation and unawarded phase**, Respondents may not contact any District staff other than the Director of Purchasing. Inquiries which result in a change to the RFP will be included in an Addendum issued by the District.

Communication with District representatives in a manner other than identified herein may result in disqualification.

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood

Director of Purchasing

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

RFP No. **18-61 Third Party Purchasing Services - Rebid**

Date: **June 14, 2018**

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM (CDST) on Thursday, June 28, 2018**

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC OPENING OF PROPOSALS. IF YOU DESIRE TO SUBMIT A PROPOSAL, 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 PROPOSALS

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 Proposals 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 your Proposal (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 Proposals are not acceptable and will be rejected as non-responsive. **Use of the included RFP Label is recommended.**

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

"RFP" refers to this advertised Request for Proposal. Persons and entities responding to this RFP with a Proposal are referred to as "Respondent". Submissions in response to this RFP are referred to as "Proposal". Once an RFP is awarded and a contract formed in writing or otherwise, the Respondent is referred to as the Contractor. 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 required by the RFP and any resulting contract. The Board of Education reserves the right to increase or decrease quantities shown on the 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 documents, any resulting contract 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.

Proposals may be awarded to the Respondent which submits a Proposal complying with these conditions and specifications and best meets the requirements of the District. All rights are reserved by the Board of Education to select the Proposal that in its judgment is in the best interest of the District and meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Respondent'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 including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. The proposal 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. Respondent agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to the Proposal and to the performance of the Contract in the event the Respondent is awarded the RFP. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this RFP 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. Respondent by submitting a Proposal 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 Instructions for all Proposals, Proposal 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 and certifications.

No Proposals may be withdrawn after the official opening. All proposals submitted must be valid for a minimum period of sixty (60) days after the date set for the public 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 in the Proposal or the Proposal Form is the total price to the 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. Substitute or "as equal" items may be submitted with all supporting documents in advance of the RFP due date for review and approval or rejection by the District. Such items are to be submitted to the Director of Purchasing for review. Permitted substitutions must be identified in the Proposal.

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

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

Any interested party, including all Respondents, may examine the RFP summary after Proposals have been opened and awarded by the Board of Education. An 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 the Proposal Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the Proposal. Include in the Proposal all your terms and conditions; terms and conditions set forth in the RFP are generally required of all District contracts and are accepted by Respondent unless specifically identified as exceptions in the Proposal.

Please address all questions relative to any Proposal in writing to the Purchasing Department, Director of Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 (via email to PurchasingDeptStaff@rps205.com). All request for information must be submitted at least five 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 addendum 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 in writing to the Purchasing staff provided above. Any violation of this condition may result in a Respondent 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 BID.**

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 RFP FORMS:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

Federal Employer Identification Or Social Security Number

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SEALED RFP PROPOSAL

RFP NO.: 18-61

OPENING DATE: Thursday, June 28, 2018

OPENING TIME: 2:00 PM (CDST or CST)

DESCRIPTION: Third Party Purchasing Services - Rebid

ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

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

**LATE PROPOSALS CANNOT AND WILL NOT BE
ACCEPTED!**

TABLE OF CONTENTS

1.	INSTRUCTIONS.....	2
2.	PURPOSE.....	4
3.	PRODUCT INFORMATION AND REQUIREMENTS.	5
4.	EVALUATION AND SELECTION INFORMATION.....	7

ATTACHMENTS

Attachment A	Response Form
Attachment B	Product List
Attachment C	DRAFT Third-Party Purchasing Services Contract
Attachment D	Required Forms

1. INSTRUCTIONS.

1.1. GENERAL INSTRUCTIONS. This Request for Proposals (“RFP”) is issued with the intent of obtaining the services of a food purchasing organization to procure high quality food products and food-service related products at affordable and competitive prices and deliver said products to various schools located within the boundaries of Rockford Public Schools, District No. 205. Procurement services must be conducted in accordance with Federal, State and local laws and regulations governing Child Nutrition Programs. Organizations are invited to submit a proposal to the Rockford Board of Education of Rockford Public Schools, District No. 205, hereinafter referred to as the “District.” An Organization that submits a proposal in response to this RFP is hereinafter referred to as the “Offeror.” **The Offeror must sign, complete and submit all required forms, including Attachments A and B, with its proposal on or before the proposal due date and time.**

1.2. PROPOSAL DEADLINE. June 28, 2018 by 2:00 P.M. (CST).

Proposals will be accepted up to the above date and time. Proposals that arrive after the proposal deadline will not be accepted and will be rejected as non-responsive.

1.3. PROPOSAL SUBMISSION. Proposals should be addressed as follows:

District No. 205
ATTN: Purchasing Department
501 7th Street, 6th Floor
Rockford, IL 61104

Please note that Offerors who hand deliver their proposals must check in on the 2nd floor prior to going to the 6th floor. Envelopes containing proposals must be sealed and the Offeror’s name and address must be clearly indicated on the outside of the sealed envelope. Faxed and emailed proposals will not be accepted. **Use of the included “Sealed Proposal Label” is recommended.**

1.4. REQUIRED FORMS. Offerors must complete, sign and return the following forms: (1) Acknowledgement; (2) Bid-Rigging Certification; (3) Minority, Woman and Disabled-Owned Business Concern Representation; (4) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion; (5) Certificate Regarding Lobbying; (6) OFAC Compliance; (7) Vendor Conflict of Interest Disclosure Form; (8) Offeror’s Certifications; (9) Vendor Entry Form with W-9 attached; and (10) Hold Harmless Agreement. It is imperative that an original signature exists on all of the required forms. A stamped, facsimile, or typed signature may disqualify the proposal. **Use of the included “Required Forms Checklist” is recommended.**

1.5. PROPOSAL FORMAT. Supplied with this RFP is Attachment A – “Response Form.” The Response Form provides the questions that must be answered and submitted by each Offeror in order for its respective proposal to be considered. All answers must be concise and responsive to the questions asked with an emphasis on completeness and clarity.

Also supplied with this RFP is Attachment B – “Product List.” The Product List provides a market basket of the top 100 food products and food-service related supplies that the District is seeking to procure. Each Offeror must submit pricing and other required information, as it is applicable, for the products listed therein. See the section titled “Production Information and Requirements” herein for more information.

Attachments A and B must be completed and submitted for the proposal to be considered.

1.6. REQUIRED MATERIALS. Inside of the sealed envelope, the Offeror must enclose: (1) all of the required forms with an original signature; (2) responses to the questions provided in Attachment A – “Response Form”; (3) responses to the information requested in Attachment B – “Product List”; and (4) an electronic .pdf version of the entire completed proposal, which includes the aforementioned items (1), (2), and (3), on a CD or flash drive. The District reserves the right to reject bids which fail to furnish all required forms and information.

1.7. SIGNATORY. Proposals shall be in final form filled out legibly in ink or typewritten. Any erasures, strikeovers, and/or corrections must be initialed in ink by the person or persons legally authorized by the Offeror to sign the proposal. The proposal shall include the legal name of the Offeror, the complete mail address, and be signed by a person or persons legally authorized to bind the Offeror to a formal contract with the District. The name of the person or persons signing should be typed or printed below any and all signatures appearing in the proposal. A stamped, facsimile, or typed signature may disqualify the proposal.

1.8. TAX IDENTIFICATION NUMBER. The District is required to have on file appropriate tax identification concerning the Offeror. This information should be a Federal Employer’s Identification Number (“Federal EIN”), but in some instance of independent contractors this number may be a Taxpayer’s Social Security Number (“SSN”). **The Federal EIN or SSN must be provided on the Acknowledgment, which is the last page of this RFP.**

1.9. ERRORS IN PROPOSALS. Offerors are cautioned to verify proposals before submission; however, proposals may be modified or withdrawn prior to the date and time set for the proposal opening. Negligence on the part of the Offeror in preparing the proposal confers no right for withdrawal or modification of the proposal after the proposal opening.

1.10. REQUESTS FOR INFORMATION. All requests for information relative to this RFP must be made in writing and directed to the District No. 205 at the attention of the Purchasing Department via United States mail to 501 7th Street, 6th Floor, Rockford, Illinois 61104 or via email to PurchasingDeptStaff@rps205.com. All requests for information must be submitted at least five (5) business days prior to the proposal deadline. Any request for information submitted after the proposal deadline will not receive a response. **Under no circumstance may the Offeror or any of its representatives contact any employee or representative of the District regarding this RFP prior to the proposal deadline, other than in writing to the Purchasing Department as provided herein. Any violation of this condition may result in the Offeror being considered non-compliant and therefore ineligible for consideration.**

1.11. ADDENDUM. Any clarifications to this RFP will be issued by the District as an addendum thereto and will be published on the District’s website and, if applicable,

www.DemandStar.com. It is the Offeror's responsibility to verify the issuance of any addendum(s) to this RFP prior to the bid deadline and if such addendum(s) are issued the Offeror shall acknowledge the receipt of such addendum(s) by making a reference thereto in its proposal.

1.12. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel this RFP, accept or reject any of all proposals or any portion thereof, or to accept an alternate offer which conforms with all of the terms and conditions of this RFP. The District reserves the right to waive any minor informality or defect in any RFP and any responsive proposals. The District may seek clarification from any Offeror at any time and failure to respond promptly is cause for rejection.

