



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

RFP No. **19-18 Financial and Compliance Services**

DATE: **Thursday, January 17, 2019**

PROPOSALS WILL BE RECEIVED UNTIL: **THURSDAY, FEBRUARY 7, 2019 AT 2:00 P.M. (CDST or CST)**

RE: Request for Proposals No. 19-18 Financial and Compliance Audit Services. The purpose of this Request for Proposal is to solicit proposals for District audit services.

RFP Opening: **Thursday, February 7, 2019 at 2:00 PM (CST) Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

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

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

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

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

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood

Director of Purchasing

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

RFP No. **19-18 Financial and Compliance Audit Services**

Date: **January 17, 2019**

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM (CDST) on Thursday, February 7, 2019**

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

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

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL PROPOSALS

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

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

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

"RFP" refers to this advertised Request for Proposal. Persons and entities responding to this RFP with a Proposal are referred to as "Respondent". Submissions in response to this RFP are referred to as "Proposal". Once an RFP is awarded and a contract formed in writing or otherwise, the Respondent is referred to as the Contractor. The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications required by the RFP and any resulting contract. The Board of Education reserves the right to increase or decrease quantities shown on the RFP.

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

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

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

The Respondent's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. The proposal and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Respondent agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to the Proposal and to the performance of the Contract in the event the Respondent is awarded the RFP. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this RFP and specifications.

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

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

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

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted in the Proposal or the Proposal Form is the total price to the District, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Substitute or "as equal" items may be submitted with all supporting documents in advance of the RFP due date for review and approval or rejection by the District. Such items are to be submitted to the Director of Purchasing for review. Permitted substitutions must be identified in the Proposal.

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

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

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

Vendor's signature on the Proposal Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the Proposal. Include in the Proposal all your terms and conditions; terms and conditions set forth in the RFP are generally required of all District contracts and are accepted by Respondent unless specifically identified as exceptions in the Proposal.

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

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

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

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFP FORMS:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

Federal Employer Identification Or Social Security Number

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SEALED RFP PROPOSAL

RFP NO.: 19-18

OPENING DATE: THURSDAY, FEBRUARY 7, 2019

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

DESCRIPTION: Financial and Compliance Audit Services

ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

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

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

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

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

“Board” means the Board of Education of the District.

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

“Respondent” means a person or entity submitting a Proposal to the District in response to an RFP.

A Respondent awarded a contract is referred to as the “Contractor”.

A “Contract” is the agreement, in writing or otherwise, formed following award of an RFP.

1. PROPOSAL OPENING. Sealed Proposals 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 Proposals will be considered after this date and time unless it is evidenced and determined that the Proposal was in the District’s possession prior to the scheduled Proposal opening time and date. Late Proposals shall be rejected and shall remain unopened. The District does not prescribe the method by which Proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the Proposals. All Proposals delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

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

3. PROPOSAL ENVELOPES. Envelopes containing Proposals must be sealed and addressed to the District Purchasing Department. The name and address of the Respondent and the Proposal number must be shown on the envelope. **Use of the Proposal Label included in the RFP is recommended.**

4. ERRORS IN PROPOSALS. Respondents are cautioned to verify their Proposals before submission. Negligence on the part of the Respondent in preparing the Proposal confers no right for withdrawal or modification of the Proposal after it has been opened. In case of error in the extension of prices in the Proposal, the unit prices will govern and bind Respondent.

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel an RFP, accept or reject any or all Proposals or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the RFP. The District reserves the right to waive any minor informality or defect in any RFP and Proposal. Unless otherwise specified, the District will award a Proposal or reject Proposals within 90 days of the date of Proposal opening. The District may seek clarification from any Respondent 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 Respondents in responding to an RFP.

7. AWARD. The District will evaluate Proposals and will award a contract to any responsive and responsible Respondent whose Proposal will be most advantageous to the District. Determination of award of the RFP will include such factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications and the terms and conditions of the RFP; (b) price; (c) qualifications of the Respondent, 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 Proposal that is best suited for the purpose intended. The District may (1) reject any or all Proposals, (2) accept other than the lowest Respondent, and (3) waive informalities or minor irregularities in Proposals received. The District may accept any item or group of items of an offer, unless the Respondent qualifies the Proposal by specific limitations. The District reserves the right to determine award 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

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

acceptance of a Proposal mailed or otherwise furnished to the successful Respondent within the time for acceptance specified in the RFP and if the Proposal takes no exception to the entire terms and conditions of the RFP 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 a binding contract is not formed until the written contract is signed by the Contractor and the Board.

