

Request for Proposals

Contract for Non-Instructional Services

Leased Digital Multi-Function Devices



Frankfort School District 157-C

Notice and Invitation to Proposal

The Board of Education of Frankfort School District 157-C, Will and Cook Counties, Illinois, (“School District” or “Board”) is requesting and accepting proposals from qualified vendors to replace digital multi-function copiers/printers. The selected vendor will provide the district with a replacement plan of industry recognized multifunction devices of reliability, performing all common handling functions.

Proposals are to be addressed to:

Frankfort School District 157-C
District Office
10482 W. Nebraska Street
Frankfort, IL 60423
Attn: Mrs. Kate Ambrosini, Director of Business and Operational Services

Proposals are being sought for a three-year or four-year contract pursuant to specifications stated herein. Said proposal must be in full compliance with Public Act 095-0241 (105 ILCS 5/10-22.34c Third Party Contracting for Non-Instructional Services).

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SECTION 1: INSTRUCTIONS TO VENDORS

Proposal Schedule:

<u>Activity</u>	<u>Date</u>
Issuance of Request for Proposal:	November 12, 2018
Deadline for Written Requests for Clarification:	November 19, 2018 at 9:00 am
Deadline for the Publication of Addendum:	November 26, 2016 at 12:00 pm
Deadline for Submission of Proposal:	November 30, 2018 at 9:00 am
Board of Education Recommendation and Approval:	December 19, 2018

The Board reserves the right to modify any part of the above schedule.

Additional Requests for Clarification:

Prospective vendors may request that the Board of Education clarify information contained in the *Request for Proposal (RFP)*. Deadline for requesting clarification is November 19, 2018, at 9:00 am. All such requests must be made in writing, sent by email, to Kate Ambrosini, Director of Business and Operational Services, at kambrosini@fsd157c.org and copied to Sandy Pechtold, Administrative Assistant, at spechtold@fsd157c.org. A written response addendum to all written requests for clarification will be prepared and posted to the school district's website by November 26, 2019 at 12:00 pm.

Addenda to RFP:

If clarification of the specifications/instructions is required, the School District will clarify the specifications/instructions in the form of an addendum posted to the school district's website.

The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all vendors will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the School District (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful vendors with the opportunity to modify their bids to reflect such legislative changes.

Bid Submission:

Proposals will be accepted until **9:00 am on November 30, 2018**.

Proposals shall be submitted on the forms provided with these specifications and included in the RFP. Submitted bids shall be in a sealed envelope clearly marked "**Leased Digital Multi-**

Function Devices” with the name and address of the vendor and the date and time of the bid opening, and must be delivered to:

Frankfort School District 157-C
District Office
10482 W. Nebraska Street
Frankfort School District 157-C
Attn: Mrs. Kate Ambrosini, Director of Business and Operational Services

All vendors must complete, sign and submit the attached *Bid-Rigging Certificate, Certificate of Independent Bid Determination, Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions, Certification Regarding Lobbying, and Disclosure of Lobbying Activities, and Additional Vendor Certifications.*

Oral Interview:

The Board may invite some or all vendors to participate in an interview process to discuss their proposal and to answer any questions the Board may have regarding the submitted proposal. The Board will notify the qualified proposal contact person, as listed in the proposal, to arrange the interview.

No Consideration After Date and Time Specified:

Proposals submitted after 9:00 am on November 30, 2018 will not be considered. Postmarks or dating of documents will be given no consideration in the case of late proposals. The Vendor assumes the risk of any delay in handling or delivery of mail. The Board is not responsible for delayed deliveries and does not recognize postmarks as representing the fact that a proposal has been “received” by the Board before the specified deadline. Proposals sent by facsimile or electronic mail will not be accepted or considered. It is the sole responsibility of the vendor that the response reaches the School District on time, at the place, and in the manner required herein, to avoid disqualification.