1.13. INCURRED COSTS. The District will not be liable for any costs incurred by any Offeror in response to this RFP.

2. PURPOSE.

2.1. SPECIFIC PURPOSE. This RFP is issued solely for the purpose of securing the services of a third party to purchase and deliver high quality food and food-services related products at affordable and competitive prices in accordance with applicable Federal, State and local laws and regulations governing Child Nutrition Programs. Specifically, the District is seeking proposals that reflect the Offeror's ability to procure the products that are listed in Attachment B – "Product List" and deliver said products to various schools throughout District No. 205.

The District and the selected Offeror will enter into a Third-Party Purchasing Services Contract, hereinafter referred to as the "Awarded Contract." A DRAFT of the Awarded Contract is included with this RFP as Attachment C – "DRAFT Third-Party Purchasing Services Contract." **A response to this RFP via a proposal submission shall be considered an offer from the Offeror to enter into the Awarded Contract with the District based upon the terms, conditions, and specifications contained within this RFP and any District issued and published addenda thereto. A binding contract is not formed until the selected Offeror and the District sign the Awarded Contract AND the Board of Education of Rockford Public Schools District No. 205 approves the Awarded Contract.**

2.2. CONTRACT TERM. The initial contract term shall be for a one-year period effective July 1, 2018 through June 30, 2019, with the option to renew for up to four (4) additional one-year periods by unilateral decision of the District with adequate notice to the selected Offeror.

2.3. OPTION YEARS.

Initial Year: July 1, 2018 to June 30, 2019

Option Year 1: July 1, 2019 to June 30, 2020

Option Year 2: July 1, 2020 to June 30, 2021

Option Year 3: July 1, 2021 to June 30, 2022

Option Year 4: July 1, 2022 to June 30, 2023

2.4. CONTRACT REQUIREMENTS. The District considers this RFP legally binding and will require that this RFP, including all attachments, exhibits, and amendments thereto, and the selected proposal be incorporated by reference into the Awarded Contract. It shall be understood by the selected Offeror that this means that the District expects the selected Offeror to satisfy all requirements listed in this RFP.

Minimally, the Awarded Contract must contain the language provided in Attachment C – “DRAFT Third-Party Purchasing Services Contract” and thus Offerors must read Attachment C in its entirety before submitting proposals. Failure to have read all the provisions of this RFP, including all attachments, exhibits, and amendments thereto, shall not be cause to alter the resulting Awarded Contract.

3. PRODUCT INFORMATION AND REQUIREMENTS.

3.1. PRODUCT LIST. The District is seeking to procure the food products and food-service related products that are listed in Attachment B – “Product List.” This list is a market basket of the top 100 items purchased by the District from July 1, 2017 to April 15, 2018. The quantities listed reflect this period.

3.2. QUANTITIES. The quantities listed in the Product List are good faith estimates based on the District’s historical purchasing data and are accurate to the best of the District’s ability to obtain the data as of the date of this RFP. The quantities do not in any way constitute a guarantee to purchase any minimum amount or any amount in excess thereof. The District reserves the right to amend the quantities listed in the Product List to reflect the District’s purchasing needs.

The Offeror will need to specify if it will impose any minimum order quantity in either products or dollars for any of the products listed in the Products List. If the proposal contains and is conditioned with minimums that the District cannot meet, the proposal will be considered non-responsive.

3.3. PRICING. The Offeror should submit pricing and other required information, as it is applicable, for the products listed in the Product List according to the following definitions:

“Invoiced Price” – the cost to the Offeror from the manufacturer.

“Allowance” – any credit available to the District.

“Freight” – the price the Offeror pays for freight from the manufacturer to the Offeror’s warehouse.

“Fixed Fee” – the fixed fee add on by category as per the Offeror’s contracted price.

“Total Unit Cost” – the sum of “Invoiced Price” less “Allowances” plus “Freight” plus “Fixed Fee”

“Extended Cost” – the product of “Usage” multiplied by “Total Unit Cost”

“Number of Servings per Case” – indicates the number of CN servings in each case

“Cost per Serving” – the result of dividing the “Total Unit Cost” by the “Number of Servings per Case”

3.4. VALUE PASS THROUGH METHOD(S). The Offeror will need to indicate which value pass through method(s) it utilizes for eligible products in the Product List. For this RFP, the District will accept the following value pass through method(s):

- Rebate
- Net Off Invoice (NOI)
- Fee for Service
- Modified Fee for Service

3.5. PRODUCT SPECIFICATIONS. Any catalog, brand name, or manufacturer’s reference used in the Product List is descriptive, not restrictive. When possible, the Offeror should submit the requested information for the products reflected in the Product List; however, proposals on equivalent products of like nature and quality will be considered. If an Offeror proposes a brand other than that specified in the Product List, any and all proposed equivalent products must be clearly marked and details regarding the variance from specifications must be explained. This includes, but is not necessarily limited to, the manufacturer, brand, pack count, weight, etc. of the proposed equivalent product. Offerors are encouraged to provide said explanation and applicable information in a document that is separate from Attachment B – “Product List.”

Only those products that conform to the requirements in accord with this RFP and applicable Federal, State and local laws and regulations governing Child Nutrition Programs should be submitted as responsive to this RFP; those products below stated specifications will not be accepted.

3.6. NUTRITION INFORMATION. If requested, the Offeror must provide nutrition labels for each of the products in the Product List, including those products which are not listed therein but for which the Offeror intends on submitting pricing and related information for an equivalent thereof. Failure to provide such information may result in the Offeror being considered non-compliant and therefore ineligible for consideration.

3.7. CHILD NUTRITION LABEL. When required, the Offeror will need to include the Child Nutrition (CN) label information, Product Formulation Statements, nutrition fact panel documentation, and ingredient list for all applicable products listed in the Product List.

3.8. NUTRITION STANDARDS IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS. All products must conform to Federal and State regulations and requirements in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP), and other applicable Federal and State regulated nutritional programs which the District participates in.

3.9. BUY AMERICAN. The District requires all Offerors to certify that the each of the products competitively procured for the District were processed in the United States and contain over 51% of its agricultural food component, by weight or volume, from the United States.

3.10. PACKAGING. The Offeror will need to provide details on packaging and handling requirements for each of the products in the Product List. To the extent that the cost of any packaging and handling requirements affect the pricing for any product reflected in the Product List, the Offeror should indicate that as well.

3.11. DELIVERY. The Offeror must have the ability to deliver the products listed in the Product List to multiple locations within the District No. 205 which will be designated by the District. The District reserves the right to change the delivery locations upon notice provided ten (10) days prior to the change.

The Offeror will need to specify if it will impose any minimum delivery requirements. If the proposal contains and is conditioned with minimums that the District cannot meet, the proposal will be considered non-responsive.

3.12. SAMPLES. For the purpose of evaluating this RFP, samples of products, when called for, must be furnished by the Offeror at no expense to the District. Requested samples must be labeled with the Offeror's name, item reference, manufacturer's brand name and number.

4. EVALUATION AND SELECTION INFORMATION.

4.1. EVALUATION GENERALLY. The District will evaluate proposals and will enter into the Awarded Contract with the lowest responsive and responsible Offeror whose proposal, conforming to the solicitation and specifications in this RFP will be most advantageous to the District. While price is the primary consideration, determination of the lowest responsive and responsive Offeror conforming to this solicitation document will not be restricted to the price alone, but will include such other factors (where applicable) as: (a) adherence to all conditions and requirements of this RFP, including, but not necessarily limited to, furnishing all required forms and information; (b) price; (c) qualifications of the Offeror, including, but not necessarily limited to, past performance, financial responsibility, general reputation, experience, service quality, and results of product tasting; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, and overall quality; (f) maintenance costs and warranty provisions; (g) repurchases or residual value; and (h) any such other related items that the District deems appropriate. **The District is interest in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended.**

4.2. SELECTION CRITERIA. For this RFP, proposals will be evaluated and points will be awarded based upon the following selection criteria:

- | | | |
|----|---|--------------------|
| 1. | Product List | 20 points possible |
| 2. | Response Form | 80 points possible |
| | a. Fee Proposal and Benefits of Proposal | (30 points) |
| | b. Financial Stability and Experience of Proposal | (20 points) |
| | c. Distribution and Value Added Incentives | (20 points) |

d. Past Performance and References of Proposal (10 points)

4.3. PROPOSAL OPENING. June 28, 2018 at 2:00 P.M. (CST).

It is anticipated that the District will evaluate proposals within thirty (30) days of the above date and time; the successful Offeror, if any, will be notified immediately thereafter.

4.4. WITHDRAWING OF PROPOSALS. No proposal may be withdrawn after the date and time set for the proposal opening.

4.5. VALIDITY OF PRICING. All proposal prices must be valid for a period of thirty (30) days after the date and time set for the proposal opening.

4.6. PERIOD FOR ACCEPTANCE. The Offeror agrees, if its proposal is accepted within thirty (30) days after the date and time set for the proposal opening, to furnish any and all products and/or items upon which it provided the information request in the Product List at the prices set therein. Any changes thereto must be rendered in writing and signed by both the District and the selected Offeror; no changes without such signed documentation shall be valid.

