

ROCKFORD BOARD OF EDUCATION

INVITATION TO BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205 ROCKFORD, ILLINOIS

IFB No. 19-02 Pizza

DATE: July 10, 2018

OFFERS WILL BE RECEIVED UNTIL: TUESDAY, JULY 31, 2018 AT 2:00 P.M. (CDST or CST)

RE: Invitation for Bid (IFB) No. 19-02 Pizza. The purpose of this Invitation to Bid is to solicit bids for hot pizza to be delivered District-wide.

IFB Opening: Tuesday, July 31, 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 IFB 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 bidding 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 IFB, 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, Bidders may not contact any District staff other than the Director of Purchasing. Inquiries which result in a change to the IFB 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 INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205 ROCKFORD, ILLINOIS

IFB No. <u>19-02 Pizza</u> Date: <u>July 10, 2018</u>

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM (CDST) on Tuesday, July 31, 2018

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

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

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

b.) Bids to be addressed as follows: Rockford Public School District Purchasing Department

501 Seventh St., 6th Floor Rockford, IL 61104

Attn: Purchasing Department

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

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

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

Bids will be awarded to the lowest responsible Bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to select the bid 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 Bidder's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Bidder agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this bid and to the performance of the Contract in the event the Bidder is awarded the bid. 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 IFB and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Bidder by submitting a bid 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 Bids, Bid Offer Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals and certifications.

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

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

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Substitute or "as equal" items <u>may</u> be submitted with all supporting documents in advance of the bid 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 will be placed in an addendum to the IFB and issued by the District prior to the bid due date.

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

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

Any interested party, including all Bidders, may examine the bid summary after bids have been opened and awarded by the Board of Education. Bid 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. Bid recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor's signature on this Bid Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the bid.

Please address all questions relative to any bid 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 bid due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the IFB is issued it will be issued via addendum to the bid 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 bid prior to the closing date, other than in writing to the Purchasing staff provided above. Any violation of this condition may result in a Vendor being considered non-compliant and ineligible for award.

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED, FAILURE TO COMPLY MAY RESULT IN DISOUALIFICATION 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 BIDS FORM:

Address			Name of Firm
	City & State	Zip	Signature of Authorized Representative
Area Code	Te	lephone Number	(Federal Employer Identification) Or Social Security Number (See Specifications for Determination)

SEALED BID PROPOSAL

BID NO.: 19-02

OPENING DATE: TUESDAY, JULY 31, 2018

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

DESCRIPTION: Pizza

ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

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

LATE OFFERS CANNOT AND WILL NOT BE ACCEPTED!

GENERAL TERMS AND CONDITIONS

- "District" means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.
- "IFB" means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.
- "Bidder" means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders who may also be referred to as "Contractor".
- **1. BID OPENING.** Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District's possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.
- **2. BID PREPARATION**. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, a valid email address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature. **A checklist of required forms is included in the IFB and its use by the Bidder is recommended.**
- **3. BID ENVELOPES**. Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope. **Use of the Bid Label included in the IFB is recommended**.
- **4. ERRORS IN BIDS**. Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern and bind Bidder.
- **5. RESERVED RIGHTS**. The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the IFB. The District reserves the right to waive any minor informality or defect in any IFB and bid. Unless otherwise specified, the District will award a bid or reject bids within 90 days of the date of bid opening. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.
- **6. INCURRED COSTS.** The District will not be liable for any costs incurred by Bidders in responding to an IFB.
- **7. AWARD.** The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party provided, the District at its discretion may elect to require a formal written contract in which event the

GENERAL TERMS AND CONDITIONS

binding contract is not formed until the written contract is signed.

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

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

Option year pricing, if any, may include price increases as stated in the bid specifications.

- **9. DISCOUNTS**. Prices quoted must be net after deducting all trade and quantity discounts.
- **10. SPECIFICATIONS**. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Substitute or "as equal" products may be submitted to the Purchasing Department not less than 5 days prior to the opening date of the IFB along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Bidder by submission of a bid is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute is equivalent to and meets the standard of quality and salient characteristics indicated by the referenced brand name and number.
- 11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, IFB number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.
- **12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**. Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes to the IFB may only be made by the issuance of an addendum by the District. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the offer.
- **13. INDEMNIFICATION**. The Bidder agrees to indemnify and hold harmless the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois according to the terms and conditions of the Hold Harmless Agreement included in the IFB and signed by Bidder.
- **14. DEFAULT**. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District

GENERAL TERMS AND CONDITIONS

shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

- **15. INSPECTION**. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.
- 16. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Bidder further warrants, if installation of product or materials is included in the bid, that installation shall comply with manufacturer's instructions, or if none, in accordance with industry best practice. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance of delivery shall not relieve the Bidder of its responsibility.
- 17. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and any regulations of the Illinois State Board of Education and Regional Office of Education, Winnebago-Boone County region, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.
- **18. ROYALTIES AND PATENTS**. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.
- **19. COMPLIANCE WITH LAWS AND REGULATIONS**. Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION FOR CAUSE.

