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

RFP No. **RFP 22-51 Construction Testing Services**

DATE: **Thursday, April 28, 2022**

PROPOSALS WILL BE RECEIVED UNTIL: **THURSDAY, MAY 19, 2022 AT 2:00 P.M. (CDST or CST)**

RE**: Request for Proposals No. RFP 22-51 Construction Testing Services**. The purpose of this Request for Proposal is to solicit proposals for construction testing services.

RFP Opening: **Thursday, May 19, 2022 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 1st 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 Bonfire https://rps205.bonfirehub.com/portal/?tab=openOpportunities or by download from the District's Purchasing Bids-RFPs webpage at https://www.rps205.com/community/vendors.

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. **22-51 Construction Testing Services** Date: **April 28, 2022**

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM (CDST) on Thursday, May 19, 2022**

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 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 Bonfire https://rps205.bonfirehub.com/portal/?tab=openOpportunities

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, Bonfire. 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 BID PROPOSAL

RFP NO.: **22-51**

OPENING DATE: **THURSDAY, MAY 19, 2022**

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

DESCRIPTION: **Construction Testing Services**

ATTN: **PURCHASING DEPT.**

NAME OF FIRM SUBMITTING BID:

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL (INCLUDING UPS/FEDEX ENVELOPES) TO HELP ENSURE PROPER DELIVERY!

LATE OFFERS 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.
"IFB" means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.
"Bidder" means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders who may also be referred to as "Contractor".

1. BID OPENING. Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District's possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

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

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope. **Use of the Bid Label included in the IFB is recommended**.

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

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the IFB. The District reserves the right to waive any minor informality or defect in any IFB and bid. Unless otherwise specified, the District will award a bid or reject bids within 90 days of the date of bid opening. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Bidders in responding to an IFB.

7. AWARD. The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written

award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party provided, the District at its discretion may elect to require a formal written contract in which event the binding contract is not formed until the written contract is
signed.

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

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

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

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Substitute or "as equal" products may be submitted to the Purchasing Department not less than 5 days prior to the opening date of the IFB along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Bidder by submission of a bid is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute is equivalent to and meets the standard of quality and salient characteristics indicated by the referenced brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, IFB number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

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

13. INDEMNIFICATION. The Bidder agrees to indemnify and hold harmless the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois according to the terms and conditions

of the Hold Harmless Agreement included in the IFB and signed by Bidder.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract
by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

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

16. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Bidder further warrants, if installation of product or materials is included in the bid, that installation shall comply with manufacturer's instructions, or if none, in accordance with industry best practice. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance of delivery shall not relieve the Bidder of its responsibility.

17. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and any regulations of the Illinois State Board of Education and Regional Office of Education, Winnebago-Boone County region, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES AND PATENTS. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION FOR CAUSE.

a. The District may terminate this contract in whole or in part, without liability:
   - if deliveries are not made at the time and in the quantities specified,
   - if the Bidder fails to perform any of the provisions of the IFB, the bid, and the resulting contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these circumstances does not cure such failure within 30 days or such period of time as the District may direct,

- if it is determined the successful Bidder knowingly falsified information provided to the District,
- if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not,
- or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein.

b. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

c. Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

d. The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Invitation for Bid, a contract resulting from award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

23. FORCE MAJEURE. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, civil or military authority, terrorists, war, civil unrest, accident, any strike or labor disturbance, shortage or inability to obtain critical material or supplies, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event similar to those enumerated above and beyond the Parties' control.

Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. District's payment obligations under this Agreement shall be tolled for the duration of such force majeure and in proportion to the extent that Contractor's performance is delayed, suspended, or otherwise affected. If a Party's non-performance under this section extends for thirty (30) days or longer, the Party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other Party.

