

Lyons Elementary School District 103
REQUEST FOR PROPOSAL (RFP) FOR SERVICES RFP Financial and Compliance Audit
SUBMITTALS WILL BE RECEIVED UNTIL:
11:00 A.M. (Local Time) on Friday, January 18, 2019

RE: Request for Proposal (RFP), Financial and Compliance Audit Services. The purpose of this RFP is to solicit the services of a firm to perform financial and compliance audits of Lyons Elementary School District 103, and the financial audits of the Activity Funds.

RFP Opening: **Friday, January 18, 2019 at 11:00 A.M at the District Offices.**

Copies of the RFP documents are available by download from the District's Finance webpage at www.sd103.com. Refer all questions relative to the business and technical aspects of the RFP by email to Joseph Ventrella in the Finance Department at ventrellaj@sd103.com.

Legal Ref: 105 ILCS 5/2-3.27, 5/2-3.28, 5/3-15.1, 5/10-21.4, 5/10-20.19, and 5/17-1.

Lyons Elementary School District 103

REQUEST FOR PROPOSAL (RFP) FINANCIAL AND COMPLIANCE AUDIT SERVICES – DATED 01/18/19

SUBMITTALS WILL BE RECEIVED UNTIL: 11:00 A.M. (Local Time) on Friday, January 18, 2019.

FOR SUPPLIES, MATERIALS OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME STATED IS ALSO THE TIME OF THE RFP OPENING. IF YOU DESIRE TO SUBMIT A RFP, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE. IF YOU ARE DECLINING TO PROPOSE, PLEASE DO SO ON THE **STATEMENT OF NO INTEREST FORM.**

Addressed to:
Dr. Sherry Whitaker, CSBO
RFP Financial and Compliance Audit Services
Lyons Elementary School District 103
4100 Joliet Avenue
Lyons, IL 60534

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFPS

Lyons Elementary School District 103 (or District as the context may require) reserves the right to reject any or all submittals in response to this RFP. One copy of this RFP is enclosed for your convenience.

- a.) Please return a copy of the required forms in a SEALED envelope. NOTE: FAXED submittals **are not acceptable and will be rejected** as non-responsive. Please complete all forms and respond if not applicable, and why.
- b.) Submittals are to be addressed as shown above.
- c.) The District reserves the right to increase or decrease services or quantities shown on this RFP.
- d.) The District reserves the right to cancel any agreement and/or purchase orders (if applicable) if the delivery or completion is not performed in accordance with the RFP document and the date stated.
- e.) This RFP will be awarded to the highest ranked, responsive and responsible Proposer complying with these conditions and specifications and determined to be the most advantageous to the District. All rights are reserved by the District to determine the selection that in its judgment meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.
- f.) The Proposer'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 relating to wages of laborers, preference to citizens of the United States and residence within the State of Illinois, and discrimination and intimidation of employees. This RFP 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. Proposer agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this RFP and to the performance of the Contract in the event the Proposer is awarded the RFP. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference and became a part of this proposal and specifications.
- g.) 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. Proposer, by submitting a

RFP, agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

- h.) Complete, sign and return the following forms: General Conditions and Instruction for All RFPs, RFP Offer Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Supplier Conflict of Interest Disclosure Form, and any other required submittals.
- i.) No submittals in response to this RFP may be withdrawn after the official opening. All submittals in response to this RFP must be valid for a minimum period of sixty (60) days after the date set for the RFP submittals opening. Please check the Terms and Conditions for any variation of this requirement.
- j.) The successful Proposer must submit a separate invoice for each month of service. The information on that invoice shall cover ONLY that one month and shall include any beginning account balance.
- k.) On the attached documents, please type on the RFP sheet(s) the information that is requested. If there is insufficient room for your information on this RFP sheet(s), please present data on a separate sheet (one item to a sheet).
- l.) Any interested party, including all Proposers, may examine the RFP summary after RFPs have been awarded by the District. The RFP summary will be available at the District Finance Department, 8:00 A.M. to 4:30 P.M., Monday through Friday. RFP recaps may also be reviewed by visiting www.sd103.com
- m.) A Proposer's signature on this RFP Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the RFP. Unless notified otherwise, should no offer be received, the firm may be subject to being removed from the Proposers list.

The above General Conditions and Instructions are applicable to all RFPs. Additional Terms and Conditions and Specifications are supplied for each RFP.