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 the RFP is awarded, the successful Respondent(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 Respondent's customers generally, or (2) in the successful Respondent'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 Respondent 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 Respondent, 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 Proposal 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 RFP along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Proposals on equivalent items will be considered, provided the Respondent clearly states exactly what is proposed to be furnished, including complete specifications. Respondent by submission of a Proposal 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 Respondent's name, RFP number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with Proposal. The District will not be responsible for any Proposal enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Respondents shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes to the RFP may only be made by the issuance of an addendum by the District. Each Respondent shall ascertain prior to submitting a Proposal that all addenda have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Respondent 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 RFP and signed by Respondent.

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

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 Respondent, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce the Contract.

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

16. WARRANTY. Respondent warrants that all goods and services furnished hereunder will conform in all respects to the terms of the RFP and the 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 Respondent's knowledge. In addition, Respondent 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. Respondent further warrants, if installation of product or materials is included in the Proposal, 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 Respondent or require correction or replacement of the item at the time the defect is discovered, all at the Respondent's risk and expense. Acceptance of delivery shall not relieve the Respondent of its responsibility.

17. REGULATORY COMPLIANCE. Respondent 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. Respondent shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES, LICENSES AND PATENTS. Respondent shall pay all royalties and license fees. Respondent 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. Respondent represents and warrants that throughout the term of any Contract arising from award of a Proposal, Respondent 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 Respondent fails to perform any of the provisions of the RFP, the Proposal, 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 Respondent knowingly falsified information provided to the District,
 - if it is determined the successful Respondent 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.

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

- 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 shall not preclude the District from pursuing any and all remedies available to it at law or at equity and the District shall recover from Contractor all of its costs of termination including reasonable attorney's fees.
- 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 Request for Proposal, a Contract resulting from award of a Proposal may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Respondent. Respondent 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 Respondent 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 the Contract, without the District's prior written consent.

23. FORCE MAJEURE. The obligations of the Respondent 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 Respondent obligated to perform ("Force Majeure Event"). In the event that the Respondent ceases to perform its obligations under any contract formed by award of Proposal due to the occurrence of a Force Majeure Event, the Respondent 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 Respondent'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. PROPOSAL CERTIFICATION. The Respondent's signature on a Proposal certifies: (a) The Proposal 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) Respondent has not directly or indirectly induced or solicited any other Respondent to enter a false or sham Proposal; (c) Respondent has not solicited or induced any person, firm or group to refrain from bidding; (d) Respondent has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Respondent or the Owner. The Respondent's signature on the Proposal Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the RFP shall not be cause to alter any resulting contract, request additional compensation, or relieve Respondent from obligation to perform under this contract.

25. MODIFICATIONS. The 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 RFP, 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 Respondent who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the Proposal submitted.

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a Proposal 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 Proposals or proposals from any company or individual regardless of race, gender, national origin, religion or age.

-END OF GENERAL TERMS AND CONDITIONS-

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

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 and services of professional quality to ensure complete and acceptable product and services 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. **DEFINITIONS.** The following terms used in this Supplemental Terms and Conditions have the indicated meaning:
 - “District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.
 - “Board” means the Board of Education of the District.
 - “RFP” means a Request for Proposal issued by the District at any time or times, identified by a unique RFP number.
 - “Proposal” means as response submitted by a Respondent to an RFP.
 - “Respondent” means a person or entity submitting a Proposal to the District in response to an RFP.
 - A Respondent awarded a contract is referred to as the “Contractor”.
 - A “Contract” is the agreement, in writing or otherwise, formed following award of an RFP.
3. **EVALUATION CRITERIA.** Although price is a consideration in the award of RFPs, award will not be based on price alone. Proposals in response to this RFP will be evaluated utilizing the following criteria, but not in any prescribed order.
 - a. Price
 - b. Adherence to these specifications
 - c. Ordering and delivery
 - d. Quality of services
 - e. Contractor past performance
 - f. Service
 - g. Review of references
 - h. Rebate program (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 proposals or to accept the proposal or any part of a proposal, including substitutions, which embraces such combination of proposals as may promote its interest. The District may award an RFP to any responsible Respondent.