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

GENERAL TERMS AND CONDITIONS

- shall not preclude the District from pursuing any and all remedies available to it at law or at equity.
- **c.** Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.
- d. The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.
- **21. TERMINATION WITHOUT CAUSE**. Unless otherwise specified in the Invitation for Bid, a contract resulting from award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.
- **22. ASSIGNMENT**. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.
- 23. FORCE MAJEURE. The obligations of the Bidder to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Bidder obligated to perform ("Force Majeure Event"). In the event that the Bidder ceases to perform its obligations under any contract formed by award of bid due to the occurrence of a Force Majeure Event, the Bidder shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Bidder's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.
- **24. BID CERTIFICATION**. The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.
- **25. MODIFICATIONS**. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.
- **26. ADDENDA**. If it becomes necessary to revise any part of the IFB, a written addendum will be issued by the District and posted on the District webpage and may also be posted with Demandstar. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.
- **27. BINDING EFFECT**. The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.
- **28. EQUAL OPPORTUNITY EMPLOYER**. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

SUPPLEMENTAL TERMS AND CONDITIONS

- 1. INTENT. It is the intent of these specifications that the Rockford School District No. 205 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by the Statutes and Regulations of the State of Illinois, applicable Federal Statutes and Regulations, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
- 2. **EVALUATION CRITERIA.** Although price is a consideration in the award of bids, this award will not be based on price alone. This solicitation for bids will evaluated utilizing the following criteria, but not in any prescribed order.
 - a. Price
 - b. Adherence to these specifications
 - c. Ordering and delivery
 - d. Quality of services
 - e. Contractor past performance
 - f. Service
 - g. Review of references
 - h. Rebate program (if applicable)
 - i. Financial Stability of Firm (provide a copy of your firm's most recent annual report, if requested)

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

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

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

- 4. **RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX.** The Bidder acknowledges and understands that any bid for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2).
- 5. **TERMINOLOGY.** "Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Bidder" shall mean the individual, firm, or corporation submitting a bid to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a bid by the District. "Contract" shall mean an awarded bid and resulting contract.
- 6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be submitted to the Director of Purchasing in writing only (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiry is not accepted The District decision shall be conclusive and binding for all parties involved. No advantages

SUPPLEMENTAL TERMS AND CONDITIONS

shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

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

SUPPLEMENTAL TERMS AND CONDITIONS

shall maintain insurance at or above the limits specified, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least thirty (30) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached Specifications. In the event of such expiration or decrease, the 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. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them. The insurance required by this section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this section shall meet the minimum limits established in Section 12-707.01 of the Illinois Vehicle Code, 625 ILCS 5/12-707.01, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

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

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability **	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1.General Aggregate- Property	\$5,000,000
2. General Aggregate – Per project	\$3,000,000
3.General Aggregate - Products/ Completed	\$3,000,000

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Comprehensive Auto Liability	\$5,000,000 bodily injury and property damaged combined \$150,000 per person, \$500,000 aggregate
Uninsured Motorist Coverage	
Fire Legal Liability (any one fire)	\$100,000
General Umbrella Excess Liability	\$3,000,000 - \$5,000,000*
** Business Auto Liability ****	\$1,000,000

^{*} Minimum \$3,000,000.00; maximum \$5,000,000.00 as prescribed in the Bid documents.

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

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

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

- 15. **METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.
- **16. GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.
- 17. SCHEDULE OF AWARD. In order that Bidders may more accurately complete a bid, it is anticipated that the Board of Education will consider the award on this IFB within 60 days of the date of bid opening; the successful Bidder(s), if any, will be notified immediately thereafter.
- **18. WITHDRAWING OF BIDS.** No bid may be withdrawn by a Bidder after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).
- 19. VALIDITY OF PRICES. All bid prices must remain valid and firm on awarded bids until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.
- 20. **PERIOD FOR ACCEPTANCE OF BIDS.** In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s),

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

^{****} Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

SUPPLEMENTAL TERMS AND CONDITIONS

within the time specified in the solicitation.

- 21. **COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
- **22. INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
- 23. **SIGNATURES.** It is required that the Bidder's signature appears on ALL the following forms:
 - a. Second page of General Conditions and Instructions for All Bids Form
 - b. Bid-Rigging Certification
 - c. Minority and Women Owned Business Form
 - d. Certification Regarding Debarment Form
 - e. Certificate Regarding Lobbying Form
 - f. OFAC Compliance Form
 - g. Vendor Conflict of Interest Disclosure Form
 - h. Form W-9 Department of the Treasury Internal Revenue Service
 - i. Bidder's Certifications
 - j. Bid Offer Form
 - k. Other forms specified in the IFB
- 24. PAYMENT. Payment on proper invoices submitted by contractor will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after invoice approval by the District. THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT. (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.
- 25. WORK CHANGES. Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
- 26. SAFETY CODES. It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of Winnebago, Illinois.
- 27. QUANTITIES. After bids have been evaluated, the District reserves the right to increase or decrease quantities as stated on the bid for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
- 28. BID. Bidders must return the following when submitting a sealed bid:
 - a. Second page of General Conditions and Instructions for All Bids Form
 - b. Bid-Rigging Certification
 - c. Minority and Women Owned Business Form
 - d. Certification Regarding Debarment Form

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- e. Certificate Regarding Lobbying Form
- f. OFAC Compliance Form
- g. Vendor Conflict of Interest Disclosure Form
- h. Form W-9 Department of the Treasury Internal Revenue Service
- i. Bidder's Certification
- i. Bid Offer Form
- k. Any required literature or information
- 29. CONTRACT. A response to this Invitation for Bid (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's IFB and any District issued and published addenda. Bids become contracts upon award to the successful Bidder by the Board of Education and no further documents need be executed; provided, certain IFBs may require, in the discretion of the District, the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.
- 30. **TERM OF CONTRACT.** Resultant contract period shall be from the effective date of award through the termination date specified in the IFB plus any specified option terms. The District exercises an option term by written notice signed by the Director of Purchasing. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

31. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The District may unilaterally extend the term of this contract for an option year, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
- b. If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
- c. Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
- d. The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
- e. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

32. EVALUATION OF OPTIONS

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

SUPPLEMENTAL TERMS AND CONDITIONS

- **33. TEMPORARY CONTRACT EXTENSION.** The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.
- **34. ALTERNATE BIDS.** Alternate bids are not acceptable and will be rejected by the District. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Bidder may submit more than one bid providing that all such bids comply with the bid terms, conditions, and specifications.
- 35. PREVAILING RATE OF WAGE. It is required on this bid that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their bid that they will pay the prevailing rate of wage in this area (if applicable) for the particular type of labor, in accordance with State of Illinois statutes and the Illinois Department of Labor. If applicable, the Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this IFB. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to any authorized District's agent and any authorized agent of the Illinois Dept. of Labor.