4.7. MULTIPLE SELECTIONS. The District reserves the right to select more than one proposal. The Awarded Contract(s) will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.

4.8. RESERVATION OF RIGHTS. The District expressly reserves the following rights: (a) make no selection; (b) accept or reject any or all proposals; (c) reject any part of a proposal not meeting the specifications set forth in this RFP; (d) waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluation any or all bids; (e) consider references and past performance of the Offeror; (f) enter into multiple Third-Party Purchasing Service Contracts; (g) re-enter into any already existing Third-Party Purchasing Services Contract(s); (h) enter into a Third-Party Purchasing Services Contract with the next responsive Offeror in the event that the selected Offeror defaults in executing the Awarded Contract; (i) and in the best interest of the District, accept or reject any and all portions thereof, selected the most responsive proposal, or if necessary issue a new solicitation document or take other action as the District deems appropriate.

ACKNOWLEDGMENT

Organization Name _____

Address _____

Telephone No. _____

The undersigned hereby certifies that s/he has read and understands the contents of this Request for Proposals and is legally authorized to bind the Organization listed above to perform under the terms and conditions in this Request for Proposals. Failure to have read all the provisions of this Request for Proposals, including all attachments, exhibits, and amendments thereto, shall not be cause to alter any resulting contract.

Signature of Authorized Representative

Date

Print Name

Title

Federal EIN or SSN

ATTACHMENT A

RESPONSE FORM

Name of Organization:

Addresses of all Organization offices:

Type of Organization

1. Identify which category of third party services your Organization falls under:
 - A. Group Purchasing Organization (group of DISTRICT with third party as the purchasing agent)
 - a. State agency or local government agency
 - B. Group Purchasing Organization (group of DISTRICT with third party as the purchasing agent)
 - a. Non-governmental purchasing agency
 - i. For profit
 - ii. Non-profit
 - C. Buying Group (group of DISTRICTS without third party involvement, that voluntarily cooperate for purchasing activities for their mutual economic benefit)
 - a. For profit
 - b. Non-profit

Fee Proposal and Benefits of the Organization

1. Provide a detailed fee structure for your services. Include any fees related to volume, number of students, the number of school delivery locations or other levels of membership. Include any administrative fees charged to suppliers that would not be passed back to the District. What does your Organization use the collected fees for?
 2. Provide the details of costs associated with any owned or leased warehouse space. Describe how the cost is passed on to the members. Include details if any warehouse costs are passed on to the membership from related services.
 3. Describe any commitment requirements associated with membership fees.
 4. Provide the distribution cost for delivered processed USDA Foods, including net off invoice, rebate and modified fee for service items, which are included in the firm USDA Foods prices currently under contract.
 5. Describe any revenue generated by your Organization besides membership fees.
 6. Describe your Organization in terms of philosophy and growth strategy related to the provision of third party services. Highlight any new or upcoming services, business model changes or governance changes.
 7. Describe what differentiates you from your competitors in the market.
 8. Describe the roles and responsibilities of your advisory committees.
 9. Describe your ability to provide field staff to assist the District in resolving issues.
 10. What are the major strengths your Organization will bring to Rockford Public Schools?
 11. Describe your participation, involvement and support of the Illinois School Nutrition Association and the National School Nutrition Association. Include your Organization's specific service mission to support the K-12 Education market.
-

Qualifications, Financial Stability and Experience of the Bidder

1. Give a brief history of your Organization:
 - a. Company size and history;
 - b. Contact information for key personnel
 - i. Procurement agent
 - ii. The District's point of contact
 - c. Scope of clients serviced
 - d. Provide current list of K12 members
 - e. Annual dollar amount of current contracts negotiated; and
 - f. Other information that would qualify your Organization to meet the needs of Rockford Public Schools.
2. Attach a current audited financial statement, balance sheet and evidence of all current general liability and errors and omissions insurance carried by your Organization.
3. List any actions taken by any regulatory agency resulting in litigation involving the Organization or its agents or employees with respect to any work performed in the last ten (10) years, including outcomes relating thereto.
4. List all insurances that the Organization has that would be applicable to its services.
5. Describe, in detail, your capabilities for certified public accountants to audit vendors or distributors on behalf of the District once bidding and contracts are issued.
6. Describe your Organization's familiarity with Federal and State procurement requirements and how your Organization ensures compliance with such procurement requirements to include 7 CFR 210.21 (f), 215.14 (a) and 220.16 (e).
7. Provide your written procurement plan. Include pre-bid, evaluation and post bid procedures.
8. Describe contract search capability for members via your Organization's website.

Allowable Costs: In a narrative the Proposer must:

1. Describe how it manages, reports, and negotiates rebates, discounts, and credits.
2. Provide an estimate of rebates, discounts, and credits the District should receive in the first year of its contract if Proposer won the contract based on estimates provided.
3. Describe what differentiates your company from other Proposers in terms of rebates, discounts, and credits.
4. Describe if rebates, discounts, and credits funds are audited by an independent auditing organization to insure they are paid in accordance with your company's contracts and accordance with applicable federal and state requirements.

Distribution and Value Added Incentives

1. Provide the names and addresses of the distributors you have contracted with in the preceding two years.
 2. Describe, in detail, the currently contracted Distributor's required method for tracking orders, rebates, deliveries and invoices.
 3. Describe your ability to negotiate and provide manufacturer incentives, which will provide savings/discounts to the District.
 4. Describe how these savings/discounts will be tracked, computed and passed on to the District.
 5. Describe additional rebates, discounts and incentives and how these savings are passed on to the District.
 6. Would the District have access to electronic order placement? If yes, please describe.
-

7. Describe how your Organization addresses the following in distribution contracts:
 - a. Pick up and credit policy
 - b. Product recall notification policy
 - c. Items short on delivery and/or picked in error
 - d. Out of stock notification policy
 - e. Damaged product policy
 - f. Discontinued product notification policy
8. Does the District have the capability of ordering USDA Foods year-round? If not, describe blackout dates.
9. What is the currently contracted Distributor's fill rate for schools?
10. Describe the currently contracted Distributor's delivery service. Factors should include number of available delivery days per week, delivery time windows, order lead time and required minimum order amounts.
11. Describe the currently contracted Distributor's customer service philosophy and available support and resources for the K-12 Education market.

Contract Sourcing Performance and References of Organization

1. Provide a list of ALL currently active contracts for cafeteria food, supplies, materials, equipment and related services germane to the food service operation, including expiration dates. Group contracts by category.
2. Provide a price list for ALL items included in contracts listed above in effect as of July 1, 2018. Include brand, pack size and price per case.
3. Describe the method of pricing in these contracts, i.e. firm price, cost plus fixed fee, etc.
4. What is the length of firm pricing in these contracts?
5. How does your Organization measure compliance with USDA and the State of Illinois procurement policy?
6. Please provide at least three (3) school customer references, including name of contact person, title, address and telephone numbers.
7. Please provide any other pertinent information about your Organization, which you feel is important for consideration.

Exceptions to Terms, Conditions and Specifications

Any exceptions to the information and/or terms and conditions contained in this Invitation to Bid must be described in detail in your proposal.

Please provide substantiating documentation, where applicable.

ATTACHMENT B

PRODUCT LIST INSTRUCTIONS

The Product List was developed as a tool to be used in the evaluation of this proposal to compare the cost of goods provided by the Organization's supplier.

Proposal prices must be based upon base prices paid by suppliers for delivery during the week of May 6 – 12, 2018. Copies of invoices confirming supplier's prices during this period may be required during the proposal review process. All prices quoted will be F.O.B. delivered, destination dock, or specific storage location, as determined by the District.

Suppliers will provide a base price (showing cost components) and fixed fee add-on per item on the Product List.

Invoice price is defined as "landed cost" or base cost, less promotional allowances, plus freight. A supplier's invoiced cost will reflect promotion allowances, i.e., one free with 10, or bid allowances, the benefits of which will accrue to the District. Volume rebates and target allowances must be passed on to all participating school Districts. Cash discounts, label allowances, and group allowances will accrue to the benefit of the distributor. NOTE: Supplier product breakage fees or waste fees are not allowable under this contract.

Price elements are defined as:

1. "Invoiced Price" is the cost from the manufacturer,
2. "Allowance" is any credit available to the District,
3. "Freight" may not apply to all items as this would be the price you pay for freight from the manufacturer to your warehouse, and
4. "Fixed Fee" refers to the fixed fee add on by category as per your contracted pricing.

Products quantities on QPL reflect consumption of the District for the period of July 1, 2017 through April 15, 2018. This list is of the top 100 products, therefore, you should quote the same product or its equivalent. For any product that is a part of the USDA Foods program, you must quote the same product or its equivalent must be an eligible item.

Quantities listed in this RFP document are good faith estimates based on current purchases and are accurate to the best of our ability to obtain the data. However, this does not constitute a guarantee to purchase any amount in excess of requirements.

Grade and quality of product below stated specifications, will not be accepted. Supplier shall furnish grade, quality, ingredient or product specifications to the District upon request.