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

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

5. **RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX.** The Respondent acknowledges and understands that any Proposal for goods and services resulting in a Contract award to a Respondent requires that as a

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

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).

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 shall be taken by any party of manifest clerical errors or omissions in the specifications. All Respondents are requested to notify the District immediately of any errors or omissions that may be discovered.
7. **RETURN OF RFP INFORMATION.** The District has established that only one copy of an RFP will be sent to a vendor. It is imperative that, if submitting a Proposal, an original signature exists on the RFP documents submitted. If additional copies of original RFP documents are made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as “Original” on the face page.
8. **USE OF PREMISES.** The Respondent 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.** All materials and/or equipment supplied by or for the Respondent shall remain the Respondent'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. RFP specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), methodology in provision of services and workmanship required, however, the District may purchase services, 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.
11. **STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided in performing an awarded RFP 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 RFP requires that the Respondent/Contractor provide all necessary services, personnel, labor materials, and equipment; and furnish and deliver said products and services in accordance with all terms, conditions and specifications set forth in the RFP; provided, that such terms and conditions are subject to the terms of the final Contract.
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 Proposal Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

may be utilized in the delivery of products or materials on the District's property.

- 14. INSURANCE REQUIREMENTS.** All Respondents/Contractors 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 an RFP 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 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 Proposal 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

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

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
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.

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

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

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

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

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

15. **METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.
16. **GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of Proposals. The RFP will be awarded at a later date by the Board of Education.
17. **SCHEDULE OF AWARD.** In order that Respondents may more accurately complete a Proposal, it is anticipated that the Board of Education will consider the award on this RFP within 90 days of the date of bid opening; the successful Respondent(s), if any, will be notified immediately thereafter.
18. **WITHDRAWING OF PROPOSALS.** No Proposal may be withdrawn by a Respondent after the time and date of the official public opening. All Proposal prices submitted must be valid for a period of ninety (90) days after the date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

set for the bid opening. This period of time is reserved to permit the Board to evaluate Proposals, conduct tests, resolve issues and discrepancies in Proposals and make the award, if any.

19. **VALIDITY OF PRICES.** All Proposal prices must remain valid and firm on awarded RFPs until product(s) is/are delivered or the project completed, and until accepted by the District and invoiced by the Contractor.
20. **PERIOD FOR ACCEPTANCE OF PROPOSALS.** In compliance with the solicitation, the Respondent agrees, if this bid is accepted within ninety (90) calendar days from the date specified in the solicitation for the receipt of Proposals, to furnish any or all items upon which prices are proposed at the price set opposite each item, delivered at the designated point(s), 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 Respondent's signature appears on ALL the following forms:
 - a. **Second page of General Conditions and Instructions for All RFPs 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. **Respondent's Certifications**
 - j. **Proposal Form**
 - k. **Other forms specified in the RFP**
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

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

Winnebago, Illinois.

27. **QUANTITIES.** After Proposals have been evaluated, the District reserves the right to increase or decrease quantities as stated on the RFP for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
28. **PROPOSALS.** Respondents must return the following when submitting a sealed bid; references in the required forms to "Bid" shall mean "Proposal", references to "Bidder" shall mean "Respondent":
- Second page of General Conditions and Instructions for All RFPs Form
 - Bid-Rigging Certification
 - Minority and Women Owned Business Form
 - Certification Regarding Debarment Form
 - Certificate Regarding Lobbying Form
 - OFAC Compliance Form
 - Vendor Conflict of Interest Disclosure Form
 - Form W-9 Department of the Treasury Internal Revenue Service
 - Respondent's Certification
 - Proposal Form
 - Any required literature or information
29. **CONTRACT.** A response to this Request for Proposal (RFP) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's RFP, any District issued and published addenda and the express terms of the Proposal except to the extent a Proposal excludes or modifies expressly identified RFP terms and conditions and proposes alternative provisions. Absent such exclusions, Proposals may become contracts upon award to the successful Respondent by the Board of Education; provided, the District 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 Board. All of the terms and conditions of the contract are contained in the RFP except to the extent any of the RFP terms and conditions are modified 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, or as identified in a written Contract, through the termination date specified in the RFP plus any specified option terms. The District exercises an option term by written notice signed by the Director of Purchasing. The District's obligation under the 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 the Contract.
31. **OPTION TO EXTEND THE TERM OF THE CONTRACT**
- The District may unilaterally extend the term of the Contract for one or more option years, as identified in the RFP, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
 - 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.
 - Upon the exercise of any option period(s), the District may add additional facilities or locations to the 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.
 - The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of the 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.