24. BID CERTIFICATION. The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the

prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

25. MODIFICATIONS. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of the IFB, a written addendum will be issued by the District and posted on the District webpage and may also be posted with Bonfire. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

-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

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

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

SUPPLEMENTAL TERMS AND CONDITIONS

Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	 $1,000,000 $1,000,000 $1,000,000
Commercial General Liability ** A. Per Occurrence B. General Aggregate 1.General Aggregate- Property 2. General Aggregate – Per project 3.General Aggregate - Products/ Completed	 $1,000,000 $5,000,000 $3,000,000 $3,000,000
Comprehensive Auto Liability Uninsured Motorist Coverage	$5,000,000 bodily injury and property damaged combined $150,000 per person, $500,000 aggregate
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

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

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":
    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 Certification
    j. Proposal Form
    k. 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**
    a. 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.

    b. If the District exercises this option, the extended Contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.

    c. Upon the exercise of any option period(s), the District may add additional facilities or locations to 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.

    d. 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.

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

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

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 SHAL MEAN RFP AND ALL REFERENCES TO BIDDER SHALL MEAN RESPONDENT.

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

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

ROCKFORD PUBLIC SHOOLS

BID-RIGGING CERTIFICATION

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

_____, do hereby certify that neither
(Contractor)

_____nor any individual presently
(Contractor)

affiliated with _____has been barred from bidding on a
(Contractor)

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

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

CERTIFICATE REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

ROCKFORD PUBLIC SCHOOLS

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:_____

CERTIFIED CLEARED EMPLOYEE LIST

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

1- a **fingerprint based 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	SS # (last four)	Crim. Hst.	Databases

By:_____

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

_____

Notary Public
Commission Expires :_____

_____

Vendor Cert. Employee List No.___

Request for Qualifications and Request for Proposal (RFP) 22-51 for Construction Testing Services for Building Additions and General Renovations

GENERAL BACKGROUND

Rockford Public Schools, District #205, Located in the northern part of Illinois, is one of the state's largest school districts. The School District covers approximately 165 square miles and serves students from diverse cultural and socioeconomic backgrounds.

Rockford Public Schools, a mission-based educational system, is committed to excellence in quality education serving approximately 25,000 students in 4 early childhood centers, 21 elementary schools, 6 middle schools, 5 high schools and 5 alternative schools.

1. PURPOSE

1.1. Rockford Public School District 205 (the District) will receive proposals from qualified firms experienced in providing construction testing services for building additions, infrastructure repair, replacement and renewal construction projects.

2. INTENT

2.1. The District intends on selecting one Construction Testing Service Firm to perform construction testing services for a multiyear agreement. Projects will be awarded to the Construction Testing Services Firm throughout the fiscal year at the discretion of the District.
2.2. The Construction Testing Services Firm (the Firm) is part of the District's quality assurance program for the construction of projects. This will supplement the construction observation services provided by the District's Architects and Consultants hired under separate contracts.
2.3. The Firm shall provide pre-construction testing such as soil borings.
2.4. The Firm will be directly accountable to District for testing of materials installed in place by the contractor and scheduled by the contractor.
2.5. The Firm shall provide all materials, labor and equipment required for testing services and issuing of reports of observations, recommendations, and results.
2.6. The Firm will observe the installed materials are in accordance with the Contract Documents including plans and specifications for the project.
2.7. In accordance with the terms and conditions outlined in this document with its attached exhibits the Consultant will sign the AIA B101-2017 Standard form of Agreement between the owner and the consultant as modified by the Rockford Public Schools. The Firm's submittal of the RFP assumes the willingness for acceptance of the terms of the contract unless noted otherwise in his submittal. Rockford Public Schools may consider the selection of the Construction Testing Services Firm without any clarifications or proposed revisions to the contract as a part of the criteria for award.