Right to Reject Any or All Proposals:

The Board reserves the right to reject any or all proposals, in whole or in part. A contract will be awarded only after the Board gives a formal notice to a vendor pursuant to action. The Board of Education reserves the right to waive any and all irregularities and formalities with respect to proposals. All decisions of the Board shall be considered final. The Board reserves the right to reject a proposal from a vendor who, in the Board’s opinion, does not exhibit past experience equal to the size and scope of this project or who does not submit the proposal per the RFP requirements.

No Relief for Errors or Omissions:

All proposals shall be submitted with each space properly completed. No claim for relief because of errors or omissions in the bidding will be considered, and vendors will be held strictly to the proposals as submitted.

No Deviations or Exceptions:

All proposals shall be submitted on the forms provided with these specifications without deviation or exception. Proposals submitted on forms other than the attached forms may be rejected.

Submission Indicates Vendor is informed:

The submission of a proposal will be construed as an indication that the vendor is fully informed as to the extent and character of the service required hereunder and can offer the services in compliance with the specifications.

Proposal Withdrawal or Changes:

Proposals may be withdrawn by letter, fax or in person prior to the time and date established for the opening of proposals.

No Proposal Modification without Written Approval:

Once the proposals have been opened, such proposals may not be modified in any way without the written approval of the District. All vendors will be bound by any and all math calculations, misquotes or mistakes of any kind once the proposals have been opened.

No Gratuity in Connection with Proposal:

No employee of the District is to be extended any form of gratuity in connection with this proposal.

Right to Investigate Vendor's Ability to Fulfill Contract Terms:

The District reserves the right to make such investigation as is necessary to determine the ability of the vendor to fulfill all proposal requirements and contract terms.

SECTION 2: GENERAL CONDITIONS

The Contract of Leased Digital Multi-Function Devices (“Lease or Contract”) shall be between the Board of Education of Frankfort School District 157-C (“School District” or “Board”) and the successful vendor (“Vendor”).

All proposals shall remain valid and subject to acceptance for a period of one hundred and eighty (180) days after the proposal opening date.

Contract Period:

The contract period would commence on December 28, 2018 and will begin with providing digital multi-function devices for the remainder of the 2018-19 school year and will continue until December 31, 2021, unless sooner terminated in accordance with the Contract.

Proposal Protest Procedures:

Prior to Proposal Opening: Any vendor or potential vendor who has a complaint or dispute concerning the proposal procedures contained herein may file a written protest with the Director of Business and Operational Services, Kate Ambrosini, at the proposal address listed above, within five (5) days of the action being protested or disputed and at least ten (10) days prior to the date for the proposal opening, explaining in detail the specific nature of his or her complaint or dispute. Within ten (10) days of receiving the protest, the Director of Business and Operational Services shall meet with the vendor or potential vendor and his or her representative to attempt to resolve the complaint or dispute. If the vendor or potential vendor is not satisfied after such meeting, he or she may file a written request prior to the date for the bid opening to appear before the Board of Education at its next regular meeting, at which time the Board of Education will make a final decision concerning the complaint or dispute. The District in its discretion may delay the proposal opening while the dispute is pending. Failure to make timely objection to the proposal procedures contained herein in accordance with these procedures shall constitute a waiver of any complaint or protest by the vendor or potential vendor.

After Proposal Opening: FSD 157-C must adhere to applicable practices established by State law and good administrative practice. A Vendor claiming wrongful treatment must formally notify the Director of Business and Operational Services, Kate Ambrosini, within five (5) calendar days from the date of the proposal award questioned, in writing, at the same address as the proposal opening. The notification from the Vendor must state the nature and grounds of the protest. Such written protest shall be addressed to Kate Ambrosini, Director of Business and Operational Services, FSD 157-C, 10482 W. Nebraska Street, Frankfort, Illinois 60423. The envelope shall be clearly labeled with the phrase “PROTEST”. The Director of Business and Operational Services will respond to the protesting vendor with ten (10) days of receipt of the written protest. In the event that the vendor does not agree with the decision of the Director of Business and Operational Services, the vendor may appeal to the Board of Education, in writing, within five (5) days of receipt of the Director of Business and Operational Services’ response. The notification from the supplier shall be in an envelope and clearly marked “PROTEST APPEAL” and addressed to the Board of Education FSD 157-C, 10482 W. Nebraska Street, Frankfort, Illinois 60423. The Board of Education will convene at its next regularly scheduled meeting after receipt of the protest to review the question. All parties having made a proposal that was reviewed and found eligible for consideration will be notified and will have

