

**REQUEST FOR PROPOSAL
RFP# 025-001**



**Ball Chatham CUSD# 5
Camera Installation**

Proposals will be accepted until 2:00 PM on October 17, 2024 at the following location:

**Ball-Chatham Safety and Security Office
1475 E. Plummer Blvd.
Chatham IL 62629**

**For inquiries please contact:
Randy Allen
Director, Safety and Security
at
rallen@bcsd5.org
Ball-Chatham BCSD# 5
1475 E. Plummer Blvd.
Chatham IL 62629**

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Sealed proposals plainly marked with “RFP 025-001”, “Ball Chatham CUSD# 5, Camera Installation” along with company information on the outside of the mailing envelope and on the sealed proposal envelope, delivered to Ball-Chatham Safety and Security Department, 1475 E. Plummer Blvd, Chatham, IL 62629 will be accepted until the date and time identified on page 1 and 3 of this RFP.

The Ball-Chatham CUSD #5 is interested in receiving proposals from service providers for the one-time Camera Installation at Chatham Elementary School, Glenwood Intermediate School and Glenwood Elementary School, Ball Elementary School and Glenwood Middle School.

Pricing provided through this RFP shall be locked for the duration of the project. There shall be no unit price increases, added fees, costs or increases of any kind without prior, written, permission by the District.

Any proposal received after the stated date and time may not be considered.

A signature by an officer or employee having legal authority to bind the Proposer must be sign all proposals.

Sub-contracting of any portion of this agreement without prior, written permission of the District is prohibited.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn by that date will constitute an irrevocable offer for a period of 90 days to provide the district with the services specified in this RFP.

The District reserves the right, prior to the Board of Education’s acceptance, to cancel the RFP or portions thereof, without penalty.

The District reserves the right to award this project in whole to one vendor or by category to multiple vendors.

The Ball-Chatham Board of Education reserves the right to reject any or all proposals, to waive any technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Ball-Chatham School CUSD #5 (District).

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1. Introduction:

The Ball-Chatham School District, herein referred to as the District, is seeking proposals for A one-time Camera Installation at Chatham Elementary School, Glenwood Intermediate School and Glenwood Elementary School, Ball Elementary School and Glenwood Middle School.

The objective of the RFP is to make an award to a qualified vendor, who deliver the best overall value to the District while meeting or exceeding the specifications and requirements of this RFP.

TENTATIVE SCHEDULE OF EVENTS

To the extent possible, the following tentative schedule shall govern the review, evaluation and award of the project. The dates are estimates only and the District reserves the right to modify the dates below as necessary.

RFP PUBLISHED	September 20, 2024
PRE-PROPOSAL CONFERENCE	October 3, 2024, 10:00am
PROPOSAL DUE DATE	October 17, 2024 @ 2:00pm
COMMITTEE RECOMMENDATION TO BOE	December 4, 2024
PROJECT AWARD	December 19, 2024

2. SCOPE OF WORK

**GLENWOOD ELEMENTARY SCHOOL
1401 E. PLUMMER BLVD.
CHATHAM, IL. 62629**

Minimum Specifications: (Exterior Playground Camera)

- 1ea-Playground Camera, Pole Mounted
- 1ea- Outdoor camera, 360* View, Situational awareness
- 1ea- PTZ Camera
- 1ea- Ubiquiti Rocket Prism AC Gen 2
- 1ea- Ubiquiti Nano Beam AC Gen 2
- 1ea- Ubiquiti Next Gen 2x2 Dual Polarity MIMO Omni Antenna
- 2ea- Genetec Advantage for 1 Omnicast Enterprise Camera, 5 Year Support
- 2ea- Enterprise camera connection, mandatory Genetec Advantage Integrator
- 1ea- Programming, commissioning and training

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GLENWOOD INTERMEDIATE SCHOOL
465 CHATHAM RD.
CHATHAM, IL. 62629

Minimum Specifications: (Exterior Cameras and Access Control)