Please address all questions relative to this RFP by email to the ventrellaj@sd103.com . All request for information must be submitted at least three working days (Monday – Friday) prior to the RFP due date and time. Responses to questions will be reviewed and if a response or clarification to the RFP is issued it will be issued via an amendment to the RFP and published on the District website. Any request for information submitted after the deadline will not receive a response.

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED; FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF RFP.

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 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 RFPs FORM:

_____ Name of Firm	_____ Address
_____ Signature of Authorized Representative	_____ City, State and Zip
_____ Area Code Telephone Number	_____ Federal Employer Identification

LATE RFP's CANNOT BE ACCEPTED!

SEALED RFP PROPOSAL

OPENING DATE: Friday, January 18, 2019

OPENING TIME: 11:00 A.M. (Local Time)

DESCRIPTION: Financial and Compliance Audit Services

ATTN: Dr. Sherry Whitaker

DATED MATERIAL -- DELIVER IMMEDIATELY

PLEASE AFFIX THIS RFP PAGE TO THE ENVELOPE ENCLOSING YOUR PROPOSAL.

PLEASE SUPPLY YOUR FIRM'S SERVICE LITERATURE WITHIN THE ENVELOPE THAT CONTAINS YOUR SEALED PROPOSAL.

LATE SUBMITTALS CANNOT BE ACCEPTED!

STATEMENT OF NO INTEREST – RFP

NOTE: If you are unable to submit a RFP for this work, please complete and return this form immediately.

The Finance Department of the District wishes to keep its Suppliers file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular Supplier list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

RFP Financial and Compliance Audit Services

We are unable to submit a proposal for this work due to the following:

- Too busy at this time
- Bond requirement
- Insurance requirement
- Length of time required to obtain payment
- Remove us from your list for this commodity/service
- Unable to meet specifications
- Not engaged in this type work
- Site location too distant
- Project is too large too small
- Other (specify below)

Do you wish to be considered in the future for similar projects? Yes No

REMARKS:

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

Return to:

Dr. Sherry Whitaker, CSBO
 RFP Financial and Compliance Audit Services
 Lyons Elementary School District 103
 4100 Joliet Avenue, Lyons, IL 60534

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

Authorized Agent of Contractor

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

MINORITY AND WOMEN-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.

“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-owned businesses.

SUPPLIER MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR RFP. FAILURE TO DO SO MAY RENDER THE PROPOSERS RFP UNACCEPTABLE.

- A. Representation. The Proposer represents that it is (), is not () a minority-owned business concern.
- B. Representation. The Proposer represents that it is (), is not () a women-owned business concern.
- C. Representation. The Proposer represents that it is (), is not () a disabled-owned business concern.

Please Check Appropriate Representation(s):

African American (AFRAM) Caucasian (CAUC) Native American (NAAM)
 Hispanic American (HISP) Asian-Pacific Am. (ASIAP) Asian-Indian Am. (ASIAI)
 Other _____ (identify) Women Owned (W)

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

**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 District.

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.

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

PR/Award Number of Project Name

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

PR/Award Number of Project Name

OFAC Compliance

RFP Financial and Compliance Audit Services

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Lyons 103 resulting from this RFP 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.

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

PR/Award Number of Project Name

SUPPLIER CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

All businesses (“Suppliers” or “Supplier” or “Supplier’s”) that wish to conduct business with the Lyons Elementary School District 103 must complete this form. Please note that all contracts with Lyons Elementary School District 103 are subject to Lyons 103 Board Policy which prohibits Lyons 103 employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with Lyons 103 and which limits the acceptance of gifts from Suppliers. The entire Board Member Conflict of Interest Board Policy 2.100 may be viewed at [http://www.sd103.com/assets/5/boe_policies/2-100 Board Member Conflict of Interest.pdf](http://www.sd103.com/assets/5/boe_policies/2-100_Board_Member_Conflict_of_Interest.pdf). The Policy and its definitions are incorporated by reference into this Disclosure Form. If a Supplier has a disclosable relationship, the Supplier should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a Lyons 103 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 Lyons 103 employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Supplier (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Supplier’s preparation, drafting, or presentation of a proposal or RFP for services and/or supplies, (ii) materially contribute to Supplier’s negotiation of a contract with Lyons 103, or (iii) perform material services under a contract with Lyons 103. Below, these persons are referred to as “Disclosable Persons.”