The following clause shall be a part of this contract.

"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the prevailing rate of wage is available on the Department of Labor official website. Contractor is directed to such website. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Purchasing Department via email. the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, bidders will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

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

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

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

SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

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

39. RECORDS, RETENTION, AUDIT

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

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subcontractors of the requirements of records, retention and audit as set forth in this paragraph 44. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 44.

- c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.
- d. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 44b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

OUESTIONS

During the time the bid is in the <u>open solicitation and unawarded phase</u>, Bidders may not contact any District staff to inquire about the bidding process or any of the details contained in the Bid Package other than in writing directed to the Director of Purchasing (also via email: <u>PurchasingDeptStaff@rps205.com</u>). Verbal inquiries will not be accepted. <u>Communication with District representatives in a manner other than identified herein may result in disqualification.</u>

ROCKFORD PUBLIC SCHOOLS REQUIRED BID FORMS CHECK LIST

Listed below are the REQUIRED forms all bidders are REQUIRED to submit with sealed bids on or before the bid due date and time. Failure to submit ALL required forms may result in bidder being deemed non-responsive.			
Required Forms	Yes	Comments	
Bid Offer Form			
Bid Rigging Certification			
Minority and Women Owned Business Concern Representation			
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion			
Certificate Regarding Lobbying			
OFAC Compliance			
Vendor Conflict of Interest Disclosure Form			
Bidder's Certification			
Certified Cleared Employee List (If Included)		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		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			
Listed below are REQUIRED FORMS/DOCUM awarded the contract. Failure to submit forms I		hat must be submitted prior to starting work, if my result in project start delay.	

ROCKFORD PUBLIC SHOOLS

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 eith	Section 33E-3 (bid-rigging) or Section 33E-4 (bid
rotating) of the Illin	nois Criminal Code, contair	d 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.

Date _____

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 I	Box/Boxes		
☐ African American (AFR	AM) Caucasian (C	CAUC)	☐ Native American (NAAM)
☐ Hispanic American (HIS	P) □Asian-Pacific	American (ASI	AP)
☐ Other, please identify:	☐ Woman Own	ned (W)	☐ Disabled Owned (D)
 Ensure that Minor Consider contraction handle on its own might compete. Make information Owned Businesse 	or, if economically feasible, divide lar on contracting opportunities available s.	Businesses when ger requirements and establish de	urces. In an intended contract is too large for any one such firm to into smaller transactions for which such organizations livery schedules that encourage participation by Minority-e Minority Business Development Agency, as appropriate.
Company Name			Address
City		State	Zip
Phone #	Fax #		FEIN #
Signature of Company Of	ficial		Title

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street Springfield, IL 62777-0001

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

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

Organization Name	PR/Award Number or Project Name	
Name of Authorized Representative	Title	
Original Signature of Authorized Representative		

Instructions for Certification

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

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	_

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 pemployee(s), or RPS Board of Education member(s).	potential conflict(s) of interest with a current RPS
YES, the above statement is true.	
NO, the above statement is NOT true.	
If you checked "YES" above, please provide the following info	ormation:
List all the Name(s) of RPS employee(s), RPS Board of Education's family member(s) with whom there may be a conf	
1	_
2	_
3	_
Provide a brief description of the nature of the potential conflic	et(s) of interest:
SIGNATURE: By my signature below, I certify that I am the Authorized Reprinformation provided above by signor is true and complete to the	
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

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.

other person in reference to such bidd	ing.
	s that no person, firm, or corporation has, or will receive directly mission, 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 Clause and the Illinois Fair Employme	Bidder is in compliance with the Equal Employment Opportunity ent Practices Act.
Name of Bidder (Please Print)	Bidder or authorized agent (Signature)/Date
Section 2-105 of the Illinois Human R	Bidder has complied and will comply with the requirement of tights Act (775 ILCS 5/2-105) with respect to sexual harassment licable, are hereby incorporated into the Contract.
Name of Bidder (Please Print)	Bidder or authorized agent (Signature)/Date
	ler agrees that it and its employees will abide by the District's no ding snuff, electronic cigarettes and e-vapor products) at all times
Name of Bidder (Please Print)	Bidder or authorized agent (Signature)/Date
Illinois Drug-Free Workplace Act (30 employees engaged in the performance requirements of the Illinois Drug-Free	ployees or more, does hereby certify, pursuant to Section 3 of the ILCS 580/3), that it shall provide a drug-free workplace for all se of services under the Contract by complying with the e Workplace Act, and further certifies that it is not ineligible for sharment for a violation of the Illinois Drug-Free Workplace Act.
Name of Bidder (Please Print)	Bidder or authorized agent (Signature)/Date

BIDDER'S CERTIFICATIONS

GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

Name of Bidder (Please Print)

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.