ATTACHMENT B

PRODUCT LIST

<i>Item Number</i>	<i>DESCRIPTION (or equal)</i>	<i>Brand</i>	<i>Mfg #</i>	<i>Usage July 1, 2017 to April 15, 2018</i>	<i>Invoiced Price</i>	<i>Allowance (-)</i>	<i>Freight (+)</i>	<i>Fixed Fee (+)</i>	<i>Total Unit Cost</i>	<i>Extended Cost</i>	<i>Number of Servings per case</i>	<i>Cost per Serving</i>
1	CEREAL Variety RS BKFST KIT 44CT	Kellogg Dry	3800051091	10,101								
2	JUICE BOX Variety Vegetable Blend 44-4.23FLZ	Country Pure Foods, Inc.	62011	6,977								
3	JUICE BOX Variety 100% 40CT 4.23FLZ 125Ml	Apple & Eve, LLC	86000TPFAC	6,956								
4	TRAY SCHOOL FBR 5CMPT 2-250 SAVADAY	Huhtamaki Foodservice, Inc.	21024	4,312								
5	APPLESAUCE UNSWT 72-4.5Z	Knouse Foods	FFASU1150GFS01	4,202								
6	SAND SUNBUTTER & GRP WGRAIN 96-2.8Z	Muffin Town	12228	2,699								
7	KIWI 33-39CT P/L	Markon	18660	2,566								
8	CHEESE STRING MOZZ IW 168-1Z LOL	Land O' Lakes, Inc.	59701	2,516								
9	APPLE SLCD FRSH 200-2Z P/L	Sunset Orchard	SA200	2,178								
10	BANANA TURNING SNGL 150CT 40# P/L	Caito Foods - Dry	385310	2,174								
11	MAYONNAISE PKT 200-9GM PPI	Kraft Heinz	78000383	2,082								
12	JUICE Variety 100% 4 oz Frozen or Refrigerated	Gregory Packaging	090100	2,063								
13	CUTLERY KIT SPRK NAP STRW 1M KE	Limson Trading, Inc.	305000	2,061								
14	TURKEY HAM UNCURED 6-2# JENNO	Jennie-O Foods, Inc.	256821	2,042								
15	CORN DOG CHIX WGRAIN 72-4Z GCHC	Foster Farms	96080	1,935								
16	ORANGES MAND BRKN L/S 6-10	Limson Trading, Inc.	112003	1,883								
17	DRESSING RNCH LT 60-1.5Z KENS	Ken's Foods	KE0041B3	1,785								
18	PINEAPPLE TIDBITS IN JCE 6-10 DOLE	Dole Packaged Foods Company	00553	1,587								
19	TURKEY BRST SLCD OVN RSTD 6-2# JENNO	Jennie-O Foods, Inc.	231812	1,545								
20	CHIP NACHO REDC FAT 72-1Z DORITOS	Frito Lay	31748	1,484								
21	FRANKS BEEF 8/# 2-5#	Eisenberg	108	1,424								
22	ROLL MINI CINNIS IW 72-2.29Z PILLS	General Mills	18000-33686	1,346								
23	TRAY PPR FD 3# ASPIRE 2-250CT	Pactiv - Foam	23936	1,319								
24	FRIES SWT C/C SLIM 5-3# SWT THINGS	Lamb Weston, Inc.	L0084	1,310								
25	CHICKEN BRST PTY BRD WGRAIN CKD 3Z 4-5#	John Soules Foods, Inc.	50315	1,242								
26	APPLESAUCE CINN UNSWT CUP 96-4.5Z	Knouse Foods	FFASU1402MUS01	1,237								
27	PEAR DCD XL/S 6-10	Seneca Foods Corporation	007957233380	1,217								
28	BREAD ELFIN BAN LOAF WGRAIN IW 72-2Z	Ajinomoto Foods North America	431609	1,203								
29	FRIES WDG 8CUT CRSPY OVEN R/SOD 6-5#	McCain Foods	1000000496	1,186								
30	CRACKER GRHM BUG BITES 210CT KEEB	Kellogg Dry	3010055644	1,080								
31	PEACH DCD XL/S 6-10	Seneca Foods Corporation	unknown	1,058								
32	MUFFIN BLUEB WGRAIN IW 72-2Z ARYZTA	Aryzta	10143	1,048								
33	SNACK CHS PUFF FLAMIN' HOT R/F 72-.7Z	Frito Lay	21912	1,041								
34	CONT FM 3CMPT 9X9.1 LRG 2-75CT	Pactiv - Foam	YTD199G30000	963								
35	YOGURT STRAWB BAN N/F 48-4Z UPSTFM	Upstate Farms Cooperative	9820	949								
36	TURKEY & GRAVY CKD 4-7# JENNO	Jennie-O Foods, Inc.	2862-28	949								
37	BAR BKFST BAN CHOC CHNK IW 48-2.5Z	J & J Snack Foods	40402	913								
38	CHICKEN BITE BRD ASIAN WGRAIN 4-5#	John Soules Foods, Inc.	40130WG	902								
39	BEAN GREEN CUT FNCY 4SV 6-10	Burnette Foods, Inc	118737	882								
40	FRUIT MIXED DCD IN JCE 6-10	Seneca Foods Corporation	F009390161034	866								
41	SAUCE BBQ CUP DUNK LO SOD 250-1Z REDG	Red Gold LLC	REDOA1Z	860								
42	PANCAKE MAPL WGRAIN IW 72-3.17Z PILLS	General Mills	18000-37732	846								
43	SAND GRLLD CHS WGRAIN BULK 72-4.19Z	Integrated Food Service	703003	841								
44	MUFFIN BAN WGRAIN IW 72-2Z ARYZTA	Aryzta	10144	839								
45	KETCHUP PKT LO SOD 1000-9GM REDG	Red Gold LLC	REDYL9G	838								
46	SLUSHIE BL RASP/LEM 84CT SIDEKICKS	Ridgefield's Brand Corporation	2009	808								
47	ORANGES NAVEL/VALENCIA CHC 125-138CT	Caito Foods - Dry	366835	784								
48	BAR BKFST APPL CINN BENEFIT 48-2.5Z	J & J Snack Foods	40403	735								
49	PANCAKE WGRAIN 144CT 1.14Z AJ	Pinnacle Foods	001960043582	724								
50	CORN SUPER SWT 30#	Bonduelle	70094506	712								
51	CHICKEN TNRD FRITTER WHL GRAIN 4-5#	John Soules Foods, Inc.	00813729015046	691								
52	BEAN VEGTAR 6-10	Furmano Foods	91E842	648								
53	CHICKEN PTY BRD WGRAIN 3.26Z 4-7.7#	Tyson Foods Inc	002154-0928	626								