- 3ea- Axis P3818-PVE (180* Panoramic Overview)
- 2ea- Axis P3737-PLE panoramic camera
- 24ea- Genetec Advantage for 1 Omnicast Enterprise Camera w/ 5 Year Support
- 24ea- Enterprise camera connection, mandatory Genetec Advantage Integrator
- 1ea- Programming, commissioning and training

Exterior Pole Requirements (Parking Lot)

- 1ea- Outdoor ready 360* View, Situational awareness
- 1ea- PTZ Camera
- 1ea- Ubiquiti Rocket Prism AC Gen 2
- 1ea- Ubiquiti Nano Beam AC Gen 2
- 1ea- Ubiquiti Next Gen 2x2 Dual Polarity MIMO Omni Antenna
- 2ea- Genetec Advantage for 1 Omnicast Enterprise Camera, 5 Year Support
- 2ea- Enterprise camera connection, mandatory Genetec Advantage Integrator
- 1ea- Programming, commissioning and training

Exterior Pole Requirements (Ball Field)

- 1ea- Outdoor ready 360* View, Situational awareness
- 1ea- PTZ Camera
- 1ea- Ubiquiti Nano Beam AC Gen 2
- 2ea- Enterprise camera connection, mandatory Genetec Advantage Integrator
- 1ea- Programming, commissioning and training

CHATHAM ELEMENTARY SCHOOL
525 COLLEGE ST.
CHATHAM IL. 62629

Minimum Specifications: (Interior/Exterior Cameras)

- 12ea- Axis P4707-PLVE (Dual Sensor)
- 4ea- Axis P3818-PVE (180* Panoramic view)
- 3ea- Axis P3737-PLE
- 2ea- Axis P3267-LVE (Fixed dome)
- 1ea- Axis M4328-P w/12 MP sensor
- 2ea- Axis M3216-LVE (Fixed dome)
- 1ea- Ubiquiti Edge Switch ES-24-250W, Layer 3 Switch- 24 port
- 24ea- Genetec Advantage for 1 Omnicast Enterprise Camera, 5 Year Support
- 24ea- Enterprise camera connection, mandatory Genetec Advantage Integrator
- 1ea- Programming, commissioning and training

BALL ELEMENTARY SCHOOL

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**1015 NEW CITY RD.
CHATHAM, IL. 62629**

Minimum Specifications: (Playground Camera)

1ea- Axis Q6135-LE PTZ Camera

1ea- Axis Video Surveillance Cabinet

2ea- Ubiquiti NanoBeam wireless antenna

Genetec Licensing

Cabling and all connections for dedicated 120V circuit to camera location to include new circuit breaker. (Existing conduit can be used)

**GLENWOOD MIDDLE SCHOOL
595 CHATHAM RD.
CHATHAM IL. 62629**

Minimum Specifications (Exterior Kitchen Entrance)

1ea- High Performance fixed dome camera

1ea- Enterprise camera connection, mandatory Genetec Advantage

1ea- Integrator, programming, commissioning and training

All associated Cat 6 (Orange) cabling and modules should be included

END OF SCOPE

INSTRUCTIONS TO PROPOSERS

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1. DEFINITIONS OF KEY WORDS:

District – Ball-Chatham Community Unit School District #5 Chatham IL 62629

Proposer – Any individual, partnership or corporation that submits a proposal in response to this solicitation.

May – Indicates something that is not required but permissible

Shall, Will or Must – Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement may at the District's sole discretion result in rejection of a proposal as non-responsive

Should – Indicates something that is recommended but not mandatory.