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

- e. The total duration of the 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 Proposals as indicated in the terms and conditions and may award an RFP to any responsible Respondent. 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. If exceptions are taken to the price provisions of the "Pricing" clause such exceptions are resolved by the terms of the Contract. Such Proposals will be evaluated without regard to any lower option year(s) maximum. However, if the Respondent offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

33. TEMPORARY CONTRACT EXTENSION. The District reserves the right to temporarily extend the 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. PREVAILING RATE OF WAGE. It is required on this RFP that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their Proposal 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 RFP. 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 agent and any authorized agent of the Illinois Dept. of Labor.

The following clause shall be a part of the 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, Respondents 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.

35. 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. Notwithstanding the foregoing, the District may require, in its sole discretion, that any particular service provided by a Contractor under an RFP be provided solely by Contractor employees who have had a criminal history records check.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

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.

- 36. 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.

- 37. 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.

38. RECORDS, RETENTION, AUDIT

- a. Records. The Contractor shall have or upon award of this RFP 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 performance of the Contract (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers, including those for out- of- pocket expenses, other

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

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 Contract and for a period of seven years after the completion of the Contract, 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 Contract, 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 38b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 38. Any and all contracts or agreements between Contractor and any other party related to the Contract shall expressly include the records, retention and audit provisions of this paragraph 38.
- 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 38b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total Contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

QUESTIONS

During the time the RFP is in the **open solicitation and unawarded phase**, Respondents may not contact any District staff to inquire about the bidding process or any of the details contained in the RFP other than in writing directed to the Director of Purchasing (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiries will not be accepted.

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

ROCKFORD PUBLIC SCHOOLS REQUIRED RFP FORMS CHECK LIST

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

Required Forms	Yes	Comments
Proposal Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Bidder's Certification	<input type="checkbox"/>	
Certified Cleared Employee List (If Included)	<input type="checkbox"/>	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
Certificate of Liability Insurance	<input type="checkbox"/>	Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.
Vendor Entry Form/W-9	<input type="checkbox"/>	

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

<input type="checkbox"/> Performance Bond (100% of Contract)	
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ROCKFORD PUBLIC SHOOOLS
BID-RIGGING CERTIFICATION

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

_____, do hereby certify that neither
(Contractor)

_____ nor any individual presently
(Contractor)

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

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

Authorized Agent

Contractor

ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

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

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

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

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

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

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

Please Check Appropriate Box/Boxes

☐ African American (AFRAM)

☐ Caucasian (CAUC)

☐ Native American (NAAM)

☐ Hispanic American (HISP)

☐ Asian-Pacific American (ASIAP)

☐ Asian Indian (ASIAI) American

☐ Other, please identify:

☐ Woman Owned (W)

☐ Disabled Owned (D)

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

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ FEIN # _____

Signature of Company Official _____ Title _____

Date _____

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

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

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

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

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

CERTIFICATE REGARDING LOBBYING

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

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

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

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

OFAC Compliance

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

Organization Name

Bid Number

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

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

CERTIFICATION:

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

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

VENDOR INFORMATION:

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number _____

Vendor Email: _____

Vendor FEIN: _____

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

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

☐

YES, the above statement is true.