ATTACHMENT B

PRODUCT LIST

<i>Item Number</i>	<i>DESCRIPTION (or equal)</i>	<i>Brand</i>	<i>Mfg #</i>	<i>Usage July 1, 2017 to April 15, 2018</i>	<i>Invoiced Price</i>	<i>Allowance (-)</i>	<i>Freight (+)</i>	<i>Fixed Fee (+)</i>	<i>Total Unit Cost</i>	<i>Extended Cost</i>	<i>Number of Servings per case</i>	<i>Cost per Serving</i>
54	POTATO PRLS XTRA RICH 6-3.56# BAMER	Basic American Foods	81837	538								
55	YOGURT RASPB N/F 48-4Z UPSTFM	Upstate Farms Cooperative	9817	521								
56	BEEF STKBRGR PTY CKD 170-2Z SMRTPKS	Advancepierre Foods, Inc.	69050	520								
57	DOUGH CKY CHOC CHP WGRAIN 240-1.5Z	Aryzta	55680	517								
58	DRESSING RNCH ORIG PKT 102-1Z MARZ	T Marzetti Company	81903	512								
59	APPLE SLCD FRSH 100-2.4Z P/L	Sunset Orchard	SA100	512								
60	FRENCH TST STX CINN WGRAIN 255-.97Z	Michael Foods	46025-75012-00	511								
61	CHICKEN PTY HOT&SPCY WGRAIN 3.49Z 4-8.2#	Tyson Foods Inc	070314-0928	507								
62	TACO FILLING BEEF REDC FAT 6-5# COMM	J.T.M. Food Group Inc	CP5250	495								
63	CHICKEN POPCORN BRD WGRAIN FC .28Z 4-8#	Tyson Foods Inc	070368-0928	490								
64	RICE BRN PARBL WGRAIN 25#	Producers Rice Mill, Inc.	R2GF25570	467								
65	EGG OMELET CHS COLBY 225-2.1Z SNYFR	Cargill Kitchen Solutions, Inc	40176	467								
66	CHICKEN PTY HOT&SPCY BRD WGRAIN 3Z 4-5#	John Soules Foods, Inc.	50125	462								
67	PASTRY POP-TART WGRAIN STRAWB 120-1CT	Kellogg Dry	3800055130	460								
68	BREAD BANANA IW 70-3.4Z SUPBAK	Super Bakery	6071	459								
69	VEG BLND CALIF PREM 30#	Marbran	91163	458								
70	CHICKEN PCORN LRG WGRAIN CKD 6-5#	Pilgrim's Pride Corp (Pierce)	110452	457								
71	CHICKEN CHUNKS BRD WGRAIN .66Z 4-7#	Tyson Foods Inc	002155-0928	451								
72	CHIP FLAMAS SPCY LIM R/F 72-1Z DORITO	Frito Lay	62829	447								
73	TURKEY ITAL COMBO SLCD 12-1# JENNO	Jennie-O Foods, Inc.	2096-12	446								
74	BROCCOLI FLORET BITE SIZE 2-3# RSS	Markon	91590	445								
75	PICKLE DILL SLCD HAMB 4-1GAL	Treehouse-Bay Valley	12722891393	444								
76	CHEESE STIX COLBY JK 168-1Z LOL	Land O' Lakes, Inc.	44877	429								
77	WAFFLE MINI MAPL WGRAIN IW 72-2.47Z	General Mills	18000-32265	422								
78	CHICKEN MANDARIN ORANGE FZ TFF 6-5#	Lings	00852724155555	420								
79	EGG SCRMBD CKD FZ 4-5#	Michael Foods	93901-58458-00	417								
80	CHEESE AMER 160CT SLCD R/F 6-5# LOL	Land O' Lakes, Inc.	46253	417								
81	POTATO SMILES 26/# 6-4# OREI	McCain Foods	OIF03456	414								
82	FORK PLAS MED WHT FLX POLY 1M KE	Pactiv - Foam	YFWFWGFSKE	404								
83	CHIP TORTILLA SPICY SWEET CHILI 72-1z	Frito Lay	00028400490931	378								
84	WAFFLE MINI BLUEB WGRAIN IW 72-2.47Z	General Mills	18000-32264	374								
85	PIZZA CHS WGRAIN SLCD 72-5.49Z	SA Piazza & Associates	20311	368								
86	BEEF RIB BBQ HNY 100-3.24Z PIER	Advancepierre Foods, Inc.	3716	363								
87	PEACH DCD XL/S 6-10 P/L	Limson Trading, Inc.	116350	362								
88	JUICE SPRKLG Variety 8FLZ	Krispak, Inc.	7C2480WS	356								
89	BEAN REFRIED SEAS DEHY 6-1.75# SANTG	Basic American Foods	10166	355								
90	BURRITO BEAN/CHS WGRAIN 96-4.5Z	Foster Farms	21200	347								
91	MUFFIN APPL CINN WGRAIN IW 72-2Z	Aryzta	10146	343								
92	SPOON PLAS MWT WHT FLX POLY 1M KE	Pactiv - Foam	YFWSWGFSKE	341								
93	LETTUCE ROMAINE CHOP 6-2# RSS	Markon	92645	334								
94	LETTUCE ROMAINE SPRING MIX BLND 4-2#	Markon	92579	325								
95	MEATBALL CHIX 2-5# TYS	Tyson Foods Inc	019777-0328	323								
96	CUP PRTN SOUFF 4Z TRANSL 12-200	Pactiv - Foam	YS400GFS	316								
97	POTATO AUGRATIN CLASSIC R/SOD 6-2.25#	Basic American Foods	20922	315								
98	BEEF PTY CKD W/CHER 2.4Z 6-5# COMM	J.T.M. Food Group Inc	CP5660	311								
99	BAG SAND SADDLE 6.5X7" CLR 2M FDHND	Foodhandler	21-6709	298								
100	CHICKEN PTY GRLLD 2.5Z 6-5# GLDKST	Pilgrim's Pride Corp (Pierce)	26624	261								

THIRD-PARTY PURCHASING SERVICES CONTRACT

THIS THIRD-PARTY PURCHASING SERVICES CONTRACT, (the “Contract”) is entered into this ____ day of _____, 2018 (the “Effective Date”) by and between the Board of Education (the “Board”) of Rockford Public Schools, District No. 205 (the “District”) an Illinois school district, whose address is 501 Seventh Street, Rockford, Illinois 61104, and _____ (“Contractor”), a _____ with its headquarters at _____. The School Board and Contractor shall each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, pursuant to Section 10-20.21 of the Illinois School Code, the School Board may, after due advertisement, enter into a contract for the services of a third party to purchase high quality food products and food-service related products at affordable prices and deliver said products to the School District (the “Services”); and

WHEREAS, in order to ensure a competitive price for the procurement of the Services, and to ensure compliance with Federal and State procurement standards, the School District made the decision to seek competitive proposals; and

WHEREAS, a Request for Proposal (“RFP”) was sent to prospective food purchasing organizations and advertised on _____, 2018; and

WHEREAS, on _____, 2018, responses to proposals were publicly opened and read aloud at the District No. 205 Office; and

WHEREAS, Contractor submitted the lowest responsible and responsive proposal, with price being the primary consideration, to the School District’s RFP for the Services and the School District entered into contract negotiations with Contractor consistent with the RFP; and

WHEREAS, the Parties now desire to enter into this Contract whereby Contractor agrees to provide the Services in accordance with the Contract Documents and the School District agrees to the obligations set forth therein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. DEFINITIONS.

The following terms shall have the following meanings where used in this Contract:

“Board”, “Board of Education”, or “School Board” – the Board of Education of Rockford Public Schools, District 205.

“Contract” – the complete and integrated agreement between Contractor and the School Board and consisting of the Contract Documents.

ATTACHMENT C

“Contract Documents” – the Request for Proposals, and all attachments, exhibits, and amendments thereto, the Contractor’s Proposal, and this written Contract between Contractor and the School Board, including any amendments and modifications, and any other documents reasonably required by the School District.

“Contractor” – _____.

“District” or “School District” – Rockford Public Schools, District 205.

“Product List” – that part of Contractor’s Proposal where Contractor specified pricing for the Services, including any attachments, exhibits, and any other documents included by Contractor in support of its pricing.

“Proposal” – the entirety of Contractor’s submittal in response to the District’s Request for Proposals, including without limitation the completed Response Form, Product List, and all Required Forms.

“Request for Proposals” or “RFP” – the entirety of the District’s Request for Proposals, including the Advertisement for Proposals, Instructions to Offerors, Response Form, Product List, Required Forms, and all attachments, exhibits, and amendments thereto.

“Required Forms” – any and all forms that the Contractor was required to sign, complete and submit with its Proposal.

“Response Form” – that part of Contractor’s Proposal where Contractor provided responses to questions posed by the School District, including any attachments, exhibits, and any other documents included by Contractor in support of its responses.

“School Calendar” – the official calendar adopted by the Board of Education listing all attendance days, holidays, half days, etc. The School Calendar normally consists of 172 attendance days and 3 dry run days. Based upon weather or other conditions, the calendar may change/fluctuate from what was originally intended. The School District reserves the right to modify the School Calendar from year to year.

“State” – State of Illinois.

2. THE CONTRACT.

(a) Incorporation of Documents by Reference.

The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the Request for Proposals, Addenda, if any, the Proposal, and other related documents.

(b) Order of Precedence.

As noted above, the Contract Documents include the following:

ATTACHMENT C

- (i) This Contract and Exhibits A and B, attached hereto;
- (ii) The Request for Proposals and Addenda, if any, attached hereto and labeled as Exhibit A; and
- (iii) The Contractor's Proposal (including the completed Response Form, Product List, and all Required Forms), attached hereto and labeled as Exhibit B.

The Contract Documents are intended to complement each other. Accordingly, Contractor shall provide the Services in accordance with each and every part of the Contract Documents. To the extent that the terms and conditions of the Contract Documents are in conflict, said conflict shall be resolved in favor of the order of the Contract Documents, from (i) to (iii), listed above. Where there is no conflict between any of the terms and conditions contained in the Contract Documents, each of the Contract Documents shall have independent significance and be binding upon the Parties.

(c) Compliance with Public Act 95-241.

Public Act 095-0241, signed into law on August 17, 2007, amended Section 10-22.34c of the Illinois School Code, 105 ILCS 5/10-22.34c, and outlines additional requirements for school districts that choose to contract with a third party for non-instructional services currently performed by any employee or bargaining unit member.

Contractor, at its sole expense, must take any action needed to comply with the requirements of 105 ILCS 5/10-22.34c, including without limitation: adjusting wages and benefits as needed; or providing any documentation or information needed. Said actions by Contractor shall be deemed to have been taken at the time of Contractor's submission of its Proposal and shall be incorporated into its Proposal as if fully stated therein.

Contractor further agrees to defend, indemnify, and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, as a result of Contractor's failure to comply with the requirements of 105 ILCS 5/10-34c, if applicable.

(d) Compliance with Revenue Procedure 97-13.

The Parties intend that this Contract fully complies with Revenue Procedure 97-13 so as not to create a private business use of tax-exempt bond financed facilities under Section 141(b) of the Internal Revenue Code of 1986. However, if the Internal Revenue Service ("IRS") or any judicial, quasi-judicial, or administrative agency determines this Contract is not in compliance with Revenue Procedure 97-13, the Parties agree to take such action as is necessary to amend or otherwise make this Contract in compliance with Revenue Procedure 97-13. Such action shall be deemed to have been taken at the time and effective date of this Contract.

3. TERM.

ATTACHMENT C

The term of this Contract shall commence on _____, 2018 and continue through _____, 2019, unless earlier terminated by either Party as otherwise expressly permitted by this Contract. The School District reserves the right to annually extend this Contract for four (4) additional one-year periods. The School District may exercise the option for yearly renewal by providing written notice to the Contractor at least sixty (60) days prior to the expiration of the current term.