CERTIFICATION:

I hereby certify that, except as disclosed below, to Supplier’s knowledge, there is no conflict of interest involving the Supplier named below that would violate the Lyons 103 Board Policy, including that: (a) after inquiry, neither Supplier nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any Lyons 103 employee or Board of Education member or his or her family member; (b) no Lyons 103 employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Supplier or is engaged in a material personal business transaction with Supplier; and (c) no Lyons 103 employee or Board of Education member or his or her family is employed by Supplier.

I further certify that neither the Supplier nor anyone acting on its behalf has requested that any Lyons 103 employee or Board of Education member exert any influence to secure the award of this RFP to the Supplier. Furthermore, no board member, employee or agent has offered to influence to secure the award of this RFP to the Supplier.

SUPPLIER INFORMATION:

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

PR/Award Number of Project Name

Lyons Elementary School District 103
SUPPLIER CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE SUPPLIER NAMED ABOVE DOES have a potential conflict(s) of interest with a current Lyons 103 employee(s), or 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 Name(s) of Lyons 103 employee(s), Board of Education member(s), or Lyons 103 employees’ or Board of Education 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 SUPPLIER named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

Firm

Address

Signature

City, State and Zip

Name & Title

E-mail address

Date:

PR/Award Number of Project Name

GENERAL TERMS AND CONDITIONS

“District” means Lyons 103, Cook County, Illinois.

“RFP” means a Request for Proposal issued by the District at any time or times, identified by a unique RFP number. “Proposer” means a person or entity submitting a RFP to the District in response to a RFP; including successful Proposer.

1. **RFP OPENING.** Sealed submittals in response to RFPs will be received at the District Finance Department until the date and time specified at which time they shall be opened in public. No other RFP submittals will be considered after this date and time unless it is evidenced and determined that the RFP submittal was in the District’s possession prior to the scheduled RFP opening time and date. Late RFP submittals shall be rejected and shall remain unopened. The District does not prescribe the method by which RFP submittals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the RFP submittals. All RFP submittals delivered in person shall be deposited with the District Offices at 4100 Joliet Avenue, Lyons, IL 60534.
2. **RFP SUBMITTAL PREPARATION.** RFP submittals must be on this form and all information and certifications called for must be furnished. RFP responses submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. RFP submittals may be modified or withdrawn prior to the time specified for the opening of the RFP submittals. RFP submittals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the submittal. The RFP submittal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.
3. **RFP SUBMITTAL ENVELOPES.** Envelopes containing RFP submittals must be sealed and addressed to the District Finance Department. The name and address of the Proposer and the RFP number must be shown on the envelope.
4. **ERRORS IN RFP SUBMITTALS.** Proposer(s) are cautioned to verify their RFP submittals before submission. Negligence on the part of the Proposer in preparing the RFP submittals confers no right for withdrawal or modification of the submittal after it has been opened. In case of error in the extension of prices in the RFP submittal, the unit prices will govern.
5. **RESERVED RIGHTS.** The District reserves the right at any time and for any reason to cancel a RFP, to accept or reject any or all RFP submittals or any portion thereof, or to accept an alternate offer. The District reserves the right to waive any minor informality defect in any RFP submittal. Unless otherwise specified, the District will award a RFP or reject RFP submittals within 60 days. The District may seek clarification from any Proposer 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 Proposer in responding to a RFP.
7. **AWARD.** The District will evaluate RFP submittals and will award a contract to the lowest responsive and responsible Proposer whose submittal, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible Proposer 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 Proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, and results; and (f) 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 RFP submittal that is best suited for the purpose intended. The District may (1) reject any or all RFP submittals, (2) accept other than the lowest Proposer, and (3) waive informalities or minor irregularities in RFP submittals received. The District may accept any item or group of items of a submittal, unless the Proposer qualifies the RFP submittal by specific limitations. The District reserves the right to determine the lowest responsible Proposer on the basis of an individual service, groups of services, or in any way determined to be in the best interests of the District. A written award or acceptance of a

RFP submittal mailed or otherwise furnished to the successful Proposer within the time for acceptance specified in the RFP shall result in a binding contract without further action by either party.

