REQUEST FOR OFFER ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR
SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS

RFP No. 10-26 Hearing Officer Services Date: June 29, 2010

PROPOSALS WILL BE RECEIVED UNTIL: 10:30 AM (CDST), Thursday, July 22, 2010

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS SOLELY FOR THE RECEIPT OF OFFERS. ONLY THE NAMES OF SUPPLIERS SUBMITTING PROPOSALS WILL BE PUBLICLY READ AT THIS TIME. IF YOU DESIRE TO SUBMIT A PROPOSAL, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: Director of Purchasing
Rockford Board of Education
School District No. 205
201 South Madison Street
Rockford, Illinois 61104-2092

BOARD OF EDUCATION
BY Dennis Styrsy
Director of Purchasing

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL OFFERS/PROPOSALS

The Board of Education reserves the right to reject any or all prices or Offers submitted.

One copy of this Offer is enclosed for your convenience.

a.) Please return a copy of the required forms in a SEALED envelope with the RFP number, subject and your firm’s name and address clearly indicated on the envelope.

b.) Offers should be addressed as follows: Rockford Public School District Purchasing Department
201 S. Madison St.
Rockford, IL 61104
Attn: Dennis Styrsy, Director of Purchasing

The Board of Education reserves the right to return any merchandise that does not comply with the conditions and specifications.

The Board of Education reserves the right to increase or decrease quantities shown on Offer.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the Offer document and the date stated on the purchase order.

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

Offers will be awarded to the lowest responsible Offeror complying with these conditions and specifications. All rights are reserved by the Board of Education to determine the selection as, in its judgment, meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Offeror’s signature on this RFP 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 Offer and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices Commission and the resolution of the Board of Education dated March 24, 1975. Offeror agrees to comply in all respects with Federal, State, and local laws and ordinances pertaining to this Offer and to the performance of the Contract in the event Offeror is awarded the Offer. Provisions of applicable Acts are hereby incorporated by reference and became a part of this proposal and specifications.

The State of Illinois School Codes (Section 33-5) is very explicit in their direction as to the relationship of the parties involved in contracts and transactions. “No member or employee of the Board shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale of any article, the expense, price or consideration of which is paid by the District; nor in the purchase of any real estate or property belonging to the District, or which shall be sold by virtue of legal process at the suit of the District. Whoever violates any provision of this Section shall be guilty of a Class A misdemeanor (P.A.-2267)”
Complete, sign and return this Offer Form, the Illinois State Debarment Certification Form, the attached Offer Sheet(s) and any other required submittals.

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

All prices are F.O.B., Rockford, Illinois is further defined as meaning the price submitted on the Offer sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of manufacture as evidenced by literature, catalogs, etc. Such items of evidence must be placed in the hands of the Director of Purchasing PRIOR to the date and time of the Offer opening.

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

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

No re-cap of the Offer summary will be mailed. Any interested party, including all Offerors, may examine the Offer summary after Offers have been opened, awarded, and purchase orders issued. Offer summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. Offer recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor’s signature on this Offer Form must be actual signature. A stamped or typed signature may disqualify the Offer.

Unless notified otherwise, should no proposal be received, the firm will be subject to being dropped from the Offer list.

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

Please address all questions relative to any Offer to the Director of Purchasing, Board of Education, 201 South Madison Street, Rockford, Illinois 61104-2092.

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

The undersigned hereby 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, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

ATTACHED PRICES OR OFFER SUBMITTED BY:

2222 E. State St., Ste. A-98
Address

Law Office of Venita Hervey
Name of Firm

Rockford, IL 61104-1573
City & State

Signature of Authorized Representative

(815) 398-8870
Area Code

335-52-6543 (Sole Prop.)
Telephone Number

(Federal Employer Identification)
Or Social Security Number
(See Specification for Determination)
LATE OFFERS CANNOT BE ACCEPTED!

SEALED OFFER PROPOSAL

OFFER NO. RFP: 10-26
OPENING DATE: Thursday, July 22, 2010
OPENING TIME: 10:30 AM (CDST)
DESCRIPTION: Hearing Officer Services
ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

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

LATE OFFERS CANNOT BE ACCEPTED!
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.