an opportunity to be present at the hearing. The Board of Education reserves the right to limit the amount of time of the hearing and the amount of time for the presentation of evidence of all parties. The Board will deliberate and make known its decision in writing to all concerned. All protests will be disclosed to the Illinois State Board of Education.

Vendors in Default:

No proposal will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the School District upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to said School District, or has failed to perform faithfully any previous contract with the School District.

Non-Discrimination:

Vendor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 et seq.) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the *Illinois Human Rights Act*. The Vendor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act* (42 U.S.C. § 12101 et seq.) and rules and regulations promulgated thereunder.

To extent applicable, the Vendor agrees to comply with the provisions of the *Occupational Safety and Health Act of 1970* (29 U.S.C.A. § 651 et seq.) and the standards and regulations issued thereunder.

Signature Constitutes Acceptance:

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein and that the Vendor has read the Contract Documents and is fully aware of the terms hereof.

Exceptions:

Any exceptions to these terms and conditions in deviation from the written specifications must be shown in writing and attached to the proposal form. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3-5.4) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/2-5.11). As such, Vendor shall not include such taxes in its proposal.

Federal Excise Taxes:

The Board is exempt from paying Federal Excise Taxes (26 U.S.C.A. § 4221). As such, Vendor shall not include such taxes in its proposal.

Vendor to Pay Taxes:

The Vendor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Vendor. Vendor shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the *Illinois School Code* (105 ILCS 5/10-20.21) and the *Illinois Use Tax Act* (35 ILCS 105/1 et seq.). The payment of this tax will take place regardless of whether the Vendor is a retailer maintaining a place of business within this State. The cost of such tax shall be borne solely by the Vendor as part of the Contract price. Vendor shall not be reimbursed or paid any taxes unnecessarily paid by Vendor when not required due to the Board's tax-exempt status. The Vendor certifies that it is not barred from bidding or entering into this

contract under Section 10-20.21(b) of the School Code and that the School District may declare this Contract void if this certification is false.

Vendor to Pay Taxes:

Proposals must include an “all-in” monthly cost per piece of equipment including maintenance and lease price per specifications included in this RFP.

Proposals are Property of the School District:

All completed proposals and supporting documentation submitted shall be the property of the School District.

Until such time as a Contract is awarded, no vendor, prospective or otherwise, shall be provided access to any supporting proposal documents received by the School District. All supporting proposal documents shall be held strictly confidential and shall be reviewed and evaluated solely by School District employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the Contract has been awarded. Violation of this clause by any vendor, prospective or otherwise, shall result in automatic disqualification of the vendor from being awarded the Contract.

SECTION 3: SCOPE

This information is provided to assist vendors in evaluating the Board's bid and submitting a proposal, and does not supplant the terms and conditions of the proposal, including attachments to the proposal, nor substitute for a careful review of the proposal and Contract by the vendors. This proposal contemplates and is intended to procure digital multi-function devices under the form of a contract for Frankfort School District 157-C.

The digital multi-function devices shall be operated and maintained as a benefit to the School District's students, faculty, and staff.

School District's Geographical Boundaries:

The School District is an elementary school district in Illinois and is located 35 miles southwest of Chicago. The School District has an enrollment of approximately 2500 students and has 3 schools. The School District's students and facilities are located in Frankfort, Illinois.