2. PRE-BID CONFERENCE:

The pre-proposal conference date and time shall be October 3, 2024 beginning at 10:00 a.m. at the Ball-Chatham Safety and Security Office, 1475 E. Plummer Blvd., Chatham 62629. Attendance is *not mandatory*. However, there will be no written minutes taken or provided of this meeting. If a Proposer is unable to attend the meeting, questions must be submitted in writing at least five (5) days prior to the date the RFP submission is due. The purpose of the meeting is to clarify the contents of this RFP in order to prevent any misunderstanding as to the requirements for this request. Any apparent omission, discrepancies or errors within the RFP should be presented to the District at this meeting. The district will then determine the appropriate action necessary and may issue an amendment, at the discretion of the District. Oral statements or instructions will not constitute an amendment to this RFP.

3. INQUIRIES:

Any inquiry should be directed to the Director of Safety and Security, Randy Allen, whose contact information may be found above. A Proposer shall not contact, nor ask questions of, anyone other than as directed by the RFP. All inquiries must be submitted in writing and must be submitted at least five (5) days prior to the RFP submission date. Any correspondence related to this RFP should refer to the appropriate RFP number found on the first page of this document and identify on the outside that it contains questions regarding the RFP. Otherwise, it may not be opened until after the proposal date. Oral interpretations will not be provided.

4. SCOPE OF WORK:

All Proposers should familiarize themselves with the scope of work for this proposal. The Proposer shall be responsible for fully understanding the requirements and satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of the proposal will constitute a representation of compliance by the Proposer. There will be no subsequent financial adjustment due to lack of such familiarization.

5. PREPERATION OF PROPOSAL:

- A. All proposals shall be submitted on the forms and in the manner prescribed by this document. Facsimiles and electronic submission will not be accepted.
- B. At a minimum, your proposal should include the signed offer and acceptance form, signed copies of solicitation amendments, completed pricing page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s) or cover letter accompanying the proposal shall constitute an irrevocable offer to sell the goods and/or service specified herein. Proposer shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. Periods of time stated as a number of days shall mean calendar days.

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- E. It is the responsibility of the Proposer to examine the entire RFP package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdraw after the due date and time.
- F. The District shall not reimburse any Proposer for the cost associated with the preparation or submission of any RFP documentation.
- G. No sub-contracting of any service is allowed without the prior, express, written permission of the District.

6. ADDENDUMS:

- 1. The following addendums are attached to the RFP document and made a part of the document. All addendums must be completed and submitted as part of the RFP package. RFPs will not be accepted without all addendums being completed and attached.
 - A. Addendum A – Proposer Contact Information
 - B. Addendum B – ISBE Certification regarding debarment
 - C. Addendum C – Certification regarding bid-rigging and bid rotating
 - D. Addendum D – ISBE Certification regarding lobbying

7. TAXES:

The District is a tax-exempt municipality.

8. PUBLIC RECORD:

All proposals submitted become the property of the District and shall become a matter of public record available to review subsequent to the award notification.

9. WHERE TO SUBMIT PROPOSALS

In order to be considered, the Proposer must complete and submit its proposal to the District at the location identified on page 1 of this document, prior to the date and time indicated. The Proposer's proposal shall be submitted in a sealed envelope. The words, "**SEALED PROPOSAL**" with the REQUEST FOR PROPOSAL NUMBER, DUE DATE AND TIME along with the Proposer's NAME AND ADDRESS written on the envelope.

10. LATE PROPOSALS:

Late proposals may not be accepted

11. OFFER AND ACCEPTANCE PERIOD:

In order to allow for an adequate review period, all proposals must be valid and irrevocable for a period of ninety (90) days from the proposal due date.

12. WITHDRAWAL OF PROPOSAL:

At any time prior to the proposal due date and time, a Proposer may formally withdraw the proposal by written letter, facsimile or email from the Proposer or a designated representative. Telephone or oral requests will not be considered.

13. DISCUSSIONS:

The District reserves the right to conduct discussion with Proposers for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, this RFP.