8. **PRICING.** The price quoted for each service is the full purchase price. Unless otherwise specified, prices shall remain firm for the contract period.
9. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts.
10. **SPECIFICATIONS.** Unless otherwise specified, RFP submittals on equivalent services will be considered in advanced of implementation, provided the Proposer clearly states exactly what is proposed to be furnished, including complete specifications.
11. **SAMPLES.** Samples of services, when called for, must be furnished free of expense. Individual samples must be labeled with the Proposer's name, RFP number, and service reference. If samples are requested, they must be sent under separate cover and not included with RFP submittal. The District will not be responsible for any RFP submittal enclosed with sample boxes.
12. **INTERPRETATION OR CORRECTION OF RFP DOCUMENTS.** Proposer shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by amendment. Each Proposer shall ascertain prior to submitting a RFP submittal that all amendments have been received and acknowledged in the offer.
13. **INDEMNIFICATION.** The Proposer shall indemnify and hold harmless the District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.
14. **DEFAULT.** If delivery of acceptable product 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 Proposer, 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.** Professional service products are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the RFP, instructions, specifications, drawings or data or Proposer's warranty (express or implied).
16. **WARRANTY.** Proposer warrants that services furnished hereunder will conform in all respects to the terms of this RFP, including any specification or standards incorporated herein, to the best of the Proposer's knowledge. Acceptance shall not relieve the Proposer of its responsibility.
17. **REGULATORY COMPLIANCE.** Proposer represents and warrants that the services furnished hereunder 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.
18. **COMPLIANCE WITH LAWS AND REGULATIONS.** Proposer represents and warrants that throughout the term of any contract arising from award of a RFP and any extension thereof, Proposer and all services shall be and shall remain in compliance with all applicable Federal, State, and local laws and regulations.
19. **TERMINATION.**
 - (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 or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. 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.

- (b) 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.
- (c) 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.
- (d) 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.

20. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Request for Proposal, a contract formed by award of a RFP may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Proposer. Proposer 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.

21. ASSIGNMENT. The Proposer 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.

22. FORCE MAJEURE. The obligations of the Proposer to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Proposer obligated to perform ("Force Majeure Event"). In the event that the Proposer ceases to perform its obligations under any contract formed by award of RFP due to the occurrence of a Force Majeure Event, the Proposer shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Proposer's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

23. RFP CERTIFICATION. The Proposer's signature on a RFP submittal certifies: (a) The RFP submittal 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) Proposer has not directly or indirectly induced or solicited any other Proposer to enter a false or sham submittal. (c) Proposer has not solicited or induced any person, firm or group to refrain from submitting. (d) Proposer has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Proposer or the Owner. The Proposer's signature on the RFP Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the RFP shall not be cause to alter any resulting contract, request additional compensation, or relieve Proposer from obligation to perform under this contract.

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

25. ADDENDA. If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. If the District issues written addenda, such addenda shall become part of the contract documents. A Proposer who fails to receive the District's addenda, and who has previously submitted a proposal, shall not be relieved from any obligation in the RFP proposal submitted.

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

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

SUPPLEMENTAL TERMS AND CONDITIONS

1. INTENT. It is the intent of these specifications that Lyons 103 (herein the “District”) will procure all services of first-class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by Federal Statutes and Regulations, the Statutes and Regulations of the State of Illinois, and policies of the District. It is further the intent of these specifications to secure adequate competition from qualified suppliers; however, standards of quality will not be sacrificed based solely on price.

2. EVALUATION CRITERIA. Although price is a consideration in the award of RFPs, this award will not be based on price alone. This solicitation for RFPs will be evaluated utilizing the following criteria, but not in any prescribed order.

- a. Price
- b. Adherence to these specifications
- c. Service delivery
- d. Quality of services
- e. Contractor past performance
- f. Support service and communications
- g. Review of references and peer review

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

3. TAX IDENTIFICATION NUMBER. The School District is required to have on file appropriate tax identification information concerning you or your firm. 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 SUBMITTAL 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 FINANCE DEPARTMENT.

4. CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USES TAX (if applicable). The Contractor acknowledges and understands that any RFP for goods and services resulting in a contract award to a Proposer requires that the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a “retailer maintaining a place of business within this State” as defined by the Use Tax Act (35 ILCS 105/2)

5. TERMINOLOGY. "Owner", "Board", or "District" shall mean Lyons Elementary School District 103, Cook County, Illinois, acting through its authorized representative. "Proposer" shall mean the individual, firm, or corporation submitting a RFP or proposal to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a RFP by the District.

6. INTERPRETATION OF ERRORS. Should questions arise that require interpretation, such questions shall be referred to the District whose 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 Contractors 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 a RFP will be sent to a Proposer. It is imperative that, if submitting a proposal, an original signature exists on the RFP sheets returned. If additional copies of original RFP sheets 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 Proposer shall have access to the relevant District grounds for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.