Length of Contract and Services

The Vendor shall provide leased multi-function devices for a term commencing December 28, 2018 and continuing through December 31, 2021 (3- year lease), unless sooner terminated in accordance with the Contract.

The District is requesting an additional cost on the leasing of the same multi-function devices for a term commencing on December 28, 2018 and continuing through December 31, 2022 (4-year lease).

Equipment Description

All digital multi-function devices shall be newly manufactured with no used or refurbished devices and/or parts. All proposed equipment shall have at a minimum equal or better specifications, to the equipment it is replacing. All proposed equipment shall, at a minimum meet the following requirements:

1. All digital copiers shall be capable of producing black and white documents and a smaller number shall be capable of producing color documents.
2. All digital copiers shall be capable of producing double-sided prints/copies.
3. All copiers should have the capability of printing on sizes letter (8 ½ × 11), legal (8 ½ × 14) and ledger (11 × 17); on white and color paper.
4. All copiers should have the capability of printing on sizes letter (8 ½ × 11), legal (8 ½ × 14) and ledger (11 × 17); on white and card stock.
5. All digital copiers shall have stapler finisher capabilities.
6. All digital copiers shall have three-hole punch capabilities.
7. All digital copiers shall have a high capacity paper tray.
8. All digital copiers shall possess an automated document feeder.
9. All digital copiers shall have a bypass tray for the purpose of printing on specialized stock.
10. All digital copiers shall be capable of enlarging documents in preset increments.

11. All digital copiers shall be capable of reducing documents in preset increments.
12. All digital copiers shall have the capability of restricting user access by the use of security codes.
13. All digital copiers shall have the capability of restricting user access by the use of proximity cards owned by the District.
14. All digital copiers shall be capable of facsimile transmission and scan to email using pdf format.

Networking

All digital copiers shall have the ability for a network connection using Ethernet TCP/IP protocol and meeting the following requirements:

1. The networked digital copiers will be connected to the District's network using the TCP/IP protocol. Bandwidth speeds are capable to 1000 mbps.; depending upon location.
2. Networked digital copiers shall allow printing from any device from within the Districts' networks.
3. If device driver software is necessary for computers to gain access to all the functions of the device, device drivers shall be available and provide the same services to each platform.
4. Upon being properly authenticated to the networked digital copier, each device shall be able to be managed over the network using a browser.
5. The responder shall specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, surge protection, etc.
6. All proposed equipment will be guaranteed to not interfere with any networked printing device of any kind currently installed within any District.
7. All copiers will have the capability of allowing a user to determine what device a print job should print on after the job has been submitted.

Maintenance Support Services

All responders are responsible for providing maintenance and support on the provided equipment. All proposed maintenance/support agreements shall at a minimum meet the following requirements:

1. The maintenance/service agreement shall commence upon delivery of the equipment.
2. The ability to initiate service and/or maintenance will include web/internet and phone and will include confirmation of service returned to the initiator.
3. Responder shall provide telephone support number for placing service calls, which will be available Monday through Friday, 7:00 a.m. to 4:00 p.m., excluding legal holidays.
4. The Responder shall maintain a minimum average rate of 97% uptime per copier per calendar quarter with 4-hour response to service calls. The average uptime rate is

based upon the number of business days per calendar quarter, excluding each District's recognized holidays.

5. The Responder will maintain a 1-hour confirmation of service call receipt.
6. The vendor will maintain a one (1) business day maximum downtime for equipment.
7. Vendor personnel must comply with all district policies regarding employee conduct while on district property.
8. Vendor personnel must be factory trained, uniformed, and clearly identified with an id badge.
9. Vendor personnel must fully cooperate with district personnel in the timely resolution of requests.
10. The district is not responsible for injuries, accidents, or workplace infractions while on district property.
11. The district is not responsible for parking infractions, moving violations, fees or fine incurred by vendor while on district property.
12. All copies or "clicks" made by vendor personnel in the performance of their maintenance duties must be deducted from the districts overall cost.
13. The district is not responsible for any tools, computers, equipment, or personal items brought onto campus by vendor personnel.
14. Poor performing and/or problematic copier units will be replaced with new similar equipment repaired to manufacturer's specifications and/or repaired to each District's satisfaction.
15. Initial training of each District's personnel shall be conducted upon equipment installation and at no cost to any District.