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14. CONTRACT NEGOTIATIONS:

Exclusive or concurrent negotiations may be conducted with responsible Proposer(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Proposers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Proposers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Proposer. In the event the District deems that negotiations are not progressing, the District may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

15. AWARD OF CONTRACT:

Notwithstanding any other provision of the RFP, the District reserves the right to:

1. Waive any immaterial defect or informality; or
2. Reject any or all proposals, or portions thereof; or
3. Reissue the RFP

A response to this RFP is an offer to contract with the District based upon the terms, conditions and the Scope of Work contained in this RFP. Proposals do not become contracts unless, and until, they are executed by the District. A contract has its inception in the award, eliminating a formal signing of a separate contract. All terms and conditions of the contract are contained in this RFP, unless any of the terms and conditions are modified by an RFP amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

STANDARD TERMS OF CONTRACT

1. **Criminal History Record Information Checks:** The contractor shall only provide staff that have successfully passed a finger-print based criminal history records information check (*background check*) that complies with Public Act 93-909 amended sections 10-21.9 and 34-18.5 of the Illinois School Code [105 ILCS/10-21.9 and 105 ILCS 5/34-18.5]
2. **Americans with Disability Act:** The contractor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the Act.
3. **Assignment/Delegation:** The contractor without the prior written approval of the District may assign no right or interest in this contract. No delegation of any duty of the contract shall be made without the prior written approval of the District.
4. **Applicable Law:** The contract shall be governed, and the District and the vendor shall have all remedies afforded to each, under the law of the State of Illinois. State law claims shall be brought only in Sangamon County.
5. **Clean-up:** The contractor shall at all times keep the contract area, including storage areas used by the contractor, free from accumulation of waste material and rubbish and, prior to the completion of work, remove any rubbish from the premises.
6. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the District for the purposes of assuring that no information contained in its records or obtained from the District shall be used by or disclosed by it, its agents, its officers or employees, except as required, to efficiently perform duties under the contract. Persons requesting such information should be referred to the District.
7. **Contract Amendments:** The District's Superintendent, Chief Financial Officer or their designee will have the sole authority to:
 - a. Amend the contract or enter into supplemental written agreements
 - b. Grant time extensions or contract renewals

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- c. Otherwise modify the scope or terms and provisions of the contract
8. **Failure to Perform:** The contractor shall be responsible to deliver conforming materials as identified in this contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of this contract. Noncompliance may be deemed cause for possible contract termination.
 9. **Gratuities:** The District may, by written notice to the contractor, terminate this contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer, or employee of the District. In the event this contract is terminated pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the contractor the amount of the gratuity.
 10. **Independent Contractor:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed or construed to be an employee or agent of the other party for any purpose.
 11. **Indemnification:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and all claim adjusting and handling expense, related to, and arising from or out of or services and/or products provided in the performance of this contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of contractor's and subcontractor's employees. It is agreed that the contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. The contractors agree to waive all rights of subrogation against the District, it's agents, representatives, officers, directors, official's employees and volunteers for losses arising from the work performed by the contractor for the District.
 12. **Licenses:** Contractor shall maintain in current status all Federal, State and local license and permits required for the operation of the business conducted by the contractor as applicable by this contract.
 13. **Rights and Remedies:** No provision in this document or in the contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of a claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract, to exercise or delay the exercise of any right or remedy provided in the contract or by law, or to accept materials or services required by the contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
 14. **Subcontracts:** No subcontracts shall be entered into by the contractor with any other party to furnish any of the materials/services specified herein without the prior, written approval of the District.
 15. **Termination of Contract:** This contract may be terminated at any time by mutual written consent, or by the District, with or without cause, upon giving 30 days' written notice. The District, at its convenience, by written notice may terminate this contract, in whole or in part. If this contract is terminated, the District shall be liable only for the payment under the payment provision of this contract for services rendered and accepted materials received by the District before the effective date of the termination.