9. OWNERSHIP OF MATERIALS AND EQUIPMENT. It is clearly understood that all materials and/or equipment supplied by the Proposer shall remain the Proposer’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. Deviations from the specifications must be supported by documented evidence. These specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District’s judgment will best serve the interests of the District even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry; provided that the District will comply with governing laws as to selection of the lowest responsible Proposer.

11. STORAGE OF EQUIPMENT. The Contractor shall be responsible for the storage and safeguarding of any contractor owned equipment while on District property.

12. SCOPE OF WORK. This RFP requires that the successful Contractor provide all necessary personnel, materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.

13. PROPERTY DAMAGE AND INJURY. The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under this 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 a Contract. The Contractor's signature on the RFP Offer Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.

14. INSURANCE REQUIREMENTS. All Proposers 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 Finance Department upon award of a 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.

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:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	\$1,000,000
A. Each Accident	\$1,000,000
B. Each Employee-Disease	\$1,000,000
C. Policy Aggregate-Disease	

Commercial General Liability **	\$1,000,000
A. Per Occurrence	\$3,000,000
B. General Aggregate	\$3,000,000
1. General Aggregate- Per Project	
2. General Aggregate - Products/ Completed Operations	
Fire Legal Liability (any one fire)	\$100,000
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 RFP 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

**** Professional Liability and 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:

Finance Department Lyons Elementary School District 103, 4100 Joliet Avenue, Lyons, IL 60534

** 708-783-4125 **

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 RFP will not be made at the time specified for the receiving and opening of RFP submittals. The RFP will be awarded at a later date by the District.

17. SCHEDULE OF AWARD. In order that Contractors may more accurately complete a RFP, it is anticipated that the District will consider the award on this RFP within 60 days of the date of RFP opening; the successful Proposer(s), if any, will be notified immediately thereafter.

18. WITHDRAWING OF RFP SUBMITTALS. No RFP submittal may be withdrawn by a Proposer after the time and date of the official public opening. All RFP prices submitted must be valid for a period of sixty (60) days after the date set for the RFP submittal opening. This period of time is reserved to permit the District to evaluate RFP submittals, conduct tests, make the award and issue either a contract or purchase order(s).

19. VALIDITY OF PRICES. All RFP submittal prices must remain valid and firm on awarded RFPs until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.

20. PERIOD FOR ACCEPTANCE OF RFP SUBMITTALS. In compliance with the solicitation, the Proposer agrees, if this RFP is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of RFP submittals, to furnish any or all items upon which prices are requested at the price set opposite each service, delivered at the designated point(s), within the time specified in the solicitation.

21. DELIVERIES. Delivery of all services and subsequent reports will be on or before October 15 of each year for the fiscal year having just ended on June 30 (108 calendar days from yearend).

22. LOCATION OF DELIVERY. Delivery is to be made to the District office. All deliveries must be made between the hours of 8:30 AM and 3:00 PM Monday thru Friday. No deliveries will be accepted on those days observed as a holiday by the District.

23. DELIVERY SITE. The delivery is to be made to the District Administrative Building, 4100 Joliet Avenue, Lyons, IL 60534

24. COMPLETION DATES. Contractors are to complete projects as required in section 21 above. 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.

25. 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.

26. SIGNATURES. It is required that the Proposer's signature appears on the following forms:

- A. Second page of General Conditions and Instructions for All RFPs Form**
- B. Statement of No Interest (if applicable)**
- C. Bid-Rigging Certification**
- D. Minority and Women Owned Business Form**
- E. Certification Regarding Debarment Form**
- F. Certificate Regarding Lobbying Form**
- G. OFAC Compliance Form**
- H. Supplier Conflict of Interest Disclosure Form**
- I. Certified Cleared Employees List**
- J. RFP Offer Form**

27. PAYMENT. Payment on invoices 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 acceptance by the District and proper invoicing by the Contractor. Invoices are to be submitted to the Accounts Payable Department at Lyons Elementary School District 103, 4100 Joliet Avenue, Lyons, IL 60534.

28. WORK CHANGES. Changes in the Contract 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.

29. 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 cities where work is to be performed.