Installation, Set-up and Training of All Multi-Function Devices

All responders are responsible for providing all installation and set-up services on the provided equipment. All installation and set-up services shall at a minimum meet the following requirements:

1. Installation and set-up of all equipment may commence on December 28, 2018. Installation and set-up must take place on Monday through Thursday between the hours of 7:00 am and 3:00 pm.
2. All installation and set-up of equipment stated in this proposal shall be completed by January 4, 2019. Failure to complete the installation and set-up of all the equipment stated in this proposal to the satisfaction of the District will result in a credit to the district of one monthly payment per piece of equipment not installed or set-up by the vendor.
3. The District must be notified by December 15, 2018, of any and all additional requirements needed for the installation and set-up of all equipment stated in this proposal. Failure to be notified of any and all additional requirements for the

installation and set-up of the equipment will result in a credit to the district of one monthly payment.

4. Installation shall include, but is not limited to, each device being fully operational while meeting the terms and conditions of this RFP.

Leasing/Pricing Requirements

1. Responders shall provide price based on a lease
 - a. With fair market value (FMV) option at lease termination.
 - b. With a \$1.00 buy-out at the lease termination.
 - c. Early buyout and integration of 12/27/2019 lease.
2. The equipment lease pricing shall be based on a 36-month term. The vendor may provide an equipment lease based on a 48-month term.
3. The monthly equipment lease payment shall be structured as a base equipment lease payment with no additional charge per prints.
4. The maintenance agreement shall be structured as a base service cost with no additional charge based on monthly prints.
5. The lease and maintenance agreement price shall be fixed for the term of the contract.
6. The District does not guarantee any specific monthly print volumes/copies for the length of the lease.
7. Maintenance agreement pricing shall include all maintenance, repairs, parts and consumable supplies (excluding staples and paper).

Vendor's Obligations

The Vendor shall perform all the services described in the RFP and in the Contract and make any arrangements that may not be described, but that are necessary to perform these services. The Vendor will provide all services throughout the term of the Contract.

In addition, the Vendor will require all employees to follow all applicable Board policies and administrative procedures concerning appropriate behavior of persons in and around schools and other School District facilities.

SECTION 4: PROPOSAL REQUIREMENTS

This portion of the Bid outlines the information that must be provided by each vendor and the required format for the Proposal. Any Proposal that does not include the required information or does not otherwise conform to the format specified may be rejected. Please refer also to the Instructions to Vendors and General Conditions Sections of this Bid for additional Proposal requirements.

Proposals must demonstrate an understanding of the Scope of Work and the ability to accomplish the tasks set forth and must include information that will enable the Board to determine the vendor's overall qualifications.

Any exceptions to the terms and conditions contained in the Proposal or the Contract, or any other special considerations or conditions requested or required by the vendor shall be enumerated by the vendor and be submitted as part of its Proposal, together with an explanation of the reason(s) such terms and conditions cannot be met. Each vendor shall be required and expected to meet the Proposal requirements in their entirety, except to the extent exceptions are expressly noted. All pricing factors must be clearly indicated in the vendor's pricing schedule provided as part of the Proposal.

Introductory Letter

Vendors must provide an introductory letter on company letterhead, which provides a summary of their Proposal. This letter must contain a statement indicating that the vendor agrees to be bound by the terms and conditions of this Proposal, the vendor's Proposal, and the contract to be entered into by the parties.

Profile of Firm

Provide an overview of your company, size, experience and its key personnel.