Bidder or authorized agent (Signature)/Date



Vendor Entry Form

R INTERNAL USI	□ New Vendor □ Update Vendor
ason for Entry	/Change (required):
pe of Entry (requ	ired): Business Payroll Student/Parent
	Reimbursement External Reimbursement Internal
	Referee/Sports Official Other
	W-9 should be included with all new vendor entry requests for payment. Reimbursements or internal record requests do not request include SSN after vendor name. All vendor entry requests will be entered but will remain inactive until required info/W-9 is prov
	Entry Information:
Vandon Affilia	Entry Information:
Vendor Affiliat	The second secon
	TRUST OTHER C-Corp S-Corp
□ Woman-ow	ned \square Minority-owned \square Veteran-owned \square Disabled \bigcirc P-Corp Sole Proprietorship a
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/c\•	

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

HOLD HARMLESS AGREEMENT

The Board shall not be responsible for the acts or omissions of any Bidder and the Bidder's employees. The term Board and District, for purposes of this Agreement, shall mean and include the Board of Education and Rockford School District No. 205 Winnebago and Boone Counties, Illinois. **The undersigned Bidder agrees to defend, hold harmless and indemnify** the Board of Education and every Board member, officer, agent, attorney, servant or employee of the Board from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- a) Any injury to person or damage to property sustained by Bidder, its officers, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under any bid contract with the Board, except for such injury or damage wherein it is finally determined that the Board, its board members, officers, agents, attorneys, servants or employees were grossly negligent or committed willful misconduct:
- b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent or intentional act, default, error or omission of Bidder, its officers, agents, representatives, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under any bid contract between Bidder and the Board;
- c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Board, or any board member, officer, agent, attorney, servant or employee of the Board in connection with Bidder's performance or failure to perform under any bid contract with the Board.

Bidder at its own expense and risk shall defend any legal proceedings that may be brought against the Board, or any Board member, officer, agent, attorney, servant, or employee of the Board on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board, its Board member(s), or any officer, agent, attorney, servant, or employee of the Board arising out of any such claim or demand. The Board has and reserves the right to disapprove any attorney or law firm selected by Bidder to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding. The Board shall have the right to set off against any sums due Bidder under any bid contract with the Board the amount of any indemnity cost, expense and claim under this Agreement.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, arising from or relating to acts or omissions of Bidder and/or its employees or agents with regard to the personnel, services, materials and goods provided to the Board by Bidder under any bid contract with the Board, notwithstanding that Bidder may deem the same to be frivolous or without merit. It is intended that this Indemnity be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel, services, material and goods provided to the Board under any bid contract with Bidder; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty to the extent and wherein it is finally determined that the Board, its Board members, officers, agents, servants or employees were grossly negligent or committed willful misconduct which caused damage.

The provisions of this Hold Harmless Agreement shall survive termination of any bid contract with the Board.

Bidder:		
Print Name of Bidder's Authorized Representative		Print Title of Bidder's Authorized Representative
Signature of the Bidder's Authorized Representative		Date
This Agreement Subscribed and Sworn to before me this	day of _	, 20
Notary Public Commission Expires:		

CERTIFIED CLEARED EMPLOYEE LIST*

The unde	rsigned			, a vendor, supplier	, professional
services f	irm or contractor, hereby cer	tifies under	oath as follows:		
Violent in the ap 2- that s and their 3-the un	minal history records check, a Offender Against Youth Data ppropriate box in accordance such employees have not been are name does not appear on the indersigned is an owner (if so this document binding the united the control of the	with 105 IL convicted of e noted Dat le proprieto	has been conducted for CS 5/10-21.9 (the Act) of any of the enumerated abases; and	all employees as indic ; and d criminal or drug off	enses listed in the Act
NO	T A CUE NIA NUTE	MI		CRIMINAL	DATABACEC
NO.	LAST NAME	M.I.	FIRST NAME	HISTORY	DATABASES
By:		1 1	-		
This certi	ficate Subscribed and Sworn	to before m	e this day of	, 20	
Notary P	ublic				
•	ion Expires:		Vendo	or Cert. Employee Lis	t No

^{*}check if not applicable. See Supplemental Terms and Conditions section 36.

1. Glossary:

- a. **Child Nutrition (CN)** The Food and Nutrition Service administers several programs that provide healthy food to children including the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, Summer Food Service Program, Fresh Fruit and Vegetable Program, and Special Milk Program.
- b. **CN Label** The USDA, Child Nutrition (CN) Labeling Program provides food manufacturers the option to include a standardized food crediting statement on their product label.
- c. **CPI-U** U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items
- d. **NSLP** The National School Lunch Program is a federally assisted meal program operating in public and nonprofit private schools and residential child care institutions.
- e. **Product Formulation Statements/Other Documentation** When purchasing a processed product without a CN Label, a program operator may request a signed Product Formulation Statement on manufacturers' letterhead that demonstrates how the processed product contributes to the meal pattern requirements.
- **2. Purpose:** Vendor(s) will supply and deliver fresh, hot pizza for the District's School Nutrition Program. Vendor(s) must be able to provide delivery to the four (4) high schools, seven (7) middle schools, twenty-nine (29) elementary schools, and four (4) early childhood schools. Up to two deliveries per month at the early childhood, elementary and middle schools and two deliveries per month for the high schools will be split evenly between the awarded vendor(s).
 - a. 2017-18 School Year Data
 - i. Volume: 33,400 pizzas
 - ii. Deliveries: 1,225 evenly distributed between the awarded vendors
 - iii. Attachments:
 - A. 2017-18 Delivery Schedule
 - B. 2017-18 Delivery Locations
 - C. 2017-18 Lunch Periods
 - b. 2018-19 schedules may change
 - c. School calendars shall be furnished to the vendor(s) awarded the contract. Verifying that schools are open during severe snow storms, or other forms of inclement weather is the responsibility of the vendor.
 - i. In the event of school closure, the delivery will be cancelled.
- **3. Product Specifications:** Only those products that conform to the requirements in accord with this bid and applicable Federal, State and local laws and regulations governing Child Nutrition Programs should be submitted as responsive to this bid; products below stated specifications will not be accepted. Products must meet or exceed the following specifications:
 - a. **Size:** Must be 14" round whole pizza.
 - b. **Pre-cut:** Pizzas delivered to all schools must be pre-cut into eight (8) *evenly portioned* slices.
 - c. NSLP Child Nutrition Meal Requirements:

- i. **Grain Items:** Acceptable grain items must include 50% or more whole grains by weight, or have whole grains as the first ingredient.
- ii. **Total Fats:** Acceptable food items must have less than or equal to 35% from total fat as served.
- iii. **Saturated Fats:** Acceptable food items must have less than 10% calories from saturated fat as served.
- iv. **Trans Fats:** Acceptable food items must have zero grams of trans fat as served (less than or equal to .5 g per portion).
- v. **Sugar:** Acceptable food items must have less than or equal to 35% of weight from total sugar as served.
- vi. **Sodium:** Acceptable food items must have less than or equal to 480 mg sodium per item as served, including any accompaniments.
- vii. **Calories:** Acceptable food items must have less than or equal to 350 calories per item as served including any added accompaniments.

d. NSLP Child Nutrition Meal Contribution:

i. Each serving (8 cut slice) must contribute a minimum of 2 oz. meat/meat alternate and two (2) servings bread/bread alternate.

e. Ingredients:

i. Cheese: 100% real (no imitation) cheese

ii. Crust: Thick crustiii. Sauce: Red sauce

iv. Pepperoni: Whole slices

- f. **Proof of Quality and/or Adherence to Specifications:** If the product deviates from specifications or is found to be inferior, the Vendor shall be given notice to pick up the product and issue credit to the District.
- g. **Product and Nutritional Analysis:** Vendor must provide District with complete nutritional analysis for every product served. Failure to provide this information may disqualify the bid.
 - i. Bidder must provide a CN label or Product Formulation Statement

4. Delivery Specifications:

- a. Vendor must deliver as specified by the District and must make as many deliveries each day to ensure students are receiving fresh, hot pizza.
- b. Pizza must be delivered no more than thirty (30) minutes prior to the beginning of each lunch period. Orders shall be communicated to the Vendor by the designated authorized employee(s), one week prior to delivery. Changes are to be accepted up to 4:00 p.m. on the day prior to delivery. Orders may be adjusted slightly after each lunch period by calling the Vendor's designated authorized employee(s).
 - i. The Vendor shall be notified of any nutrition program time changes at the school by the designated authorized employee(s), as soon as possible.
- c. Drivers shall be required to deliver food to appropriate areas; however, they are not expected to place items on the shelves of heating/holding equipment.

- d. Vendor must bid and serve any/all sites specified by the District. Vendor must supply a list indicating school name and restaurant serving each school, restaurant manager's name, restaurant address, email address, and telephone number.
- e. Product must be delivered cooked and "ready-to-eat", boxed, and in insulated containers designed to maintain proper temperatures. Product must arrive at a minimum internal temperature of 140 degrees Fahrenheit. Insulated containers must be able to maintain the minimum internal temperature of 140 degrees Fahrenheit until anticipated time of service.
- f. Vendor shall supply school with two (2) legible copies of all delivery receipts, signed by the appropriate cafeteria personnel.
- g. Vendor must accept return of all products deemed unacceptable by District Representative or any product not delivered within specified time and/or temperature.
- **5. Invoices:** Invoices will be honored if signed by an authorized employee of the Nutrition Services Department.
 - a. Vendor must supply a sample of an invoice.
 - b. Authorized product substitution must be billed at bid pricing.
 - c. Vendor must designate a contact for account and/or invoicing purposes.
 - d. Invoices will consist of dated delivery tickets to each delivery location.
 - e. A twice-monthly summary of purchases will be emailed to the Nutrition Services Office no later than five working days after the period ends; Excel file preferred.
 - i. RPS invoicing periods:
 - 1. 1st through 15th of each month.
 - 2. 16th through last day of each month.
- 6. Samples: Samples of the specified product must be brought in for evaluation. Vendors shall provide two (2) hot pizzas, packaged in your company's pizza box (as it would be delivered to our schools); one cheese and one pepperoni. Samples received must be at a minimum internal temperature of 140 degrees Fahrenheit. Deliver to: Nutrition Services Department, Rockford Board of Education, 501 7th Street, Room 506, Rockford, IL 61104. Samples must be received by the date and time specified for bid opening, with the understanding that the contract will be awarded after full consideration is given to the best overall quality, price, and student acceptability of the items.
 - NOTE: Samples submissions are to be separate from the Bid submissions. Bids are to be submitted as described in: GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS.
- **7. Product cost:** Product cost must reflect wholesale cost, less any commodity allowance, and net product cost.

8. Annual Price Adjustments

a. This contract shall be effective from the award date through June 30, 2019 plus four (4) one-year option periods. Vendor agrees to hold firm the prices offered through June 30, 2019.

- b. For each subsequent twelve (12) month period thereafter, and upon a minimum of sixty (60) days advance written notice to the District, Vendor may increase the price no more than the percentage change in the *U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items*, in effect during the previous twelve (12) month period. In the event of any price decrease during the term of this contract, Vendor will reduce the price by the same percentage reduction as such prices decrease.
- c. If no price changes are submitted, the District will assume current prices are firm for the next 12 months.
- **9. Contract Term:** The initial contract term shall be for the 2018-19 school year effective on the contract award date 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 vendor.
 - a. Initial Term: Award date to June 30, 2019
 - b. OPTION YEARS:
 - 1. July 1, 2019 to June 30, 2020
 - 2. July 1, 2020 to June 30, 2021
 - 3. July 1, 2021 to June 30, 2022
 - 4. July 1, 2022 to June 30, 2023
- **10. Termination:** The District reserves the right to terminate the contract within 24 hours of written notice to the vendor for the following reasons:
 - a. Service inconsistency (early/late/ no-show)
 - b. NSLP (National School Lunch Program) violations of agreement
 - c. USDA violations
 - d. Local health code violations
 - e. On-going temperature violations
 - f. Product quality and/or portion control issues
 - g. Any unauthorized product substitution
- 11. Reservation of Rights: The District reserves the right to add additional schools or sites to this contract. Services will be provided for these schools or sites for the time periods as specified. All contract terms and conditions will apply to these additional schools or sites. The District also reserves the right to delete schools or sites from this contract. In addition to the above listed criteria, bids will be evaluated on the basis of advantages and disadvantages to the District that might result from making more than one award. As such, the District reserves the right to award this bid to more than one vendor.
- 12. Health and Safety Standards: District reserves the right to inspect production sites at any time with prior notice to the Vendor. District may also refuse a bid if there is doubt of Vendor's ability to provide the services as stated.
 - a. Vendor must submit current health inspection evaluation reports for all sites producing products for District.
 - i. The District reserves the right to request current health inspection evaluation reports throughout the duration of the contract.