☐

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

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

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

1. _____

2. _____

3. _____

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

SIGNATURE:

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

Print the Name of the Vendor’s Authorized Representative

Print the Position Title of the Vendor’s Authorized Representative

Print the Name of the Vendor’s Authorized Representative

Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

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

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

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

EQUAL OPPORTUNITY

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

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

SEXUAL HARRASSMENT

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

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

NO SMOKING/NO TOBACCO

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

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

DRUG FREE WORKPLACE

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

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. Bidder has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of an award will create a binding Contract; subject to any District requirement for a formal written contract.
2. The undersigned is an authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
3. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 - Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
4. Bidder is the following type of business entity:

☐ Corporation
☐ Partnership
☐ Sole Proprietor

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

5. Bidder confirms it operates in compliance with HIPAA all other applicable legal requirements.
6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
7. All figures and responses submitted on the Bid Offer Form are true, complete, and accurate. All documents attached to and submitted with the Bid Offer Form are true, complete, and authentic.
8. Bidder's current financial statement is attached, which has been certified by a Certified Public Accountant or is authenticated by Bidders signature on this form as true, complete and accurate.
9. The Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date



Vendor Entry Form

FOR INTERNAL USE:

☐

New Vendor

☐

Update Vendor

Reason for Entry/Change (required): _____

Type of Entry (required):

☐

Business

☐

Payroll

☐

Student/Parent

☐

Reimbursement External

☐

Reimbursement Internal

☐

Referee/Sports Official

☐

Other _____

☐

W-9 Attached

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

Entry Information:

Vendor Affiliation:

☐

CORP

☐

PARTNERSHIP

☐

SOLE/IND

☐

LLC (Indicate type below)

☐

TRUST

☐

OTHER _____

☐

C-Corp

☐

S-Corp

☐

Woman-owned

☐

Minority-owned

☐

Veteran-owned

☐

Disabled

☐

P-Corp

Single owner LLC select
Sole Proprietorship above.

Vendor Name/Business Name: _____

SSN _____

Address 1:

☐

Location/Mailing

☐

Billing/Payment

☐

Other _____

Address 2:

☐

Location/Mailing

☐

Billing/Payment

☐

Other _____

Phone:

Primary/Cell: _____

Orders/Cust Service: _____

Billing/Payments: _____

Fax(s): _____

Email(s): _____

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

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

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

HOLD HARMLESS AGREEMENT

The Board shall not be responsible for the acts or omissions of any Respondent and the Respondent's employees. The term "Respondent", for purposes of this Hold Harmless Agreement includes the entity or person submitting a Proposal to the District and enters into a Contract with the District resulting from the award of an RFP. 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 Respondent 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 Respondent, 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 Respondent, 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 Contract between Respondent 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 Respondent's performance or failure to perform under any Contract with the Board.

Respondent 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 Respondent to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding at Respondent's sole cost and expense. The Board shall have the right to set off against any sums due Respondent under any 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 Respondent and/or its employees or agents with regard to the personnel, services, materials and goods provided to the Board by Respondent under any Contract with the Board, notwithstanding that Respondent 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 Contract with Respondent; 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 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: _____

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

CERTIFIED CLEARED EMPLOYEE LIST*

The undersigned _____, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

- 1- a criminal history records check, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and
- 2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and
- 3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

NO.	LAST NAME	M.I.	FIRST NAME	CRIMINAL HISTORY	DATABASES

By: _____

This certificate Subscribed and Sworn to before me this __ day of _____, 20__.

Notary Public

Commission Expires: _____

Vendor Cert. Employee List No. _____

* ☐ **check if not applicable. See Supplemental Terms and Conditions section 36.**

Request for Proposal for Financial and Compliance Audit Services

GENERAL BACKGROUND

Rockford Public Schools, District #205, located in northern Illinois, is one of the state's largest school districts. The School District covers approximately 155 square miles and serves over 28,500 students with 5 early childhood centers, 23 elementary schools, 6 middle schools, 5 high schools, 4 special program schools, 3 charter schools and 3 administrative buildings. The District employs over 3,500 employees who work throughout the district.

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit the services of a qualified firm of certified public accountants to perform financial and compliance audits of Rockford Public Schools, District No. 205, and the financial audits of the Activity Funds of the Rockford Public Schools, District No. 205 for the years ending June 30, 2019, 2020, 2021 with two (2) additional one (1) year options for the periods ending June 30, 2022 and June 30, 2023 at the unilateral option of the School District.