Notwithstanding the above, the School District's obligation under this Contract is contingent upon the availability of budgeted funds from which payment for the contract purposes can be made. No legal liability on the part of the School District for any payment may arise until funds are made available for this Contract.

4. GENERAL SCOPE OF SERVICES.

Contractor shall perform purchasing services for high quality food products and food-service related products based on specific types and quantities of products requested by the School District. Contractor shall procure said products at affordable and competitive prices, while ensuring compliance with all Federal, State and local laws and regulations governing Child Nutrition Programs. Contractor shall deliver those food products and food-service related products it purchases to locations designated by the School District. Services are to coincide with the District's School Calendar. It shall be the responsibility of Contractor to maintain records pertaining to the Services it performs for the School District and from time to time and whenever so requested by the School District Contractor shall furnish copies of said records to the School District.

5. PERSONNEL.

(a) Qualifications and Background Check.

Contractor shall employ only qualified and properly licensed employees who shall be required at all times to exercise the highest degree of care and to observe and comply with all laws, ordinances, rules and regulations.

Contractor shall ensure that a fingerprint-based criminal history records check is completed for all of Contractor's employees pursuant to 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1, and that all requirements of 625 ILCS 5/6-106.1 are met. Contractor shall submit the following information to the School District for all of Contractor's employees at least fifteen (15) days prior to the first day of school each school year and before the first day of work for all new employees:

- (i) Legal name and home address;
- (ii) Evidence that the employee has successfully passed drug and alcohol screening; and
- (iii) Evidence that the employee has successfully completed a fingerprint-based criminal history records check in accordance with 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1 and that the employee is not listed on the Illinois Sex Offender

ATTACHMENT C

Database or the Illinois Child Murderer and Violent Offender against Youth Database pursuant to 625 ILCS 5/6-106.1.

Contractor shall keep such information current and notify the School District in writing when there are any changes to such information. 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 herein or who appear in the noted databases shall not be permitted at any time to be present on school grounds. Contractor warrants that it shall immediately notify the School 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 this Contract.

Contractor shall defend, indemnify, and hold the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, and successors and assignees, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including attorneys' fees and expert witness fees, arising out of or in connection with any violation of, or Contractor's failure to comply with, the requirements of 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1. Contractor shall be responsible for all costs and expenses associated with the above-required fingerprint-based criminal history records checks. Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the Illinois State Board of Education's list of "registered educational personnel".

(b) Nondiscrimination; Equal Employment Opportunity.

Contractor shall comply with a policy of nondiscrimination and equal employment opportunity for all persons and shall take affirmative steps to provide equal opportunity for all persons. Contractor shall not discriminate against members of the public, any employee, or any applicant for employment because of race, color, religion, sex, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, or unfavorable discharge from military service. Contractor shall comply with the Illinois Human Rights Act and all the regulations of the Illinois Department of Human Rights (the "Department") as required for public contracts including the following:

- (i) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (ii) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;
- (iii) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request; and
- (iv) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition

of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Illinois Human Rights Commission (the "Commission"); (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

(c) Prevailing Rate of Wage.

Contractor shall comply with all statutes, both Federal and State, governing payment of wages to employees. Contractor will pay the prevailing rate of wage in the Winnebago County, Illinois area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor. Effective January 1, 1990, an amendment to the State of Illinois Prevailing Wage Act requires that if, during the course of work under this Contract the Department of Labor revises the prevailing rate hourly wages to be paid under this Contract for any trade or occupation, the School District will notify Contractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the pricing under this Contract.

6. WARRANTY/SERVICE QUALITY/ASSURANCE.

Contractor warrants that all food products and food-service related products procured by Contractor for the School District will conform in all respects to the terms of this Contract, 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 Contractor's knowledge. In addition, Contractor warrants that said products 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.

It is further recognized that service to the School District and its patrons is the essence of the Contract and to that end the Services provided by Contractor shall be regularly monitored. Any and all food products and food-service related products procured by Contractor and delivered to the District are subject to inspection and approval at any of the District's designated delivery destinations. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the requirements contained within this Contract or Contractor's expressed or implied warranties. Rejected items shall be removed by, or at the expense of, Contractor promptly after rejection and if not removed within ten (10) days after notice, such shall be returned via collect shipping.

Further, at least twice per school year (during the second quarter and fourth quarter of the school year), Contractor shall provide the School District with quality assurance surveys for the School District to send out to all buildings and employees served. The School District and

ATTACHMENT C

Contractor shall jointly design such surveys. Such survey results will be shared by the School District with Contractor and Contractor shall make good faith efforts to improve survey results.

7. **COMMUNICATIONS.**

(a) General Communications.

Creating and maintaining good communications between Contractor and the School District administration is vital to a safe, convenient, efficient, and cost effective working environment. The designated communications person(s) shall greet administrators, parents, and students in a friendly, non-confrontational tone and seek to answer questions in a time sensitive manner. In addition, the designated communications person(s) shall be responsible for notifying School District administration, including school building administration, whenever required under the Contract.

8. **COMPENSATION, INVOICING, AND PAYMENT TERMS.**

(a) Compensation.

In consideration for providing the Services, the School District shall pay to Contractor a membership fee. All personnel expenses and other expenses deemed necessary by Contractor to provide the Services are included within the membership fee.

(b) Invoices.

Contractor shall invoice the School District by the third (3rd) working day of each month for the Services provided through the last day of the preceding month. Invoices shall be submitted to the Chief Financial Officer, District No. 205, 501 Seventh Street, Rockford, Illinois 61104. Late invoices will not be processed by the School District until the following month.

(c) Additional Services.

Before rendering any services outside the scope of the Services ("Additional Services"), Contractor must receive prior written approval from the designated School District official. Invoices for approved Additional Services shall include the date and times the Additional Services were completed, the type of Additional Services provided, the number of hours worked, and the name of the School District employee who authorized the Additional Services. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to the School District together with the regular monthly invoice. Charges for these Additional Services shall be in accordance with Contractor's Proposal.

(d) Payments.

After verification of an invoice, the School District shall pay the verified amount due to Contractor following monthly School Board approval in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Payment of any disputed items may be withheld by the School District until mutual agreement is reached between Contractor and the School District relative to the item or provision upon which the difference arises or until the matter is judicially

resolved. Such suspension of payment shall not constitute a breach of the Contract by the School District. The School District may further withhold payments, if it is determined that the Contractor made a false certification in its Proposal or has violated the Proposal Certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

9. ESCALATION.

School District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Contract. As such, District and Contractor will from time to time negotiated escalation amounts on those products which cannot hold pricing due to fluctuations in the market (*i.e.*, those products which are highly perishable).

In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the Parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation shall be adjusted to reflect such increase.

10. INSURANCE.

Contractor shall purchase from and maintain at its own expense during the term of the Contract, the insurance described in and in the amounts specified in the following subparagraphs and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. 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 AM Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the School District thirty (30) days prior notice thereof in writing. In the event of such expiration or decrease, the School District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. Contractor is responsible for all insurance deductibles and Self-Insured Retentions and the School District shall have no obligation to pay them.

During the term of this Contract, Contractor shall maintain insurance at or above the limits specified in the following chart, and each such policy shall include the School District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the School District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's performing the Services, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the School District upon execution of this Contract.

The cost of all policies required by this Section shall be reflected in the Price Pages, and Contractor shall not be entitled to receive from the School District any additional compensation for any such insurance costs. At all times during the term of this Contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
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ATTACHMENT C

Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$1,000,000 \$1,000,000 \$1,000,000
Commercial General Liability** A. Per Occurrence B. General Aggregate 1. General Aggregate – Property 2. General Aggregate – Bodily Injury	\$10,000,000 \$10,000,000 \$10,000,000
Comprehensive Auto Liability	\$10,000,000 bodily injury and property damage combined
Uninsured Motorist Coverage	\$150,000 per person, \$500,000 aggregate
Fire Legal Liability (any one fire)	In an amount reasonably necessary to protect Contractor against loss of any or all vehicles, and or equipment used in performance of this Agreement.
General Umbrella Excess Liability	\$10,000,000
Business Auto Liability**	\$10,000,00

**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

If any policy or coverage is written as “claims made” then coverage must be maintained for four (4) years after termination of this Contract. 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 proposal and resulting contract and Contractor’s performance of its contract obligations.

All policies shall name the School District, its Board of Education, officers, employees, and agents as an additional insureds (the “Additional Insureds”), shall be primary to any insurance carried independently by such Additional Insureds, shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with any loss, damage, or injury resulting from the negligence or other fault of Contractor, Contractor’s Agents, representatives, and employees, and shall contain a waiver of subrogation in favor of the Additional Insureds.

Contractor shall furnish the School District with a certificate or certificates of insurance showing that such insurance is in effect. Contractor will provide written notice to the School District at least thirty (30) days prior to the cancellation, non-renewal, or reduction in the limits of liability endorsement, change in deductible per claim, or change in the limitations or exclusions of such insurance.

11. INDEMNIFICATION.

(a) Indemnification by Contractor.