Pizza Specifications Check List				
Section Reference	Requirement	Yes		
3.g	Nutritional analysis for all offered products			
5.a	Sample of invoice			
6	Product samples			
12.a	Health inspection evaluation reports			
Below	Product pricing form			

Item	Estimated Quantity	Unit	Description	Unit Cost
1	49,000	Each	14" Cheese Pizza, 8 slices	
2	6,000	Each	14" Pepperoni Pizza, 8 slices	
Total	35,000			

Vendor Name	Signature	
Date	Printed Name	

		1				1	1
	Conklin, Flinn MS,		Barbour, Dennis,				
	Gregory, Lathrop,		Eisenhower MS,				
	Marshall EL, Marshall		Hillman, Kennedy MS,				
	MS, McIntosh, RESA		Lewis Lemon,				
	MS, Riverdahl,	Bloom, Brookview, Ellis,	Montessori, Muhl				
	Roosevelt HS,	Froberg, Johnson,	Center, Rolling Green,	Davies Carlana	Cherry Valley,		
Date	Summerdale, Thompson, West View	Lincoln, Nashold, Spring Creek, Welsh, West MS	Washington, White Swan	Beyer, Carlson, Haskell, Kishwaukee	Fairview, Nelson, Whitehead	East, Guilford	Auburn, Jefferson
				ŕ		·	·
1-Sep	School Pizza	Papa Johns	Dominos	Papa Johns	Dominos	No	No
7-Sep	No	No	No	No	No	Papa John's	Domino's
12-Sep	No	No Calcad Diago	No Dana Jahara	No	No Dana Jahan	Domino's	Papa Johns
14-Sep	Dominos	School Pizza	Papa Johns	Dominos	Papa Johns	No David Jahra	No Dansin s/s
21-Sep	No No	No	No	No	No No	Papa Johns	Domino's
26-Sep		No ·	No No	No .		Domino's	Papa Johns
3-Oct	Papa Johns	Dominos	School Pizza	Dominos	Papa Johns	No	No
5-Oct	No	No	No	No	No	Papa Johns	Domino's
10-Oct	School Pizza	Papa Johns	Dominos	Papa Johns	Dominos	No	No
12-Oct	No	No	No	No	No	School	School
17-Oct	No .	No	No	No	No	Dominos	Papa Johns
26-Oct	Dominos	School Pizza	Papa Johns	Dominos	Papa Johns	School	School
31-Oct	No	No	No	No	No	Papa Johns	Dominos
9-Nov	Papa Johns	Dominos	School Pizza	Dominos	Papa Johns	School	School
16-Nov	No	No	No	No	No	Dominos	Papa Johns
21-Nov	School Pizza	Papa Johns	Dominos	Papa Johns	Dominos	No	No
30-Nov	No	No	No	No	No	Papa Johns	Dominos
5-Dec	No	No	No	No	No	Dominos	Papa Johns
7-Dec	Dominos	School Pizza	Papa Johns	Dominos	Papa Johns	No	No
14-Dec	No	No	No	No	No	Papa Johns	Dominos
19-Dec	Papa Johns	Dominos	School Pizza	Papa Johns	Dominos	No	No
22-Dec	No	No	No	No	No	School	School
9-Jan	School Pizza	Papa Johns	Dominos	Dominos	Papa Johns	No	No
11-Jan	No	No	No	No	No	School	School
16-Jan	Dominos	School Pizza	Papa Johns	Papa Johns	Dominos	School	School
25-Jan	No	No	No	No	No	Dominos	Papa Johns
30-Jan	No	No	No	No	No	Papa Johns	Dominos
6-Feb	No	No	No	No	No	Dominos	Papa Johns
8-Feb	Papa Johns	Dominos	School Pizza	Dominos	Papa Johns	No	No
13-Feb	No	No	No	No	No	Papa Johns	Dominos
20-Feb	School Pizza	Papa Johns	Dominos	Papa Johns	Dominos	No	No
22-Feb	No	No	No	No	No	Dominos	Papa Johns
27-Feb	No	No	No	No	No	Papa Johns	Dominos
6-Mar	Dominos	School Pizza	Papa Johns	Papa Johns	Dominos	No	No
8-Mar	No	No	No	No	No	Dominos	Papa Johns
13-Mar	No	No	No	No	No	Papa Johns	Dominos
22-Mar	Papa Johns	Dominos	School Pizza	Dominos	Papa Johns	School	School
3-Apr	School Pizza	Papa Johns	Dominos	Papa Johns	Dominos	School	School
12-Apr	No	No	No	No	No	Dominos	Papa Johns
17-Apr	No	No	No	No	No	Papa Johns	Dominos
19-Apr	Dominos	School Pizza	Papa Johns	Dominos	Papa Johns	No	No
26-Apr	No	No	No	No	No	Dominos	Papa Johns
1-May	Papa Johns	Dominos	School Pizza	Dominos	Papa Johns	No	No
3-May	No	No	No	No	No	Papa Johns	Dominos
10-May	No	No	No	No	No	Dominos	Papa Johns
17-May	School Pizza	Papa Johns	Dominos	Papa Johns	Dominos	School	School
24-May	Dominos	School Pizza	Papa Johns	Dominos	Papa Johns	School	School