Appendices

The following appendices must be completed in their entirety and submitted:

- **Appendix A: Cost Proposal**
- **Appendix B: FSD157-C Replacement Multi-Function Digital Devices**
- **Appendix C: Contractor Background Questionnaire and Information**
- **Appendix D: Additional Contractor Certifications**

Training Plan

Provide a detailed training plan for the employees of Frankfort 157-C that will be provided by the vendor upon the opening of each school in January 2019. A separate training plan should be detailed for the office staff versus the teaching staff.

Supplemental Documentation

Vendors shall provide any Supplemental Documentation to describe any other resources to be provided by their company, not listed above.

Appendix A:

Cost Proposal

Part 1: Lease Agreement - 2018 Lease Agreement

Number of Multi-Function Devices	<u>Lease/Purchase</u>	<u>Lease/Purchase</u>	<u>Lease/Purchase</u>	Fair Market Value (FMV) at lease termination	<u>Lease/Purchase</u>	Fair Market Value (FMV) at lease termination
	monthly cost for 3 years with \$1.00 buy-out after 3 years for 2018 lease	monthly cost for 4 years with \$1.00 buy-out after 4 years for 2018 lease	monthly cost for 3 years with fair market value (FMV) after 3 years for 2018 lease		monthly cost for 4 years with fair market value (FMV) after 4 years for 2018 lease	
Annual Volume of Copies Included with Each Lease Agreement (up to 4 decimal places: i.e., 0.4321)						
B & W Copies						
Color Copies						
Cost of Each Copy Over the Amount Included with Each Lease Agreement (up to 4 decimal places: i.e., 0.4321)						
B & W Copies						
Color Copies						

Part 2: Service/Supplies Cost

Monthly Cost of Service/Maintenance/Supply Agreement for Each Lease Agreement						

Building Location	Equipment Notes	Lease End Date	Current Equipment					Reeplacement Equipment			
			Equipment Make	Equipment Model	Color Device?	Color Preferred?	Approximate Pages	Equipment Make	Equipment Model	Color Device?	Projected Pages
District Office	Main Office	2019	Xerox	D95	No	Yes	471,702				
District Office	Special Ed Copy Room	Owned (replace in 2018)	Canon	iR7095	No	No	434,374				
Grand Prairie	Main Office	2019	Xerox	D95	No	Yes	1,970,251				
Grand Prairie	Gold Wing	2018	Xerox	D95	No	No	964,610				
Grand Prairie	Teachers Workroom	2018	Xerox	D95	No	No	3,039,730				
Grand Prairie	Purple Wing	2019	Xerox	D95	No	No	1,163,529				
Chelsea	Main Office	2018	Xerox	D95	No	Yes	1,031,422				
Chelsea	Teachers Workroom	2019	Xerox	D95	No	No	1,979,108				
Chelsea	New Wing	2019	Xerox	D95	No	No	1,566,126				
Chelsea	Teachers Workroom	2019	Xerox	D95	No	No	2,626,424				
Hickory Creek	Main Office	2018	Xerox	D95	No	Yes	1,263,529				
Hickory Creek	Teachers Workroom	2019	Xerox	D95	No	No	3,036,254				
Hickory Creek	Library	2019	Xerox	D95	No	No	3,401,654				

Bid-Rigging Certification

_____, a duly
(Agent)

authorized agent of _____,
(Contractor)

do hereby certify that neither _____,
(Contractor)

nor any individual presently affiliated with _____
(Contractor)

_____, has been barred from bidding on a 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 38 of the Illinois Revised Statutes.