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assigns, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, whether known or unknown, and whether based on a tort, contract, or another theory of recovery, including any and all claims based on personal injury, property damage, pain and suffering, emotional distress, wrongful death, and the Illinois Family Expense Act, 750 ILCS 65-15, arising out of:

- (i) Negligent acts or willful misconduct of Contractor, its officers, directors, employees, successors, assigns, contractors and agents;
- (ii) Any breach by Contractor of the terms of the Contract;
- (iii) Any violation or breach by Contractor, its officers, directors, employees, successors, assigns, contractors and agents of any applicable Federal, State or local law, rule, regulation or ordinance; or
- (iv) Any breach of any representation or warranty by Contractor under the Contract. Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

Contractor's indemnification obligations under this section shall not apply to the extent that such claim, loss, cost, expense or damage arises from or is caused by the negligence or willful misconduct of the School District, its Board of Education, its agents or employees.

(b) Indemnification by District.

To the fullest extent permitted by law, the School District agrees to defend, indemnify, and hold harmless Contractor, its officers, employees, agents, contractors, successors and assigns, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, whether known or unknown, and whether based on a tort, contract, or another theory of recovery, including any and all claims based on personal injury, property damage, pain and suffering, emotional distress, wrongful death, and the Illinois Family Expense Act, 750 ILCS 65-15, arising out of:

- (i) Gross or willful misconduct of District, its officers, directors, employees, successors, assigns, contractors and agents;
- (ii) Any breach by District of the terms of the Contract;

(iii) Any violation or breach by the District, its officers, directors, employees, successors, assigns, contractors and agents of any applicable Federal, State or local law, rule, regulation or ordinance; or

(iv) Any breach of any representation or warranty by District under the Contract. District agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Contractor may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

(c) Environmental Indemnification.

Throughout the Initial Term, or any Renewal Term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assigns, from and against all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 USC 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 USC 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 USC 300f-j-26), Toxic Substances Control Act (15 USC 2601 *et seq.*), Clean Air Act (42 USC 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act (42 USC 11001 *et seq.*) ("EPCRA"), the Illinois Natural Resources and Environmental Protection Act the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of the Contract.

12. PERFORMANCE BOND.

ATTACHMENT C

Contractor shall furnish a Performance Bond guaranteeing Contractor's faithful performance of the Services for the duration of the Contract. The Performance Bond shall be in an amount equal to fifty percent (50%) of the amount of the Contract, shall be in such form and with a surety acceptable to the School District, and shall not include a limitations period shorter than that provided by Illinois law. The Performance Bond shall name the School District as primary co-obligee and shall be deemed to include the terms listed with the Contract.

The Performance Bond shall be issued by a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "XII" in Best's Insurance Guide (current edition), unless a lower rating is approved by the School District, in writing.

If at any time the School District shall become dissatisfied with any security or sureties then upon the Performance Bond, or for any reason such Bond ceases to be adequate security for District, Contractor shall, within five (5) days after written notice from the School District, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the District. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

13. TERMINATION.

(a) With Cause.

Without prejudice to any other rights or remedies it may have under the law or the Contract, the School District shall be entitled to terminate the Contract immediately upon the occurrence of any of the following events:

- (i) The School District determines in its sole discretion Contractor has jeopardized the safety or health of any student or students;
- (ii) The School District is notified or discovers Contractor's insurance or performance bond as required by the Contract has expired or lapsed;
- (iii) If it is determined Contractor knowingly falsified information provided to the School District;
- (iv) If it is determined Contractor offered substantial gifts or gratuities to a School District official, employee, or agent whether in their official capacity or not;
- (v) Contractor becomes insolvent or seeks the protection of U.S. Bankruptcy laws; or
- (vi) Contractor has violated any other term or condition of the Contract and fails to remedy such violation or take substantial steps to remedy such violation after thirty (30) days prior written notice from the School District.

Termination of the contract shall not preclude the School District from pursuing any and all remedies available to it at law or at equity. Any termination by the School District, whether for

ATTACHMENT C

default or otherwise, shall be without prejudice to any claims for damages or other rights of the School District against Contractor.

The School District shall have the right to audit all elements of any termination claim and Contractor shall make available to the School District on request all books, records, and papers relating thereto. Contractor shall be paid only for the performance of work up to the date of termination if the School District exercises its right to terminate. The School District shall be entitled to recover its attorney fees and expenses in any successful action by the School District to enforce this Agreement.

Contractor shall have the right to terminate the Contract if the District has violated any material term of this Contract and fails to remedy such violation or take substantial steps to remedy such violation after thirty (30) days prior written notice from the School District.

(b) Without Cause.

The District may unilaterally terminate the Contract for any or no reason, in its sole and exclusive discretion upon sixty (60) days written advance notice to Contractor. Contractor shall submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim.

14. BOARD POLICIES AND DISTRICT RULES.

Contractor shall at all times keep all employees informed of applicable Board of Education policies and School District rules and regulations. Contractor shall regularly update its employees concerning changes any and all changes affecting or relating to the provision of the Services.

15. COMPLIANCE WITH LAWS AND REGULATIONS.

During the entire term of the Contract, Contractor and its employees shall comply with all School Board policies, Federal, State, and local laws, statutes, ordinances, rules and regulations and all laws and regulations of the State of Illinois, including, but not necessarily limited to, the School Code, and the rules and regulations of the Illinois State Board of Education and Illinois Secretary of State.

Contractor also represents and warrants that all food products and food-service related products shall be and shall remain in compliance with all applicable Federal, State, and local laws and regulations including, but not necessarily limited to the following:

(a) Buy American. Contractor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a good product processes in the United States substantially (at least 51%) using agricultural commodities produced in the United States. Contractor shall certify the percentage of United States content in the products supplied to the School District. The School District reserves the right to review purchase records, nutrition fact labels, and any other related documents to ensure compliance with the Buy American provision (7 C.F.R. 210.21).

ATTACHMENT C

In the event that a product is not produced or manufactured in the United States; the cost of the United States produced product is significantly higher than foreign products; and/or the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, Contractor shall provide reasonable notice to the School District in advance of the product purchase. The School District reserves the right to reject such product purchases or issue approval of such product purchases on a case-by-case basis.

(b) Child Nutrition Label. If a Child Nutrition (“CN”) label is required on a product, Contractor shall ensure that product has a current, valid CN label affixed.

(c) Hazard Analysis and Critical Control Point. The School District reserves the right to require that Contractor have in place an effective Hazard Analysis and Critical Control Point (“HACCP”) based food-safety plan to ensure that adequate safety procedures are identified, documented, maintained and reviewed on the basis thereof.

(d) Food Recall. Contractor shall comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Contractor shall have a process in place to effectively respond to a food recall; the process must include timely communications to the School District and assurance that unsafe products are identified and removed from the District’s sites in an expedient, effective, and efficient manner. Contractor shall maintain all paperwork required for immediate and proper notification of recalls and make such paperwork available to the District upon request.

Contractor shall regularly update its employees concerning changes in the law affecting or relating to the provision of the Services.

16. INDEPENDENT CONTRACTOR.

During the term of the Contract, Contractor will provide the Services as an independent contractor and not as an agent or employee of the School District. Nothing contained in the Contract may be construed to create an employment arrangement between the Contractor and the District; create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement other than as expressly granted in this Agreement. Contractor is responsible for its own operation. Contractor must exercise control over its employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and employment eligibility, for the payment of any wages, salaries, or other remuneration of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment or workers compensation, Social Security, pensions, or annuities that are imposed as a result of the employment of the Contractor’s employees, agents, representatives, subcontractors, and suppliers. Contractor must not pledge credit, incur any obligation or liability, hire any employee, nor purchase any merchandise or services in the name of the District. Unless otherwise provided in this Contract, all costs, charges, and expenses incurred in connection with Contractor’s performance of this Agreement must be borne by Contractor.

17. FORCE MAJEURE.

ATTACHMENT C

In the event Contractor's performance of the Contract is temporarily interrupted due to an act of God, civil disturbance, labor dispute or strike, government act, regulation or executive order, or for other cause not chargeable to Contractor then, in lieu of any other remedy, the School District shall have the right and option to employ CNA and DSPs as needed for the duration of such interruption in order to provide the Services contemplated herein. During such time the District shall keep accurate accounts of the services performed by it as if performed pursuant to the Contract, and of all expenditures made by the District for such services. The District shall continue to pay to Contractor for the duration of such interruption, such amounts as would otherwise be due under the Contract, less the amounts of its expenditures and costs.

18. UNKNOWN SITUATIONS.

Throughout the term of the Contract, situations may arise which have not been addressed herein. Such situations shall be negotiated between Contractor and the School District in good faith and then become a part of the legal and binding contract between the two parties.

19. FREEDOM OF INFORMATION ACT COMPLIANCE.

The School District is required by law to comply with the provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") as amended from time to time. FOIA requires the School District to provide, if requested to do so by any person, copies of documents that may be in Contractor's possession and related to this Contract. Contractor agrees to and shall provide to the School District copies and all such documents when directed to do so by the School District. All such documents shall be delivered to the School District's Legal Department NO LATER THAN five (5) working days after the date of the School District's direction to provide such documents. Failure of 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 School District to Contractor which shall be paid immediately by Contractor upon demand of the same by the District.

20. RECORD-KEEPING.

(a) **Records.** Contractor shall establish and maintain a reasonable accounting system that enables the School District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to this Contract ("Records"). Such Records shall include, but not be limited to, accounting records, written policies and procedures; 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; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; training records; and correspondence. In addition, without limiting the foregoing, Contractor shall maintain a record of training of its employees including the nature and extent of training, a record and copy of required employee licenses for operation of vehicles and equipment and shall produce such records upon demand by the School District.