3. TIMELINE

3.1. Distribution of RFP	4/28/2022
3.2. RFP Due Date prior to 2:00 pm	5/19/2022
3.3. Interviews (week of, if necessary)	5/23/2022
3.4. Board of Education Approval (anticipated)	6/14/2022
3.5. Notice of Award (anticipated)	6/15/2022
3.6. Contract Start Date	7/01/2022

4. SCOPE OF WORK

4.1. General Construction Work Description requiring Observation and/or Testing:
- 4.1.0. Demolition, Excavations for foundations, site utilities and paving
- 4.1.1. Compaction testing for foundations, site utilities and subbase concrete and asphalt paving.
- 4.1.2. Re-bar inspections for cast in place concrete
- 4.1.3. Concrete Testing for cast-in place concrete – Perform selective slump test and Lab testing
- 4.1.4. Density testing for bituminous Paving
- 4.1.5. Structural steel Inspection of welds and bolted connections
- 4.1.6. Masonry
- 4.1.7. Sprayed -on – fireproofing inspection and testing

4.2. Schedule:
- 4.2.0. Construction work will start immediately upon award of work.
- 4.2.1. The District has on-going projects that will require for construction testing services for multiple years.
- 4.2.2. Much of the District's construction work is performed in the summer months when the schools are not in session.

4.3. Types of Projects:
- 4.3.0. For the summer of 2022 the following projects are being planned for construction.
  - 4.3.0.1. Secure Vestibule Additions at Beyer Early Childhood and Carlson Elementary School
  - 4.3.0.2. Parking lot replacements at RESA, East High School,
  - 4.3.0.3. Playground Replacements at Marshall Elementary School and Bloom Elementary School
  - 4.3.0.4. Tennis Court Replacement at Jefferson High School.

4.4. Engineering Basic Services:
- 4.4.0. The Firm shall prepare planning documents such as soil boring reports with data and recommendations for design consultants to follow.
- 4.4.1. Observation reports shall include narrative and graphic descriptions of the work in progress conditions, result and recommendations. i.e., area where proof rolling was completed or location of concrete poured for cylinder tests.
- 4.4.2. The Firm shall consult and coordinate with the design consultant on recommendations for corrective work which may have a dollar impact to the project in excess of $5,000.00.
- 4.4.3. The Firm shall distribute via e-mail reports to Design Consultant, the District, and the Contractor i.e. observation reports and lab testing results:7 day, 14 day, 30 day.

5. COMPENSATION

5.1. The compensation for the Firm will be based upon units cost and hourly rates as submitted with this proposal.

5.2. Unit costs for samples and testing:

5.2.0. Soil Boring Test & Report – Basic quantity - Three borings at 15 feet	$/Lump sum
5.2.0.1. Additional boring at same site	$/boring
5.2.1. Moisture Density Test	$/test
5.2.2. Nuclear Density Gauge	$/day
5.2.3. Concrete Compression Tests	$/Cylinder
5.2.4. Fireproofing Density Testing	$/test
5.2.5. Masonry	$/test
5.2.6. Grout Cylinder	$/Cylinder

5.3. An hourly rate fee for staffing:

5.3.0. Principal Engineer	$/Hr.
5.3.1. Project Manager	$/Hr.
5.3.2. Engineering Technician	$/Hr.
5.3.3. Structural Steel Inspector	$/Hr.
5.3.4. Admin	$/Hr.

5.4. Unit costs for equipment

5.4.1. Trip Charge – (including Mileage and Truck)	$/trip

6. SUBMITTAL REQUIREMENTS

6.1. Provide one digital copy on a blank thumb drive four (4) hard copies

6.2. Submitted proposals must include all of the following information. Failure to include all of the required information may result in disqualification of the proposal.

7.2.1 Cover letter/letter of interest -A one page cover letter, specify the name of the lead firm, its mailing address, telephone number, fax number, website address and the name and email address of the individual to contact for further information. This letter should also identify all sub-consultants and related contact information. Finally, identify the office location or locations where the work will be completed.

7.2.2. Firm organization, credentials and background - In this section, the firm should include the following information: The organization and size of the firm, whether it is local, regional, national or international in operations. Describe the firm, how it is organized, years' experience related to providing services to school districts, and the resources it has committed to such districts. The location of the office from which the work is to be performed and the number of professional staff by staff level employed at that office. A description of the range of activities performed by the local office.