ESTIMATED TIME LINE

<u>Date</u>	<u>Event</u>
01/17/2019	Distribution of RFP
01/29/2019	Final Questions due by 12:00 pm (CST)
01/31/2019	Final Addendum with responses distributed to Demand Star and RPS website by 12:00 pm (CST)
02/07/2019	RFP Opening, 2:00 pm (CST), Administration building, 6 th floor conference room
02/21/2019	Presentations (week of, if necessary)
03/12/2019	Board of Education anticipated approval
03/13/2019	Anticipated Award of Contract

DESCRIPTION OF ENTITIES AND RECORDS TO BE AUDITED

Rockford Public Schools, District No. 205 is a public unit school district with enrollment of approximately 29,000 students. The District employs approximately 3,500 certified and noncertified staff. The accounting functions are primarily performed by the District's Chief Financial Officer, Executive Director of Finance, Executive Director of Budget, Director of Purchasing, Director of Payroll, Finance Manager, and two Senior accountants.

Activity Funds of the District are owned, operated and managed by the student body under the guidance and direction of adults or a staff member for educational, recreational and cultural purposes, or by faculty, staff, parent-teacher associations, etc. Although the District has ultimate responsibility for Activity Funds, they are not District funds.

The District uses PowerSchool BusinessPlus for financial reporting. Data and reports can be exported to Microsoft Excel.

The District's annual reports are on the modified accrual basis. Accounting records are computerized for the District's individual funds and account groups. The District's funds include general, special revenue, debt service, capital projects and trust and agency funds. Activity funds are maintained at each school, with reconciliations performed by the District.

The district's budgeted expenditures for the 2018/2019 school year are \$490 million.

Assistance by accounting and other personnel is available to prepare schedules, pull and reproduce documents. The District also has in-house legal counsel.

Copies of prior year's audit reports, management letters, financial statements and budgets are available on the Rockford Public Schools District website.

SCOPE OF WORK

The annual audit shall consist of an examination of the individual and combined financial statements conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. Each audit covers a period of one year, beginning July 1 and ending June 30 of the following calendar year.

The audit shall also consist of tests of compliance and internal control requirements in accordance with applicable state and federal laws and regulations, including Title 2 U.S. Code of Federal Regulations Part 200, Uniform Guidance and the State Adult Education and Family Literacy Compliance Report.

The examination shall be sufficient in scope so as to render an opinion on the fairness of the representations contained in the individual and combined balance sheets and related statements of revenue and expenditures, and changes in fund equity for the year then ended in accordance with generally accepted accounting principles for the state and local governments.

The audit will include preparation of the government-wide financial statements.

The audit of the District involves all of the funds of the District, the General Long-Term Debt Account Group and the General Fixed Asset Account Group.

The audit involves retrieving data from PowerSchool BusinessPlus.

The Activity Fund audits involve all the activity funds of the District. A separate report is issued for the Activity Funds.

Independent auditors, in accordance with generally accepted auditing standards promulgated by the

American Institute of Certified Public Accountants, shall perform all audits.

Audit staff of the proposing firm must perform all audit work; no audit work is to be performed by subcontractors.

In addition, the firm selected must review the work of the actuarial firm who determines the District's liability for early retirement.

MANDATORY QUALIFICATIONS OF THE AUDITOR

Auditors responding to this RFP must provide the following affirmations and information:

1. That the auditor is properly licensed to practice public accounting in Illinois. The registration number of the proposer must be included in the proposal.
2. That the auditor meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, published by the U.S. General Accounting Office.
3. That the auditor does not have a record of substandard audit work. The proposal must disclose any enforcement action to which the proposer has been subject during the past three years or which are currently in progress.
4. The Audit Firm should provide a copy of its most recent Peer Review Report.