30. QUANTITIES. After RFP submittals 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.

31. RFP PROPOSAL. Proposer must return the following when submitting a sealed RFP:

- A. Second page of General Conditions and Instructions for All RFPs Form**
- B. Statement of No Interest (if applicable)**
- C. Bid-Rigging Certification**
- D. Minority and Women Owned Business Form**
- E. Certification Regarding Debarment Form**

- F. Certificate Regarding Lobbying Form
- G. OFAC Compliance Form
- H. RFP Offer Form
- I. Supplier Conflict of Interest Disclosure Form
- J. Certified Cleared Employees List
- K. Any necessary literature or information

32. REJECTED GOODS OR SERVICES. Rejected products or services will be corrected at Contractor's expense. Contractor will accept and refund full purchase price for all services of inferior quality, including penalties and fines incurred by the District due to delinquent statutory compliance.

33. CONTRACT. A response to this RFP is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's RFP and any District issued and published amendments thereto. RFP submittals become contracts upon award to the successful Proposer by the District and no further documents need be executed; provided, certain RFPs may require the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions are modified by a RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

34. TERM OF CONTRACT. Resultant contract period shall be from the effective date of award, through the fiscal year June 30, 2019 audit plus two (2) one-year option periods beginning on the subsequent July 1st of each option year; provided that the District exercises the option by written notice signed by the Director of Finance. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

35. OPTION YEAR PRICING. The prices submitted on the RFP submittal for the base contract year will remain firm through the completion of work for the fiscal year ending June 30, 2019. Proposers may request an annual price adjustment, in writing no less than 60 days prior to the renewal date. Price adjustments will be made in accordance with lesser of three percent or the percentage change in the U.S. Department of Labor Consumer Price Index (CPIU) for All Urban Consumers, All Items.

The price adjustment rate will be determined by comparing the lesser of three percent or the percentage difference between the CPI as of December 31, 2014 to the CPI as of the most recent December 31st report.

Contract Renewal Date:	Each July 1st, beginning 2020
CPI Base Index Date Range:	December 31, 2020
First Adjustment Comparison:	December 31, 2020 and 2021, CPI or three percent
Second Adjustment Comparison:	December 31, 2021 and 2022, CPI or three percent
Third Adjustment Comparison:	December 31, 2022 and 2023, CPI or three percent
Fourth Adjustment Comparison:	December 31, 2023 and 2024, CPI or three percent

36. OPTION TO EXTEND THE TERM OF THE CONTRACT

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

37. EVALUATION OF OPTIONS

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

38. TEMPORARY CONTRACT EXTENSION. The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.

39. ALTERNATE RFP SUBMITTALS. Alternate RFP submittals are not acceptable and will be rejected by the District. Alternate RFP submittals are defined as submittals that do not comply with the RFP terms, conditions, and specifications. Proposer may submit more than one RFP submittal providing that all such RFP submittals comply with the RFP terms, conditions, and specifications.

40. 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 RFP that they will pay the prevailing rate of wage in this area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor. If applicable, the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, Proposer 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.

Should any Proposer need information concerning the prevailing rate of wage, said information is available at the Finance Department of Lyons District 103.

The State of Illinois Prevailing Wage Act requires that if, during the course of work under this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum.

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

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

Not less than 10 days prior to the commencement of work, Contractor shall submit to Client, a written certification on a form provided by Client (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.

42. EMPLOYEE CONDUCT. All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and local laws and District policy while on District premises. No employee, agent or principal of Contractor and its consultants and suppliers shall fraternize with any student of the 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 its 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.

QUESTIONS

Any questions regarding this RFP; may be referred Joe Ventrella, Finance Department at ventrellaj@sd103.com or 708-783-4125.

REQUEST FOR PROPOSAL FOR FINANCIAL AND COMPLIANCE AUDIT SERVICES

GENERAL BACKGROUND

Lyons Elementary School District 103, located in West Cook Illinois. The District covers five communities Lyons, Brookfield, Stickney, Forest View, McCook with five elementary schools, one middle school, and an administrative building. The District employs over 400 employees who work throughout the District.

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit the services of a qualified firm of certified public accountants to perform financial and compliance audits of Lyons 103, and the financial audits of the Activity Funds of the District for the years ending June 30, 2019, 2020, 2021 with two (2) additional one (1) year options for the periods ending June 30, 2022 and June 30, 2023 at the unilateral option of the District.

ESTIMATED TIME LINE

Date Event

01/04/19 Distribution of RFP

01/11/19 Final Questions due to Joe Ventrella by 12:00 pm (Local Time)

01/18/19 RFP Opening, 11:00 am (Local Time)

01/21/19 – 01/25/19 Evaluations, Interviews, Contract Negotiations

02/11/19 Board of Education anticipated approval

02/11/19 Anticipated Award of Contract

DESCRIPTION OF ENTITIES AND RECORDS TO BE AUDITED

Lyons Elementary School District is a district with enrollment of approximately 2,500 students. The District employs approximately 400 certified and noncertified instructional staff and drivers, support and administrative staff.