7.2.3. Qualifications and experience - In this section, the firm should include the following information: Resumes of key members who will be assigned to the project, including relevant experience and continuing professional education. Statements of the qualifications and experience of other staff who will be assigned to the project, including relevant experience and continuing professional education. Any limitations on the availability of staff or starting dates. Other service capabilities, which may be of interest to the District. Provide at least three (3), but no more than five (5), references from other public-sector clients.

7.2.4. Management Plan-In this section, the firm should include the following information: Describe how your firm will manage the work. If your firm is out of town, address how you will make arrangements to have your staff on-site and how frequent. Describe how your firm will handle quality, and cost/budget control.
7.2.5. RFP Offer Form for compensation
7.2.6. References as requested in Section 7.2.3.

8. EVALUATION CRITERIA

8.2. Proposals will be reviewed and evaluated on the following criteria by a selection committee, and firms may be asked to present their proposal in person or a zoom meeting for evaluation.
8.2.2. Firm Organization
8.2.3. Project team qualifications and accessibility
8.2.4. Proposed Management Plan
8.2.5. Cost per the RFP Offer Form
8.2.6. References

8.3. These criteria will be weighted per the attached Evaluation Matrix and will be totaled to determine the best fit for the District.
8.4. The Board reserves the right to reject any and all proposals submitted and to request additional information from all proposers.

9. PRICING

9.2. Any and all pricing submitted on the RFP Offer Form shall be held firm through June 30, 2025.

9.3. For any subsequent twelve (12) month period thereafter, and upon a minimum of sixty (60) days advance written notice to the District, Contractor may increase the price no more than the percentage change in the U.S. Department of Labor Consumer Price Index for All Urban Consumers, All Items (CPI-U), in effect during the previous twelve (12) month period or three (3) percent, whichever figure is less.

9.4. If no price changes are submitted the District will assume current prices are firm for the next twelve (12) months.

10. TERM OF CONTRACT

10.2. The initial contract term shall be for three (3) years effective on the contract award date through approximately June 30, 2025.

11. RENEWAL

11.2. Upon completion of the initial three (3) year contract term, up to two (2) optional one-year periods may be exercised by unilateral decision of the District with adequate notice to the selected vendor.

11.3. OPTION YEARS

11.3.2. July 1, 2025 to June 30, 2026
11.3.3. July 1, 2026 to June 30, 2027

12. REFERENCES

12.2. Please provide three (3) references, similar to Rockford Public School District 205, that you have had similar contracts with within the last three (3) years. Please list the name of the company/agency, person to contact, telephone number, email address, and the nature and size of the contract.

RFP OFFER FORM

RFP 22-51 Construction Testing Services

Rockford Public School District 205 (the District) will receive sealed proposals from qualified firms or individuals to provide construction testing services in accordance with the terms and conditions outlined in this document. These specifications are not intended to limit the products or services offered by the Contractor. The contractor shall perform, as required, all services described herein and/or all other services offered by the Contractor in its proposal and accepted by the District.

Item No.	Qty	Description	Unit Cost	Unit of Measure
		UNIT COSTS FOR SAMPLES AND TESTING		
1	1	**Soil Boring Test & Report (basic quantity - three (3) borings at fifteen (15) feet)**	$ _____	**LUMP SUM**
		Additional Boring at Same Site	$ _____	**BORING**
2	1	**Moisture Density Test**	$ _____	**TEST**
3	1	**Nuclear Density Guage**	$ _____	**DAY**
4	1	**Concrete Compression Test**	$ _____	**CYLINDER**
5	1	**Fireproofing Density Testing**	$ _____	**TEST**
6	1	**Masonry**	$ _____	**TEST**
7	1	**Grout Cylinder**	$ _____	**Cylinder**
		HOURLY RATE FEE FOR STAFFING		
8	1	**Principal Engineer**	$ _____	**HOUR**
9	1	**Project Manager**	$ _____	**HOUR**
10	1	**Engineering Technician**	$ _____	**HOUR**
11	1	**Structural Steel Inspector**	$ _____	**HOUR**
12	1	**Admin**	$ _____	**HOUR**
		UNIT COSTS FOR EQUIPMENT		
13	1	**Trip Charge (including mileage and truck)**	$ _____	**TRIP**