REQUIREMENTS/DELIVERABLES

1. An exit conference with the Finance Department is required prior to the issuance of the final reports.
2. Final fieldwork should be completed by September 30. All reports must be issued by October 15. After issuance, a representative of the firm must be available to present any or all of the reports to the Board and to committees of the Board.
3. Working papers must be retained a minimum of five years and be available for examination by authorized representatives of the cognizant Federal audit agency, the General Accounting Office, the Illinois State Board of Education and by the District.
4. The following reports will need to be completed:
 - a. Report on the general purpose financial statements of the District and supplementary data consistent with prior years. (40 copies)
 - b. Report on the Annual Financial Report (ISBE 50-35) for the District to be prepared for submission to the Illinois State Board of Education. (15 copies)
 - c. Report on the Statements of Cash Receipts and Disbursements of the Activity Funds of the District. (10 Copies)

- d. Management Letter to the Board of Education (1 Copy)
- e. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual, for the General Fund and any major special revenue funds.
- f. Schedule of Employer Contributions for the Illinois Municipal Retirement Fund and other Postemployment Benefit Plan.
- g. Schedule of Changes in Employer's Net OPEB Liability and Related Ratios for Other Postemployment Benefit Plan.
- h. Schedule of Change in the Employer's Net Pension Liability and Related Ratios for the Illinois Municipal Retirement Fund.
- i. Schedule of the District's Proportionate Share of Net Pension Liability for the Teachers' Retirement System of the State of Illinois.
- j. Notes to Required Supplementary Information.
- k. Report on the Schedule of Expenditures of Federal Awards for the District. (25 Copies)
- l. Reports on Compliance and an Internal Control over Financial Reporting based on an audit of Financial Statements performed in accordance with Government Auditing Standards.
- m. Reports on Compliance with Requirements Applicable to each major Program and Internal Control over Compliance in Accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Guidance.
- n. Consolidated year End Financial Report that includes an 'In Relation To' opinion in accordance with Federal Uniform Guidance (2 CFR200) for State of Illinois Grants issued to the District to comply with the Grant Accountability and Transparency Act (GATA) requirements.
- o. State Adult Education and Family Literacy Compliance Report.
- p. A complete set of all statements and schedules issued by the auditor, bound in one document for District use. (10 copies)
- q. Electronic copy of all schedules and reports
- r. Preparation of Comprehensive Annual Financial Report (CAFR) to be submitted to the ASBO.

ADDITIONAL SERVICES

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

TERMS OF ENGAGEMENT

The term of the engagement is from April 1, 2019 through June 30, 2021 plus two (2) one-year option periods beginning on the subsequent July 1st of each option year; provided that the District exercises the option by written notice signed by the Chief Financial Officer. 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.

LIMITATIONS

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

RIGHT TO REJECT & EVALUATION CRITERIA

This RFP does not commit the Rockford School District to award a contract or to reimburse the bidder for costs incurred in submitting in response to this Request. The Rockford School District reserves the right to reject any or all proposals received as a result of the Request, to negotiate with any bidder, to extend the submission deadline, or to amend or cancel in part or entirety this RFP, if it is in the best interest of the Rockford School District. Responses will be reviewed and evaluated by a selection committee and the candidates may be invited to participate in oral interviews. Criteria to be considered in evaluating proposals will include:

1. The technical experience of the firm, especially as it relates to Illinois School Districts
2. The qualifications of the staff and firm
3. Responsiveness in clearly understanding the work to be performed
4. Response to Proposed Approach to Scope of Work
5. Cost Proposal
6. Accessibility and ability to respond to the District's needs in a timely manner
7. Additional services the firm can offer

SUBMITTAL REQUIREMENTS

The successful firm shall demonstrate an ability to work in coordination and communicate effectively with a variety of decision-makers, i.e., Board of Education, Superintendent, Chief Financial Officer, Finance department, and Staff.

The proposal must include all the following information. Failure to include all of the required information WILL result in disqualification of the bidder.

1. Submittal packages should include one bound original, four bound copies, and PDF version of the proposal on flash drive.
2. Cover Letter/Letter of Interest
Provide a cover letter/letter of interest of not more than one page. This document shall include the legal name of your firm, address, telephone numbers, fax number, and name of Principal to contact.
3. Firm Organization, Credentials, Background
Please provide a brief history of firm including:
 - a. Number of years in business
 - b. Organization and size of the offeror
 - c. Location of office which will perform the work
 - d. List of Basic Services provided by the firm
 - e. A statement on the offeror's capability to audit computerized systems, including the classification of personnel skilled in computer sciences who will work on the audit
4. Relevant Experience
Please provide a list of up to ten of the most recent clients of similar scope and size including:
 - a. Client Name (District Name)
 - b. A description of recent (within the last three years) local and regional office auditing experiences, particularly among governmental and educational clients. Specifically, identify which of these clients are on the modified accrual basis, prepare CAFR, and which required Single Audit Act reporting.
5. Audit Team
 - a. Resumes of the partner and manager who will be assigned to the audits, including relevant experience and continuing professional education
 - b. Identify proposed auditors for this assignment. Include resumes and related experience for each member of these firms that may be assigned to the audit.
6. Proposed Approach to Scope of Work
 - a. In a straightforward manner, present the proposed approach to achieve the objectives and tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach.
 - b. This section should include a work plan to accomplish the audit work described in the RFP. The plan should include time budgets for each significant segment of the work and the staff level to be assigned.