Authorized Agent

Contractor

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify on behalf of the bidder to be true and complete in every respect:

- 1) I have read and I understand the contents of this Certificate;
- 2) I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 3) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 4) For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who;
 - has been requested to submit a bid in response to this invitation for bids;
 - could potentially submit a bid in response to this invitation for bids, based on their qualifications, abilities or experience;
- 5) The bidder discloses that [check one of the following, as applicable]:
 - ___(a) the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - ___(b) the bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this invitation for bids, and the supplier/bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 6) Without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement by or on behalf of the bidder with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a bid; or
 - the submission of a bid which does not meet the specifications of the invitation for bids; except as specifically disclosed pursuant to paragraph (5)(b) above;
- 7) In addition, there has been no consultation, communication, agreement or arrangement with any competitor by or on behalf of the bidder regarding the quality, quantity, specifications or delivery particulars of the products or services to which this invitation for bids relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
- 8) The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above; and,
- 9) I understand that the accompanying bid will be disqualified if this certification is found not to be true and complete in every respect.

Signature of Authorized Agent

Date

Printed Name

Title

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

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

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

1. TYPE OF FEDERAL ACTION

a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance

2. STATUS OF FEDERAL ACTION

a. Bid/offer/application b. Initial award c. Post-award

3. REPORT TYPE

a. Initial filing b. Material change For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

Prime Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known

9. AWARD AMOUNT, if known

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ Actual Planned

12. FORM OF PAYMENT (check all that apply)

a. Cash b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)

a. Retainer b. One-time fee c. Commission
 d. Contingent fee e. Deferred f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. YES NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORIGINAL SIGNATURE

PRINT NAME OR TYPE

TITLE

TELEPHONE NUMBER

DATE

**INSTRUCTIONS FOR COMPLETION OF
ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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Springfield, Illinois 62777-0001

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY



COMMUNITY CONSOLIDATED SCHOOL DISTRICT 157-C

Additional Contractor Certifications

**Sexual
Harassment**

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

Contractor further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Print Name

Signature

Date

Contractor

No Smoking/Tobacco

The undersigned Contractor agrees that he/she/it and his/her/its employees and subcontractors will abide by the Board's no smoking/tobacco policy on all District sites and on all Contractor's buses.

Print Name

Signature

Date

Contractor

Drug Free Workplace

The undersigned Contractor, having twenty-five (25) employees or more, does hereby certify pursuant to Section 3 of the Illinois *Drug Free Workplace Act* (30 ILCS 580/3) that he/she/it shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois *Drug Free Workplace Act* and further certifies that he/she/it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois *Drug Free Workplace Act*.

Print Name

Signature

Date

Contractor

Frankfort

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 157-C

**This information must be completed in its entirety from every bidder
responding to this *Request for Proposal*.**

Contract Name: _____

Address: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Fax Number: _____

Is your company wholly-owned? If not, identify parent company: _____

Gross sales from last fiscal year: _____

Total number of contracts in Cook, Will counties: _____

Where is your company headquarters located: _____

Is your company an equal opportunity employer? _____

How many total employees does your company have? _____

Company annual revenue for fiscal year 2018: _____

Company annual revenue for fiscal year 2017:

Company annual revenue for fiscal year 2016:

Will you serve as the primary Contractor and take responsibility for coordinating the efforts of any/all third parties?

If the Contractor is proposing to use a subcontractor on this project, please provide background information on the subcontractor, contractor relationship with that firm and the specific services that the subcontractor will be providing on the project. A complete list of subcontractors is required. The District has the right to approve all subcontractors of the Contractor at any time.

Please provide descriptions of the services proposed, including staffing descriptions and key assumptions.

Please indicate what training is provided to your staff.

Type:

Annual hours:

Please suggest any areas in which you foresee potential cost savings to the School District and identify what those savings would be.

Print Name

Signature

Date

Contractor

Frankfort

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 157-C

References

Please list at least three (3) references. School Districts are preferred

School District

Address

Contact

Contact's Title

Phone Number

Email Address

School District

Address

Contact

Contact's Title

Phone Number

Email Address

School District

Address

Contact

Contact's Title

Phone Number

Email Address

School District

Address

Contact

Contact's Title

Phone Number

Email Address

School District

Address

Contact

Contact's Title

Phone Number

Email Address