ADDENDA RECEIVED - The undersigned acknowledges receipt of Addenda ____ to ____ inclusive.

RFP OFFER FORM

RFP 22-51 Construction Testing Services

BID SUBMITTED BY:

Company **Signature of Company Officer *(required)***

Address **Typed Name & Title**

City, State & Zip Code **Date**

Phone No. **Fax No.**

E-mail **FEIN**

REFERENCES:
Offeror to provide three references of similar type work that would qualify your firm for this project:

Company Name/Contact Person	Phone	Email
Nature and Size of Contract		
Company Name/Contact Person	Phone	Email
Nature and Size of Contract		
Company Name/Contact Person	Phone	Email
Nature and Size of Contract		

RFP 22-51 Construction Testing Services Due: May 19, 2022 Time: 2:00 PM									
	Weight	Vendor 1	Notes	Vendor 2	Notes	Vendor 3	Notes	Vendor 4	Notes
Firm Experience and Qualifications	10%								
Project Team Accessibility	10%								
Proposed Approach to Scope of Work	30%								
Cost per RFP Offer Form	40%								
References	10%								
Best Fit for District	100%	0		0		0		0	

DRAFT

AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the « » day of « » in the year « 2022 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« Board of Education
Rockford School District No. 205
Winnebago and Boone Counties, Illinois
501 Seventh Street
Rockford, Illinois 61104 »

and the Consultant:
(Name, legal status, address, and other information)

« »« »

Consultant's discipline:

«Construction Testing and Consulting »

for the following Project:

« Project of the Rockford Public Schools as identified in the Request for Proposal No. 22-51 ("Request for Proposal"), for Construction Testing Services for building additions and general renovations. »

The Owner and Consultant agree as follows.

Owner is an Illinois public school district. This Agreement is the result of the award of a publicly advertised Request for Proposal issued by Owner pursuant to the provisions of the Illinois School Code pertaining to public contracts, particularly the provision of 105 ILCS 5/10-20.21. The Request for Proposal and all documentation included therewith, all Owner-issued Addenda thereto, and Contractor's proposal in response to the Request for Proposal form a part of this Agreement. The terms of Illinois statutes applicable hereto and policies of the Owner shall govern all terms and conditions of this Agreement as though fully set forth herein.

The Owner has or will be entering into contracts with different architectural/engineering firms to perform building additions, building and site replacement and renewal services at multiple school buildings (the "Program"). The Owner desires Consultant, and Consultant has agreed, to perform the professional services on behalf of Owner as more fully set forth herein.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Owner will utilize Consultant for various projects (each, a "Sub-Project") at Owner's various facilities (the "Facilities", and each a "Facility") as further specified on Exhibit A, attached hereto. Consultant will serve as the prime Construction Testing Services consultant. Throughout the Project, Consultant will work with Owner's internal Project Manager, internal Director of Design and Construction, contracted Program Manager (Integrated Facilities Solutions, Inc.), the assigned architects/engineers for each Sub-Project, and prime contractors awarded work for each Sub-Project.

The Consultant understands and acknowledges that its services under this Agreement to complete the Project necessarily includes the provision of services with regard to numerous Sub-Projects. Accordingly, whenever the context or use requires, references to "Project" shall be construed to refer to each or any applicable Sub-Project. »

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction, as revised by Owner.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Commencement of design, if other than the date of this Agreement:

« Consultant will perform the necessary preliminary review and testing in the Facilities as soon as possible.