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

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

Please Check Appropriate Box/Boxes

☐ African American (AFRAM) ☐ Caucasian (CAUC) ☐ Native American (NAAM)
☐ Hispanic American (HISP) ☐ Asian-Pacific (ASIAP) American ☐ Asian-Indian (ASIAI) American
☐ Other Please identify ☐ Woman Owned (W)

Company Name Law Office of Venita Hervey Address 2222 E. State St., Ste. A-98
City Rockford State IL Zip 61104-1573
Phone # (815) 398-8870 Fax # (815) 398-8871 FEIN # SSN 335-52-6543
Signature of Company Official
Date July 21, 2010
Title Owner/Attorney
BID-RIGGING CERTIFICATION

I, __VENITA HERVEY______________________________, a duly authorized agent of
(Agent)

___LAW OFFICE OF VENITA HERVEY________________________, do hereby certify that neither
(Contractor)

__VENITA HERVEY______________________________, nor any individual presently
(Contractor)

affiliated with ___LAW OFFICE OF VENITA HERVEY________________________ has been barred from bidding on a
(Contractor)

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid

[Signature]
Authorized Agent

[Signature]
Contractor
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals represent debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) 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 proposal.

Offer No. 10-26 Hearing Officer Services
Rockford Board of Education

Organization Name: LAW OFFICE OF VENITA HERVEY
Number or Project Name: RFP No. 10-26, Hearing Officer Services

Name and Title of Authorized Representative: Venita Hervey, Attorney, Sole Prop./Owner

Signature: 

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. It is later determined that the prospective lower tier participant knowingly render and erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant” “person”, “primary covered transaction”, “principal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the office to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into 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.

6. The prospective lower tier participant further agrees by submitting this proposal that 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.

7. 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 that 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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of record in order to render in good faith the certification required by this clause. 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.

9. Except for transaction authorized under paragraph 5 of these instructions, 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 available remedies, including suspension and/or debarment.
GENERAL TERMS AND CONDITIONS

1. OFFER OPENING. Sealed Offers will be received at the Rockford Public School District Purchasing Department until the date and time specified, at which time the names of the Offerors shall be publicly read and recorded. No other Offers will be considered after this date and time unless it is determined and determined that the Offer was in the District's possession prior to the scheduled Offer opening time and date. Late Offers shall be rejected and shall remain unopened. The Rockford Public School District does not prescribe the method by which Offers are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the Offers. All Offers delivered in person shall be deposited with the Purchasing Department, 2nd Floor, Room 212, 201 S. Madison St., Rockford, IL, 61104.

2. OFFER PREPARATION. Offers must be submitted on this form and all information and certifications called for must be furnished. Offers submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Offers may be modified or withdrawn prior to the time specified for the opening of the Offers. Offers shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the Offer. The Offer shall include the legal name of the Offeror, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Offeror to a contract. Name of person signing should be typed or printed below the signature.

3. OFFER ENVELOPES. Envelopes containing Offers must be sealed and addressed to the Rockford Public School District Purchasing Department. The name and address of the Offeror and the Invitation Number must be shown on the envelope.

4. ERRORS IN OFFERS. Offerors are cautioned to verify their Offers before submission. Negligence on the part of the Offeror in preparing the Offer confers no right for withdrawal or modification of the Offer after it has been opened. In case of error in the extension of prices in the Offer, the unit prices will govern.

5. RESERVED RIGHTS. The Rockford Public School District reserves the right at any time and for any reason to cancel this Invitation for Offers, accept or reject any or all Offers or any portion thereof, or to accept an alternate Offer. The Rockford Public School District reserves the right to waive any immaterial defect in any Offer. Unless otherwise specified, the Rockford Public School District has sixty (60) days to accept. The Rockford Public School District may seek clarification from any Offeror at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The Rockford Public School District will not be liable for any costs incurred by Offerors in responding to this Invitation for Offers.

7. AWARD. The Rockford Public School District will evaluate Offers and will award a contract to the responsible Offeror whose Offer, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible Offeror 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 Offer specifications; (b) price; (c) qualifications of the Offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the Offeror that is best suited for the purpose intended. The District may (1) reject any or all Offers, (2) accept other than the lowest Offer, and (3) waive informalities or minor irregularities in Offers received. The District may accept any item or group of items of an Offer, unless the Offeror qualifies the Offer by specific limitations. The District reserves the right to determine the lowest responsible Offeror on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of an Offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the Offer shall result in a binding contract without further action by either party.

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

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

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Offers on equivalent items will be considered, provided the Offeror clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Offeror specified otherwise, it is understood the Offeror is offering a referenced brand item as specified or is Offer specified when no brand is referenced, and does not propose to furnish an "equal." The Rockford Public School District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.

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

12. INTERPRETATION OR CORRECTION OF OFFER DOCUMENTS. Offers shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the Offer documents. Interpretations, corrections and changes will be made by addendum. Each Offeror shall ascertain prior to submitting an Offer that all addenda have been received and acknowledged in the Offer.

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

15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the Rockford Public School District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

16. WARRANTY. Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Rockford Public School District may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

17. REGULATORY COMPLIANCE. Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

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

19. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor represents and warrants that throughout the term of this agreement and any extension hereof, Contractor and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. 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 hereof. 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.