The accounting functions are primarily performed in the District offices by the Business Manager, Staff Accountant, Payroll, benefit administration and one accounting clerk under the direction of the Business Manager. Human resource functions are handled under the Superintendent, with a Director of Human Resources.

Activity Funds of the District are owned, operated and managed by the school secretaries under the guidance of the business office for educational, recreational and cultural purposes, or by faculty, staff, parent-teacher associations, etc. Although the District has ultimate responsibility for Activity Funds, they are not District funds.

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

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

The District's budgeted Governmental Funds expenditures for the 2017/18 school year are \$11,624,726.

Assistance by accounting and other personnel is available to prepare schedules, and to pull and reproduce documents. Copies of prior year's audit reports, management letters, financial statements and budgets are available.

SCOPE OF WORK

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

The audit shall also consist of tests of compliance and internal control requirements in accordance with applicable State and Federal laws and regulations, including OMB Circular A-133 and the State Adult Education and Family Literacy Compliance Report.

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

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

Major programs audited in FY16 and FY17 include All Title and Food Service.

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

The audit involves retrieving data from Skyward.

The Activity Fund audits involve all the activity funds of the District. Auditors typically select a sample of the schools to audit.

Independent auditors, in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants, shall perform all audits.

Audit staff of the proposing firm must perform all audit work; no audit work is to be performed by subcontractors, without the district's advance approval.

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

The selected audit firm is required to present a 15-minute overview of the completed audit report and AFR to the Finance and Operations Advisory Committee as well as the Board of Education no later than the first board meeting in October, following that fiscal year being audited.

MANDATORY QUALIFICATIONS OF THE AUDITOR

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

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

5. The auditor is available on a day-to-day basis for consultation and on-going auditing needs.

REQUIREMENTS/DELIVERABLES

1. An exit conference with the Finance Department is required prior to the issuance of the final reports.
2. Final fieldwork should be completed by September 30. All reports must be issued by October 15. After issuance, a representative of the firm must be available to present any or all of the reports to the Board and/or to committees of the Board.
3. Working papers must be retained a minimum of five years and be available for examination by authorized representatives of the cognizant Federal audit agency, the General Accounting Office, the Illinois State Board of Education and by the District.
4. The following reports will need to be completed in quantity of hard copies noted and 1 electronic copy:
 - a. Report on the general-purpose financial statements of the District and supplementary data consistent with prior years. (3 copies).
 - b. Report on the Annual Financial Report (ISBE 50-35) for the District to be prepared for submission to the Illinois State District. (3 copies)
 - c. Report on the Statements of Cash Receipts and Disbursements of the Activity Funds of the District. (3 Copies)
 - d. Management Letter to the Board of Education (1 Copy)
 - e. Report on the Schedule of Expenditures of Federal Awards (Attachment to ISBE 62-18) for the District. (3 Copies)
 - f. Reports on Compliance and an Internal Control over Financial Reporting based on an audit of Financial Statements performed in accordance with Government Auditing Standards.
 - g. Reports on Compliance with Requirements Applicable to each major Program and Internal Control over Compliance in Accordance with OMB Circular A-133.
 - h. State Adult Education and Family Literacy Compliance Report.
 - i. A complete set of all statements and schedules issued by the auditor, bound in one document for District use. (3 copies)
 - j. Electronic copy of all schedules and reports
 - k. Preparation of Comprehensive Annual Financial Report (CAFR) to be submitted to the ASBO.

ADDITIONAL SERVICES

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

TERMS OF ENGAGEMENT

The term of the engagement is from the effective date of award, through work for the year ending June 30, 2019 plus two (2) one-year option periods beginning on the subsequent July 1st of each option year; provided that the District exercises the option by written notice signed by the Superintendent. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

LIMITATIONS

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

RIGHT TO REJECT & EVALUATION CRITERIA

This RFP does not commit the District to award a contract or to reimburse the Proposer for costs incurred in submitting in response to this Request. The District reserves the right to reject any or all proposals received as a result of the Request, to negotiate with any Proposer, to extend the submission deadline, or to amend or cancel in part or entirety this RFP, if it is in the best interest of the District.