Commencement of design and design milestones will vary – 2022-2024 »

.2 Completion of design:

« Varies – 2022-2024 »

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.3 Commencement of Testing

« Varies – 2022-2024 »

.4 Completion of Testing

« Varies – 2022-2024 »

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:
(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

« *See* Exhibit B – Consultant's Services.

The Consultant shall provide the professional services as further set forth herein and the Contract Documents. The Contract Documents are intended to complement each other. To the extent that the terms and conditions of the Contract Documents are inconsistent or in conflict, said inconsistency or conflict shall be resolved in favor of the order of the Contract Documents, beginning with this Agreement and then as listed in Section 11.2. Where there is no conflict or inconsistency between any of the terms and conditions contained in the Contract Documents, each of the Contract Documents shall have independent significance and be binding upon both parties. »

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.
(List name, address, and other information.)

« »

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall purchase from and maintain at its own expense during the term of the Contract, the insurance described in and in the amounts specified in the following subparagraphs and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of AM Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the Owner thirty (30)

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days prior notice thereof in writing. In the event of such expiration or decrease, the Owner may withhold money due and owing to Consultant, or which may become due and owing to Consultant, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. The Consultant is responsible for all insurance deductibles and Self-Insured Retentions and the Owner shall have no obligation to pay them.

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

Consultant shall not be entitled to receive from the Owner any additional compensation for any such insurance costs. At all times during the term of this Agreement, the Consultant and its independent contractors shall maintain, at their sole expense, insurance coverage for the Consultant, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	 $1,000,000 $1,000,000 $1,000,000
Commercial General Liability** A. Per Occurrence B. General Aggregate 1. General Aggregate – Property 2. General Aggregate – Per Project 3. General Aggregate – Products/Completed	 $1,000,000 $5,000,000 $3,000,000 $3,000,000
Comprehensive Auto Liability Uninsured Motorist Coverage	$5,000,000 bodily injury and property damage combined $150,000 per person, $500,000 aggregate
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; maximum $5,000,000 as prescribed in the Request for Qualifications.

** 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.

**** Limits of the commercial general liability and business auto liability may be met in combination primary policy and umbrella of the excess liability coverage.

§ 2.7.1 If any policy or coverage is written as "claims made" then coverage must be maintained for four (4) years after termination of this Agreement. Notwithstanding the existence of required insurance, Consultant 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 Consultant's direction and control when arising from or in any way related to the bid and resulting contract and Consultant's performance of its contract obligations.

§ 2.7.2 To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to name the Owner, its Board of Education, officers,

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employees, and agents as additional insureds (the "Additional Insureds"), shall be primary to any insurance carried independently by such Additional Insureds, shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with any loss, damage, or injury resulting from the negligence or other fault of the Consultant, Consultant's Agents, representatives, and employees, and shall contain a waiver of subrogation in favor of the Additional Insureds.

§ 2.7.3 The Consultant shall furnish the Owner with a certificate or certificates of insurance showing that such insurance is in effect. Insurance certificates shall also reference the Project. The Consultant will provide written notice to the Owner at least thirty (30) days prior to the cancellation, non-renewal, or reduction in the limits of liability endorsement, change in deductible per claim, or change in the limitations or exclusions of such insurance.

§ 2.7.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « Three Million Dollars » ($ « 3,000,000.00 ») per claim and « Three Million Dollars » ($ « 3,000,000.00 ») in the annual aggregate.

§ 2.8 The Consultant shall review laws, codes and regulations applicable to the Consultant's services and shall comply in the design of the Project with the professional standard of care with applicable provisions and standards of the applicable building code, fire code, and the Americans with Disabilities Act (ADA). The most stringent application of these codes and standards shall apply. In the design of the Project, the Consultant shall comply with the requirements imposed by governmental authorities having jurisdiction.