ROCKFORD PUBLIC SCHOOLS 2017 - 2018

HIGH SCHOOLS

Auburn Main Campus 5110 Auburn Street (61101) 966-3300 (FAX 966-3911) Janice Hawkins, Principal	East High School 2929 Charles Street (61108) 229-2100 (FAX 229-2113) Peter Verona, Principal	Guilford High School 5620 Spring Creek Road (61114) 654-4870 (FAX 654-4901) Gus Carter, Principal	Jefferson High School 4145 Samuelson Road (61109) 874-9536 (FAX 921-0316) Don Rundall, Principal
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MIDDLE SCHOOLS

Eisenhower Middle School	Flinn Middle School	Kennedy Middle School	Lincoln Middle School
3525 Spring Creek Road	2525 Ohio Parkway (61108)	520 N. Pierpont Avenue	1500 Charles Street (61104)
(61107)	229-2800	(61101)	229-2400
229-2450 (FAX 229-2456)	(FAX 489-2725)	654-4880 (FAX 654-4874)	(FAX 229-2420)
Jeffrey Carlson, Principal	Randy Bay, Principal	Renneth Richardson, Principal	Jim Parker, Principal
Marshall School (Gr 5-8) 4664 North Rockton Ave (61103) 490-5400 (FAX 489-2644) Jill Faber, Principal	RESA 1800 Ogilby Road (61102) 489-5509 (FAX 966-5360) Ben Stover, Principal	West Middle School 1900 N. Rockton Avenue (61103) 966-3200 (FAX 489-2770) Maurice Davis, Principal	

EDUCATIONAL CENTERS

Wilson ASPIRE (SPED) 520 N. Pierpont Ave. (61101) 966-3770 (FAX 966-5297) Angela Rieke, Principal Regional Learning Academy 5949 Stafford Road Dave Sanders, Principal 227-8495	Roosevelt Comm. Ed. Center 978 Haskell Avenue (61103) Adult Ed 966-3251 (FAX 966-3105) Alternative HS 966-3250 (FAX 966-3178) Morgan Gallagher, Principal	Rosecrance School Program 1601 University Dr (61107) 387-2546 (FAX 997-1775)	Juvenile Detention 5350 Northrock Dr. (61103) 282-6878 (FAX 282-8161) (ILC) Innovative Learning Center 1907 Kishwaukee St. (61104) 977-3766 Ronald Lyford
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ACADEMIES & CHARTERS

Jackson Academy (K-8)	Galapagos Charter (K-4)	Galapagos Middle School (5-8)
(815) 316-0093	(815) 708-7946	(779) 368-0852
315 Summit Street (61107)	2605 School Street (61101)	3051 Rotary Road (61109)
Legacy School (K-11)		
4029 Prairie Road (815) 961-1100		

ADMINISTRATION

ADMINISTRATION BLDG.	WELCOME CENTER	EARLY CHILDHOOD	FAMILIES IN TRANSITION	TRANSPORTATION DEPT.
	(formerly known as	<u>PROGRAM</u>	<u>(F.I.T.)</u>	Sterling Holley Center
501 7 th Street (61104)	Student Assignment		Administration Building	2000 Christina Street (61104)
966-3000	Center)	Administration Building	Second Floor	966-3706 (FAX 966-3007)
(FAX-see Dept. Listings of	Administration Building	Second Floor	(815) 966.3140	Mike Slife, Exec Director
FAX numbers)	Second Floor	(815) 229-2103	(FAX) 972-3436	● Early Childhood – (815)
	(815) 967-8070	(FAX) 439-2610	Elmer Rice, Homeless	229-2103
	(FAX 489-2612)	Kim Nelson, Exec Dir	Advocate	● Special Ed — (815) 966-5273
	Kristina Reuber, Director			