Responses will be reviewed and evaluated by a selection committee and the candidates may be invited to participate in oral interviews. Criteria to be considered in evaluating proposals will include:

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

SUBMITTAL REQUIREMENTS

The successful firm shall demonstrate an ability to work in coordination and communicate effectively with a variety of decision-makers, i.e., District, Superintendent, Chief Financial Officer, Finance Department, and Staff. **The proposal must include all the following information. Failure to include all of the required information WILL result in disqualification of the Proposer.**

1. Submittal packages should include one bound original, four bound copies, and PDF version of the proposal on USB flash drive.
2. Cover Letter/Letter of Interest
Provide a cover letter/letter of interest of not more than one page. This document shall include the legal name of your firm, address, telephone numbers, fax number, and name of Principal to contact.
3. Firm Organization, Credentials, Background

Please provide a brief history of firm including:

- a. Number of years in business
- b. Organization and size of the Proposer
- c. Location of office which will perform the work
- d. List of Basic Services provided by the firm
- e. A statement on the Proposer's capability to audit computerized systems, including the classification of personnel skilled in computer sciences who will work on the audit

4. Relevant Experience

Please provide a list of up to ten of the most recent clients of similar scope and size including:

- a. Client Name (District Name)
- b. A description of recent (within the last three years) local and regional office auditing experiences, particularly among governmental and educational clients. Specifically, identify which of these clients are on the modified accrual basis and which required Single Audit Act reporting.

5. Audit Team

- a. Resumes of the partner and manager who will be assigned to the audits, including relevant experience and continuing professional education
- b. Identify proposed auditors for this assignment. Include resumes and related experience for each member of these firms that may be assigned to the audit.

6. Proposed Approach to Scope of Work

- a. In a straightforward manner, present the proposed approach to achieve the objectives and tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach.
- b. This section should include a work plan to accomplish the audit work described in the RFP. The plan should include time budgets for each significant segment of the work and the staff level to be assigned. A description of how the auditor will assist the District in determining the appropriate liability for early retiree benefits should be included.
- c. This segment of the response should also demonstrate the auditor's understanding of the objectives of the audits and the ability to complete the audits in accordance with the requirements within the contract period.

7. Cost Proposal – Complete on RFP Offer Form

- a. Estimated number of hours to complete the audit by classification of your employees, i.e. partners, senior, junior. Include breakdown for financial audit and OMB Circular A-133 audits.
- b. Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.
- c. Proposals shall contain provisions to the effect that in the event disclosures in the audit indicate extraordinary circumstances, which warrant more intensive and detailed services, the firm shall provide all pertinent facts relative to the extraordinary circumstances together with the firm's estimate of the cost of additional services to the School District that is subject to negotiated agreement prior to commencing with the work.
- d. Identify the proposed rate(s) per hour that would be charged for other special services that may be requested.

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

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

REQUIRED RFP FORMS CHECK LIST

Listed below are the REQUIRED forms all Proposers are REQUIRED to submit along with sealed RFP responses on or before the RFP due date and time. Failure to submit ALL required forms may result in Proposer being deemed non-responsive.

Required Forms	Y	Comments
Statement of No Interest		
RFP Offer Form		
Bid Rigging Certification		
Minority and Women Owned Business Concern Representation		
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion		
Certificate Regarding Lobbying		
OFAC Compliance		
Supplier Conflict of Interest Disclosure Form		
Certified Cleared Employee List		Complete, sign, and notarize the form. If you are uncertain of the employees that will be working on the project, note this information on the form that the employee information will be forthcoming BEFORE you start on the project, if awarded the contract.

Also supply a Certificate of Liability Insurance as stipulated in the Supplemental Terms and Conditions # 14.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

Level of Expertise	Hours Financial Audit (AFR)	Hours A- 133 Audit	C A F R	Quoted Hourly Rate	Total
Partner	_____	_____	_____	_____	_____
Manager	_____	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____	_____
Staff	_____	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____	_____
Subtotal of Fees					_____
Out-of-Pocket Expenses	_____	_____	_____	_____	_____
Meals and Lodging	_____	_____	_____	_____	_____
Transportation	_____	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____	_____
Subtotal of Out of Pocket Expenses					_____
TOTAL ESTIMATED PRICE AUDIT					<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>

REQUEST FOR PROPOSAL OFFER FORM

References:

Proposer to provide several Education references of similar type work that would qualify your firm for this project.

District Name/ City, State

Contact Person/Title/Phone Number

Proposal submitted by:

SIGNATURE:

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

Firm

Address

Signature

City, State, Zip

Name & Title

E-mail address

Date:

FEIN