§ 2.9 The Consultant understands that performance of the Consultant's services will require communication with various entities involved in the completion of the Work, and the Consultant will, at no additional cost to the Owner, so communicate and take all steps necessary for compliance with the Conditions.

§ 2.10 The Consultant hereby agrees, to the extent permitted by law, to indemnify and hold harmless the Owner and its officials and employees against and from any claims, costs, damages, fees, losses, liabilities, suits and/or legal actions of any type by third parties, including claims for loss of or damage to property or bodily injury, including death, and claims for losses of any type, and from all judgments or decrees recovered therefore and from court costs and reasonable attorney's fees, to the extent caused by the negligent acts or omissions, material breaches, errors, or torts of the Consultant and its employees. The Consultant shall properly correct or remedy any negligent defects or problems caused by or related to any of the above, to the extent possible at no cost to the Owner.

§ 2.11 Time. The Consultant shall provide its services within the time limits established by the Owner. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.
(List name, address, and other information.)

« Michael Phillips »
« Chief Operations Officer »
« Rockford Public Schools »

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« 501 Seventh Street
Rockford, Illinois 61104 »
« Michael.Phillips@rps205.com »
« 815-489-722 »

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 5.2 The drawings, specifications, and other documents or data prepared by the Consultant and the Consultant's consultants for the Project, or any component of the Project, including but not limited to all original artwork, illustrations, design plans, and text, in whatever form or medium, written or electronic, including CAD, are Instruments of Service and the Owner shall be deemed the owner of all Instruments of Service. The Consultant and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client without the prior written consent of the Owner. To the extent that work, design, process, or product which is patented, copyrighted, or otherwise protected by an intellectual property right (whether common law, statutory, contractual or reserved), is incorporated into the Instruments of Service or the Work performed under this Agreement by the Consultant, the Consultant shall pay royalties and/or license fees for such patented or copyrighted designs, process or products. Consultant shall at its sole cost and expense indemnify, defend, and hold harmless the Owner against any claims by third parties of infringement of any copyrights or other common law, statutory, contractual or reserved rights incorporated into the Instruments of Service or the Work.

§ 5.3 The Owner has the right to reproduce, use, alter, and/or disseminate, and to create derivative works based upon, the Instruments of Service for other projects at its discretion; provided, however, that if the Owner reproduces or uses the Instruments of Service for another project, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Consultant and the Consultant's consultants on the Instruments of Service. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Consultant or its consultants.

§ 5.4 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's consultants.

§ 5.5 Except as otherwise stated in Section 5.3, the provisions of this Article 5 shall survive the termination of this Agreement.

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ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, by litigation in a court of competent jurisdiction within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work on the specific Sub-Project giving rise to the claim or cause of action. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as revised by Owner. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement may but shall not be required to be submitted to mediation. If Owner and Consultant each independently agree to mediation, such mediation shall proceed according to the provisions herein and as further set forth in the AIA Document A201-2017, as revised by Owner. If the responding party declines to mediate or fails to respond to the written request within 7 days of receipt, the sole method of dispute resolution for such claim shall be litigation in a court of competent jurisdiction.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« X »] Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Jurisdiction for all purposes of this Agreement and all parties hereto shall be the laws of the State of Illinois and venue shall lie in Winnebago County, Illinois.

§ 6.3 The provisions of this Article 6 shall survive the termination of this Agreement.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 7.7 Intentionally Omitted.

§ 7.8 The Owner's rights to use the Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

«**.1** An hourly fee to be paid in accordance with Sections 8.3 and 8.7, below;

.2 Unit costs for samples and testing in accordance with Sections 8.2 and 8.7, below. »

§ 8.2 The Owner shall compensate the Consultant for the following items performed and/or provided by Consultant during the course of the Project ("Unit Costs"):
(Insert amount of, or basis for, compensation.)