The District reserves the right to terminate the whole or any part of this contract due to the failure of the contractor to carry out any term or condition of the contract. The District will issue a written ten (10) day notice of default to the contractor for acting or failing to act as specified in any of the following:

In the opinion of the District, the contractor provides personnel that do not meet the requirements of the District;

In the opinion of the District, the contractor fails to perform adequately the stipulations, conditions or services/specifications required by the contract;

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In the opinion of the District, the contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The contractor fails to furnish the required service and/or product within the time stipulated by the contract;

In the opinion of the District, the contractor fails to make progress in the performance of the requirement of the contract;

The contractor gives the District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

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SPECIAL TERMS AND CONDITIONS

1. Insurance:

The contractor agrees to:

- A. Obtain or maintain insurance coverage of the type and any amount required by this section and keep such insurance coverage in force throughout the life of this project. All policies will contain an endorsement providing that written notice be given to the District at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment of premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the District as an additional insured with respect to liability arising out of the performance of this project. Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this project. The insurance hereunder will be primary and that any insurance carried by the District will be excess and not contributing.

C. Provide and maintain minimum limits as applicable:

Commercial General Liability	Limits of Liability
Policy shall include bodily injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each occurrence	\$ 1,000,000
General Aggregate (including per project)	\$ 2,000,000
Products and Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising injury	\$ 1,000,000
Blanket Contractual Liability	\$ 1,000,000

Commercial Automobile Liability	
Policy shall include Bodily injury and Property Damage for any owned, hired and/or non-owned vehicles used in the operations, installation and maintenance of facilities under this agreement	
	\$ 1,000,000

Workers' Compensation	
Per Occurrence	
Employers' Liability	\$ 1,000,000

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PRICE PAGE

Prices listed must be all inclusive. No other costs may be added to the listed prices submitted in this proposal. All invoices must match the offered unit price for the duration of this project.

1. The Proposer shall provide pricing for each item listed in the scope of work
2. The Pricing Sheet shall contain unit cost per item. If multiple options are provided for any item, pricing for each items shall be provided.
3. Price Listing sheet:
 - a. Proposers must provide a pricing for all available options that may be available to the District.
 - b. Proposers shall provide a list of all services available even if they are not included in the requested services.

Material Cost **\$** _____

Licensing Cost **\$** _____

Labor Cost **\$** _____

Total Cost **\$** _____

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OFFER AND ACCEPTANCE

To the Ball Chatham Community Unit School District #5:

The undersigned hereby offers and shall furnish the materials and/or services in compliance with all terms, scope of work, conditions, specification and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer contact:

Name: Randy Allen

Title: Director, Safety and Security

Phone: 217-483-2416 x 1826

Email: rallen@bcds5.org

Company Name

Address

City State Zip

Signature of Authorized Person

Printed Name

Title

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ADDENDUM "A"

BIDDER CONTACT INFORMATION

Bidder Name: _____

Contact person for orders: _____

Office Phone #: _____

Cell Phone #: _____

Fax #: _____

E-mail: _____

Account Manager: _____

Office Phone #: _____

Cell Phone #: _____

Fax #: _____

E-mail: _____

Emergency Contact Before/After Hours: _____

Office Phone #: _____

Cell Phone #: _____

Fax #: _____

E-mail: _____

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products:

Office Phone #: _____

Cell Phone #: _____

Fax #: _____

E-mail: _____

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ADDENDUM "B"

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 part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). 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.

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

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 Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.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.

ISBE 85-34 (9/15)

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ADDENDUM "C"

BID-RIGGING CERTIFICATION

_____, a duly authorized agent of
(Agent)

_____, do hereby certify that neither
(Contractor)

_____, nor any individual presently
(Contractor)

affiliated with _____, has been barred
(Contractor)

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

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ADDENDUM "D"

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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

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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)
 10b. 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	DATE
	TELEPHONE NUMBER	DATE

ISBE 85-37 (3/12)

REQUEST FOR PROPOSAL

RFP# 025-001

ATTACHMENT 9B

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 subawardee 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.