Rockford Public School District 205
501 7th Street
Rockford, Illinois 61104
RFP 19-18 Financial and Compliance Audit Services

- c. This segment of the response should also demonstrate the auditor's understanding of the objectives of the audits and the ability to complete the audits in accordance with the requirements within the contract period.

7. Cost Proposal – Complete on RFP Offer Form

- a. Estimated number of hours to complete the audit by classification of your employees, i.e. partners, senior, junior. Include breakdown for financial audit and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Guidance audits.
- b. Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.
- c. Proposals shall contain provisions to the effect that in the event disclosures in the audit indicate extraordinary circumstances, which warrant more intensive and detailed services, the firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the cost of additional services to the School District that is subject to negotiated agreement prior to commencing with the work.
- d. Identify the proposed rate(s) per hour that would be charged for other special services that may be requested.

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

9. Client Satisfaction/References

- a. Provide Letters of reference
- b. On the RFP Offer Form, provide a list of at least three educational client references for which your firm has performed similar services. References will include:
 - i. Entity Name and address
 - ii. Contact Name and telephone number
 - iii. Identify project for referral

REQUEST FOR PROPOSAL OFFER FORM

RFP No. 19-18 Financial and Compliance Audit Services

Rockford Public Schools District is accepting Request for Proposals responses to perform financial and compliance audit services.

Schedule of Professional Fees and Expenses

	Hours Financial Audit	Hours A-133 Audit	Standard Hourly Rate	Quoted Hourly Rate	TOTAL
Partners					
Managers					
Supervisory Staff					
Staff					
Other (specify)					
Subtotal:					\$
Out-of-Pocket Expenses:					
Meals and Lodging					
Transportation					
Other(Specify):					
Subtotal Out-of Pocket Expenses:					\$
TOTAL ALL-INCLUSIVE MAXIMUM PRICE PER AUDIT					\$

REQUEST FOR PROPOSAL OFFER FORM

Are there any limitations on the availability of staff or starting date? Yes _____ No _____

If yes, please describe below.

That the auditor is properly licensed to practice public accounting in Illinois.
The registration number of the offeror are included in the proposal. Yes _____ No _____

That the auditor meets the independence requirements of the Standards for
Audit of Governmental Organizations Programs. Activities and Functions,
1981 revision, published by the U.S. General Accounting Office. Yes _____ No _____

That the auditor does not have a record of substandard audit work. The
proposal must disclose any enforcement action to which the offeror has been
subject during the past three years or which are currently in progress. Yes _____ No _____

Has your firm ever been terminated or replaced by another firm during an
audit of any education and/or related assignment? If so, explain in detail and
provide results any litigation/claims on the project. Yes _____ No _____

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

REQUEST FOR PROPOSAL OFFER FORM

References:

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

Company Name/Address/Phone Number

Contact Person

Company Name/Address/Phone Number

Contact Person

Company Name/Address/Phone Number

Contact Person

Proposal submitted by:

Company

Signature of Company Officer (*required*)

Address

Typed Name & Title

City, State & Zip Code

Date

Phone No.

Fax No.

E-mail

FEIN

RFP 19-18 Financial and Compliance Audit Services Due: February 7, 2019 Time: 2:00 PM									
	Weight	Vendor 1	Notes	Vendor 2	Notes	Vendor 3	Notes	Vendor 4	Notes
Firm Experience and Qualifications	20%								
Proposed Approach to Scope of Work	20%								
Cost per RFP Offer Form	30%								
Accessibility and Timeliness	20%								
Additional Services Offered	10%								
Best Fit for District	100%	0		0		0		0	