(b) **Retention.** Notwithstanding any other provision in this Contract to the contrary, the Contractor shall, at all times during its performance of this Contract and for a period of three

ATTACHMENT C

(3) years after the termination of the Contract, maintain Records, together with all supporting or underlying documents and materials. Contractor shall upon written request by the School District at any time or times, whether during or after termination of the Contract, and at Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the School District. The Records shall be made available to the School 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 School District including the School District offices. Upon expiration of the retention period specified in this paragraph, prior to destruction of the Records, Contractor shall provide not less than thirty (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 School District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. Contractor shall ensure the School District's right to access and audit the Records in the possession of, created or maintained by Contractor and its agents and representatives. Contractor shall notify in writing its agents and representatives of the requirements of records, retention and audit as set forth in this Section. Any and all contracts or agreements between Contractor and any other party related to this Agreement shall expressly include the records retention and audit provisions of this Section.

(c) **Audit.** The School 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 Contractor, its agents and representatives. Cost of any examination or audit of Records conducted by the School District will be borne by the School District (excluding any cost to produce Records under Section (b) above), except where the examination or audit identifies overpricing or overcharges (of any nature) by Contractor to the School 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 School 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 or representatives, Contractor shall pay all costs of the examination or audit; and if paid by the School District, reimburse the School District for all such costs. In the event Contractor fails to pay such costs within thirty (30) days of demand by the School District, the School District may offset any such costs unpaid by Contractor from any balance due Contractor by the School District or at the election of the School 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.

(d) **Records Ownership and Security.** Contractor hereby acknowledges and agrees that all records, information and documents, whether in electronic or written form or otherwise, received by Contractor from the School District or otherwise obtained or received by the Contractor, its employees, agents and representatives during or in conjunction with performance of this Contract and all records, whether in electronic or written form or otherwise, created by Contractor in performance of its obligations under the Contract ("Records") shall be and remain owned by the School District. Contractor shall use all reasonable and timely means to protect and preserve all such records and to deliver the same to the School District upon demand. The Records are subject to access and examination by the School District and any federal agency with relevant responsibility for any federal grant funds providing funding for this Contract. Contractor shall

ATTACHMENT C

cooperate and produce the Records for inspection and examination by any governmental agency, including the School District, providing funding for the Contract.

(e) **Confidentiality.** The Records and all documents and information received, accessed or observed by Contractor in performance of this Contract shall be and remain confidential. In the performance of its obligations under this Contract, Contractor may acquire access to certain information, including but not limited to, information concerning students and/or school personnel, and other confidential and/or proprietary information, including the Records (collectively, "Confidential Information"). Contractor will not, absent court order issued by a court of competent jurisdiction, without the prior written consent of the School District, and regarding student record information, without the express prior written consent of the parent/guardian, disclose, re-disclose or make available to anyone, at any time, either during Contractor's engagement with the School District or following termination of this Agreement, for any reason whatsoever, any of the Confidential Information. The provisions of this Section shall survive the termination of this Contract.

21. **ASSIGNMENT.**

Contractor 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, without the School District's prior written consent.

22. **NOTICES.**

All notices or communications required or permitted by the Contract Documents shall be in writing, unless otherwise expressly provided in the Contract Documents, and shall be considered delivered:

- (a) Upon receipt, when personally delivered; or
- (b) Five (5) days after deposit in the U.S. Mail with proper postage, certified mail, return receipt requested.

Notices shall be provided at the following respective addresses, unless changed in writing by either party:

To the School District:

District No. 205
Attn: Superintendent
501 7th Street
Rockford, IL 61104

With copies to:

District No. 205
Attn: General Counsel
501 7th Street

To Contractor:

With a copy to:

ATTACHMENT C

Rockford, IL 61104

and

Thomas J. Lester
Hinshaw & Culbertson LLP
100 Park Avenue
Rockford, IL 61101

23. NO WAIVER.

The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

24. SEVERABILITY.

If any provision or provisions of this Contract shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, shall not, in any way, be affected or impaired thereby and shall remain in full force and effect.

25. GOVERNING LAW.

This Contract shall be subject to and interpreted under the laws of the State of Illinois.

26. ENTIRE AGREEMENT.

This Contract together with its attachments, constitutes the entire agreement between the Parties, supersedes all previous agreements, written or oral, and there are no understanding, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date indicated above.

**ROCKFORD PUBLIC SCHOOLS,
DISTRICT NO. 205**

By: _____

— President, Board of Education

ATTEST:

Secretary, Board of Education

By: _____

— Its: _____

ATTEST:

- Its: _____

DRAFT

ROCKFORD PUBLIC SCHOOLS REQUIRED RFP FORMS CHECK LIST

Listed below are the REQUIRED forms all Respondents are REQUIRED to submit with sealed Proposals on or before the RFP due date and time. Failure to submit ALL required forms may result in Respondent being deemed non-responsive. FOR PURPOSES OF AN RFP, ALL REFERENCES IN REQUIRED FORMS TO BID SHALL MEAN PROPOSAL, ALL REFERENCES TO BID SHALL MEAN RFP AND ALL REFERENCES TO BIDDER SHALL MEAN RESPONDENT.

Required Forms	Yes	Comments
Proposal 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"/>	
Bidder's Certification	<input type="checkbox"/>	
Certified Cleared Employee List (If Included)	<input type="checkbox"/>	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
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.
Vendor Entry Form/W-9	<input type="checkbox"/>	

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

<input type="checkbox"/> Performance Bond (100% of Contract)	
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ROCKFORD PUBLIC SCHOOLS

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 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled Statutes.

Authorized Agent

Contractor

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 American (ASIAP)

☐ Asian Indian (ASIAI) American

☐ Other, please identify:

☐ Woman Owned (W)

☐ Disabled Owned (D)

The offeror has ☐/ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned 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 _____

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.arinet.gov/>.
 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
-

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

CERTIFICATE REGARDING LOBBYING

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

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

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

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

OFAC Compliance

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid 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

Bid Number

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

ROCKFORD PUBLIC SCHOOLS**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 bid 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 bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid 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

Print the Name of the Vendor’s Authorized Representative

Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

The undersigned Bidder certifies that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Bidder, 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.

The undersigned Bidder 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)

Bidder or authorized agent (Signature)/Date

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)

Bidder or authorized agent (Signature)/Date

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)

Bidder or authorized agent (Signature)/Date

NO SMOKING/NO TOBACCO

District are smoke free facilities. Bidder agrees that it and its employees will abide by the District's no smoking/no tobacco use policy (including snuff, electronic cigarettes and e-vapor products) at all times while on District grounds.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

DRUG FREE WORKPLACE

Each Bidder, if having twenty-five employees or more, does hereby certify, 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)

Bidder or authorized agent (Signature)/Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. Bidder has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of an award will create a binding Contract; subject to any District requirement for a formal written contract.
2. The undersigned is an 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. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 - Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
4. Bidder is the following type of business entity: ☐ Corporation
 ☐ Partnership
 ☐ Sole Proprietor

Bidder is qualified to conduct business in the State of Illinois and is in good standing.

5. Bidder confirms it operates in compliance with HIPAA all other applicable legal requirements.
6. 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.
7. All figures and responses submitted on the Bid Offer Form are true, complete, and accurate. All documents attached to and submitted with the Bid Offer Form are true, complete, and authentic.
8. Bidder's current financial statement is attached, which has been certified by a Certified Public Accountant or is authenticated by Bidders signature on this form as true, complete and accurate.
9. The 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)

Bidder or authorized agent (Signature)/Date



Vendor Entry Form

FOR INTERNAL USE:

☐
New Vendor
☐
Update Vendor
Reason for Entry/Change (required): _____

Type of Entry (required):

☐
Business
☐
Payroll
☐
Student/Parent
☐
Reimbursement External
☐
Reimbursement Internal
☐
Referee/Sports Official
☐
Other _____
☐
W-9 Attached

W-9 should be included with all new vendor entry requests for payment. Reimbursements or internal record requests do not require a W-9 attachment but must include SSN after vendor name. All vendor entry requests will be entered but will remain inactive until required info/W-9 is provided.

Entry Information:

Vendor Affiliation:
☐
CORP
☐
PARTNERSHIP
☐
SOLE/IND
☐
LLC (Indicate type below)
☐
TRUST
☐
OTHER _____
☐
C-Corp
☐
S-Corp
☐
Woman-owned
☐
Minority-owned
☐
Veteran-owned
☐
Disabled
☐
P-Corp

Single owner LLC select
Sole Proprietorship above.

Vendor Name/Business Name: _____

SSN _____

Address 1: ☐ Location/Mailing ☐ Billing/Payment ☐ Other _____

Address 2: ☐ Location/Mailing ☐ Billing/Payment ☐ Other _____

Phone: Primary/Cell: _____

Orders/Cust Service: _____

Billing/Payments: _____

Fax(s): _____

Email(s): _____

Contact Person/Rep Name and Contact Information: (include special order/payment instructions)

* Please return completed form and required attachment(s) to purchasing@rps205.com.