ROCKFORD PUBLIC SCHOOLS 2017 - 2018

ELEMENTARY

Barbour Language Academy	Beyer School (Pre-K & 1-5)	Bloom School	Brookview School
(K-8)	333 15 th Avenue (61104)	2912 Brendenwood Rd. (61107)	1750 Madron Road (61107)
1506 Clover Avenue (61102)	966-3390 (FAX 966-3392)	229-2170 (FAX 229-2457)	229-2492 (FAX 229-2112)
966-3395 (FAX 967-8039)	Treveda Redmond, Principal	Heather Novak, Principal	Melanie Wiest, Principal
James Robinette, Principal			
Carlson School	Cherry Valley School (3-5)	Conklin School	Dennis School E. C.
4015 Pepper Drive (61114)	619 East State street	3003 Halsted Road (61101)	730 Lincoln Park Blvd
654-4955 (FAX 972-3447)	Cherry Valley, IL (61016)	654-4860 (FAX 654-4864)	(61102) 490-5410
Dave Nold, Principal	332-4938 (FAX 332-9661)	Sidney Graves, Principal	(FAX 966-3759)
	Vicki Kested, Principal		Jenny Keffer, Principal
Ellis Elementary School (K-5)	Fairview Early Childhood	Froberg School	Gregory School
222 South Central (61102)	512 Fairview Avenue (61108)	4555 20 th Street (61109)	4820 Carol Court (61108)
966-3909 (FAX 966-5266)	227-8400 (FAX 229-2445)	874-2464 (FAX 874-6228)	229-2176 (FAX 921-0303)
Taren Turner, Principal	Darcy Dunn, Principal	Christina Ulferts, Principal	Kristine Leider, Principal
Haskell Year-Round School	Hillman School	Johnson School	King School
515 Maple Street (61103)	3701 Greendale Drive (61109)	3805 Rural Street (61107)	Closed 6.30.2017
966-3355 (FAX 967-8040)	229-2835 (FAX 229-2807)	229-2485 (FAX 972-3485)	
Loree Leathers, Principal	Carolyn Kloss, Principal	Amber Miller, Principal	
Kishwaukee School	Lathrop School	Lewis Lemon School	Maria Montessori (at Marsh)
526 Catlin Street (61104)	2603 Clover Avenue (61102)	1993 Mulberry Street (61101)	2021 Hawthorne Drive (61107)
966-3380 (FAX 966-6372)	966-3285 (FAX 966-3713)	967-8000 (FAX 967-8027)	654-4906 (FAX 654-4909)
Aimee Kasper, Principal	Penny El-Azhari, Principal	Stephen Francisco, Principal	Candice Collins, Principal
McIntosh Elementary	Thurgood Marshall Elementary	Nashold School (Pre-K)	Nelson School
525 N. Pierpont Avenue (61101)	4704 N. Rockton (61103)	3303 20 th Street (61109)	623 15 th Street (61104)
966-3275 (FAX 966-8922)	966-3370 (FAX 966-3347)	229-2155 (FAX 229-2421)	229-2190 (FAX 489-2790)
Al Gagliano, Principal	Jessica Powell, Principal	Erin Salberg, Principal	Rene Mandujano, Principal
Riverdahl School (K-5)	Rolling Green School	Spring Creek School	Summerdale Early Childhood
3520 Kishwaukee Street (61109)	3615 Westgate Parkway (61108)	5222 Spring Creek Road (61114)	3320 Glenwood Avenue (61101)
229-2870 (FAX 972-3449)	229-2881 (FAX 229-2135)	654-4960 (FAX 654-4969)	966-3280 (FAX 967-8016)
Tommy Gibbons, Principal	Holly Lyman, Principal	Ray Owens	Kristin Martin-Fry, Principal
Thompson School	Washington School	Welsh School	West View School
4949 Marion Avenue (61108)	1421 West Street (61102)	2100 Huffman Blvd (61103)	1720 Halsted Road (61103)
229-2830 (FAX 229-2832)	966-3740 (FAX 966-5291)	966-3260 (FAX) 489-2674	654-4945 (FAX 654-4903)
Emma Gipson, Principal	Greg Midgett, Principal	Matthew Lerner, Principal	Jake Sayre, Principal
White Swan School (K-2)	Whitehead School		
7550 Mill Road (61108)	2325 Ohio Parkway (61108)		
229-2184 (FAX 229-2459)	229-2840 (FAX 229-2419) Pamela Miner, Principal		
Carolyn Timm, Principal			1

August 28, 2017

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Туре	School	Enrollment	Lunch IN	Lunch OUT
Early Childhood	Dennis EC	375	12:50 PM	1:45 PM
Early Childhood	Fairview EC	657	11:35 AM	12:10 PM
Early Childhood	Nashold EC	546	10:50 AM	12:50 PM
Early Childhood	Summerdale EC	602	11:30 AM	1:40 PM
Elementary	Barbour	733	10:17 AM	1:20 PM
Elementary	Beyer	317	10:15 AM	12:30 PM
Elementary	Bloom	395	10:00 AM	12:30 PM
Elementary	Brookview	468	11:10 AM	12:20 PM
Elementary	Carlson	426	11:00 AM	12:00 PM
Elementary	Cherry Valley	600	**New school	ol: replaces C
Elementary	Conklin	343	10:17 AM	12:26 PM
Elementary	Ellis	478	10:50 AM	1:00 PM
Elementary	Froberg	465	10:40 AM	12:40 PM
Elementary	Gregory	311	11:10 AM	12:30 PM
Elementary	Haskell	281	11:00 AM	12:25 PM
Elementary	Hillman	625	10:13 AM	12:13 PM
Elementary	Johnson	486	10:40 AM	12:55 PM
Elementary	Kishwaukee	308	10:40 AM	12:40 PM
Elementary	Lathrop	437	10:40 AM	12:40 PM
Elementary	Lewis Lemon	384	10:30 AM	12:45 PM
Elementary	Marshall ES	413	10:55 AM	
Elementary	McIntosh	388	10:20 AM	12:30 PM
Elementary	Montessori	532	11:42 AM	1:12 PM
Elementary	Nelson	483	10:20 AM	12:30 PM
Elementary	Riverdahl	492	10:15 AM	
Elementary	Rolling Green	828	11:20 AM	1:15 PM
Elementary	Spring Creek	410	10:30 AM	12:30 PM
Elementary	Washington	337	11:05 AM	
Elementary	Welsh	484	10:40 AM	1:00 PM
Elementary	West View	500	11:20 AM	
Elementary	Whitehead	581	11:05 AM	
Middle School	Eisenhower MS	818	10:35 AM	1:03 PM
Middle School	Flinn MS	964	10:45 AM	
Middle School	Kennedy MS	466	11:00 AM	
Middle School	Lincoln MS	724	10:45 AM	
Middle School	Marshall MS	449	11:30 AM	
Middle School	RESA	967	10:45 AM	
Middle School	West MS	904	10:45 AM	
Middle School	Wilson Aspire MS	78	11:00 AM	
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High School	Auburn HS	1755	10:20 AM	
High School	East HS	1927	10:20 AM	
High School	Guilford HS	1756	10:20 AM	
High School	Jefferson HS	1573	10:20 AM	
High School	Roosevelt HS	341	10:30 AM	12:40 PM