«
- Soil Boring Test & Report – Basic quantity – three (3) borings at fifteen (15) feet: $_____
- Additional Boring at same site: $_____/boring
- Moisture Density Test: $_____/test
- Nuclear Density Gauge: $_____/day
- Concrete Compression Tests: $_____/cylinder
- Fireproofing Density Testing: $_____/test
- Masonry: $_____/test
- Grout Cylinder: $_____/cylinder
- Trip Charge – (including mileage and vehicle): $_____/trip»

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§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«Consultant's standard hourly rates (the "Hourly Rates"):

- Principal Engineer: $_____/Hr
- Project Manager: $_____/Hr
- Engineering Technician: $_____/Hr
- Structural Steel Inspector: $_____/Hr
- Admin: $_____/Hr »

§ 8.4 Intentionally Omitted.

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses
§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

.1 Permitting and other fees required by authorities having jurisdiction over the Project;
.2 Project-specific insurance coverage riders or amendments necessary to comply with required insurance requirements above Architect's current limits;
.3 Reproduction and distribution costs associated with issues contract document; and;
.4 Payment of plan review fees or other imposed governmental agency fees.

§ 8.6.2 For Reimbursable Expenses the compensation shall be at actual cost of the expenses incurred.

§ 8.6.3 Intentionally Omitted.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner upon Owner's request.

§ 8.7 Payments to the Consultant.
§ 8.7.1 The Owner shall pay the Consultant for work performed by Consultant on an hourly basis, which shall be compensated pursuant to the Hourly Rates set forth in Section 8.3, above, and shall pay the Consultant for any samples or testing performed and provided by Consultant pursuant to the Unit Costs set forth in Section 8.2, above.

Consultant shall invoice the Owner upon the third (3rd) working day of each month for the services provided through the last day of the preceding month. Consultant's invoice shall include, at a minimum, a detailed statement of work performed, including the dates on which such work was performed, the time expended, and applicable Hourly Rate and Unit Cost, as well as any other information and supporting documentation to establish to the Owner's satisfaction that Consultant is entitled to the payment requested.

Contractor shall submit its invoice to the Owner's Accounts Payable Department at 501 Seventh St., Rockford, IL 61104. Copies of Consultant's invoice shall be submitted to the Chief Financial Officer, District No. 205, 501 Seventh Street, Rockford, Illinois 61104. Late invoices will not be processed by the Owner until the following month.

After verification of an invoice, the Owner shall pay the verified amount due to the Consultant within forty-five (45) calendar days after the Owner's Board of Directors approves of such payment. Payment of any disputed items may be withheld by the Owner until mutual agreement is reached between the Consultant and the Owner relative to the item or provision upon which the difference arises or until the matter is judicially resolved. Such suspension of payment shall not constitute a breach of the Contract by the Owner.

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ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« **§ 10.1** By signing the C103-2015 as revised, the Consultant hereby represents that (a) it has not employed or retained any company or person, working primarily for the Consultant, to solicit or secure this agreement by improperly influencing the Owner or any of its employees in any professional service procurement process; (b) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement; and (c) it understands that for the violation of this provision, the Owner shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

§ 10.2 By signing the C103-2015 as revised, the Consultant hereby represents that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity or national origin. The Consultant will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or

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transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

§ 10.3 The term of this Agreement shall commence and be effective as of the date of this Agreement and shall expire 11:59 PM on November 30, 2024. »

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below (the "Contract Documents"):

.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant, as revised by Owner.

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction, as revised by Owner.

.3 Scope of Services Exhibit(s) listed in section 2.1.

.4 Other documents:
(List other documents hereby incorporated into the Agreement.)

«Exhibit A – Project Assignments
Exhibit B – Consultant's Services
Request for Proposal No. 22-51 and all documentation included therewith
Consultant's Proposal in response to the Request for Proposal No. 22-51»

This Agreement entered into as of the day and year first written above.

OWNER
Board of Education
Rockford School District No. 205
Winnebago and Boone Counties

« »« »
President

« »« »
Secretary

CONSULTANT

« »« »

_____
(Printed name, title, and license number, if required)

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