21. TERMINATION WITHOUT CAUSE. This contract may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Contractor.

22. ASSIGNMENT. The Contractor 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 written consent.

23. FORCE MAJEURE. The obligations of the Contractor 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 Contractor obligated to perform ("Force Majeure Event"). In the event that the Contractor ceases to perform its obligations under this contract due to the occurrence of a Force Majeure Event, the Contractor 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 Contractor's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. OFFER CERTIFICATION. The Offeror's signature on this Offer certifies: (a) This Offer 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, organization or group. (b) Offeror has not directly or indirectly induced or solicited any other Offeror to enter a false or sham Offer. (c) Offeror has not solicited or induced any person, firm or group to refrain from Offering. (d) Offeror has not sought by collusion or otherwise to obtain for himself any advantage over any other Offeror or the Owner. The offeror's signature on the Offer 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 this solicitation shall not be cause to alter any resulting contract or request additional compensation.

25. MODIFICATIONS. This contract can be modified or rescinded only by written amendment signed by both of the parties or their duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of this Offer, a written addendum will be provided to all Offerors. If the District issues written addenda, such addenda shall become part of the contract documents. An Offeror who fails to receive the District's addenda, and who has previously submitted an Offer, shall not be relieved from any obligation in the Offer he submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

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

INTENT
It is the intent of these specifications that the Rockford School District No. 205 (herein the "District") will procure all necessary materials. And workmanship to insure a complete and acceptable project in all aspects, within the budget limitations, and in accordance with Offer procedures as outlined by Federal Regulations, the Statutes of the State of Illinois, and policies of the Board of Education, School District #205, Winnebago County, Illinois. It is further the intent of these specifications to procure adequate competition, however standards of quality will not be sacrificed.

EVALUATION CRITERIA
Although price is a consideration in the award of Offers, this award will not be based on price alone. This Request for Proposals will evaluated utilizing the following criteria, in the prescribed order of importance for evaluation and weighted as determined by the issuing office:

1. Adherence to these specifications
2. Contractor past performance for similar work based on review of references provided
3. Experience and length of time in business
4. Price

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

TAX IDENTIFICATION NUMBER
Under recently enacted Federal Law and in accordance with instructions from the Department of Treasury and the Internal Revenue Service, this 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 Social Security Number. This information is needed to determine which vendors the District must file a Form 1099.

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

TERMINOLOGY
"Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Contractor" shall mean the individual, firm, or corporation proposing to enter into a written agreement with the Owner.

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.

RETURN OF OFFER INFORMATION
The District has established that only one copy of an Offer will be sent to a vendor. It is imperative that, if Offer, the original of each of the Offer sheets are returned. Duplicates of original Offer sheets made on a copy machine are not acceptable.

USE OF PREMISES
The Contractor shall have access to the premises for the purpose of acquaintance with the conditions, delivery of products, and/or performance of service in order to fulfill the Contract.
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 evidence. These specifications are to be used as a guideline in determining the quality of materials and workmanship desired, but reservation is made whereby the District shall purchase equipment and materials that in the District’s judgment will best serve the interests of the school district.

SCOPE OF WORK

This Offer requires that the successful Contractor provide all necessary personnel, materials, and equipment; and furnish and deliver said services in accordance with all conditions and specifications.

INSURANCE – GENERAL

The Contractor shall take all necessary precautions not to damage 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 the operations under this Contract. The Contractor’s signature on the Offer Cover Sheet certifies to the District that the Contractor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District’s property.

INSURANCE – WORKMEN’S COMPENSATION

The Contractor shall have in effect Workmen’s Compensation in an amount as governed by appropriate statutes. Any other coverage within this category shall be in accordance with appropriate regulations.

INSURANCE – UNEMPLOYMENT

It is understood and agreed that neither the Contractor nor any employee of the Contractor, shall be deemed or construed to be an employee of the District and shall not be entitled to the benefits of Unemployment Insurance, Retirement Pension, or other Social Security Legislation normally entitled to any employee of the District. The Contractor agrees to assume full responsibility for the payment of all state and federal taxes, which are now or may be levied, for this purpose.

INSURANCE VEHICULAR

It is required that the successful Contractor present to the District before commencing work on this Contract a Certificate of Insurance covering all vehicles that may be utilized. Said insurance is to cover bodily injury liability with minimum coverage of $250,000 each person, $500,000 each occurrence. The property damage liability minimum coverage shall be $100,000 each occurrence. All certificates shall indicate that the carrying company shall not cancel insurance coverage without giving the District thirty (30) days written advance notice.

INSURANCE - GENERAL LIABILITY

It is required that the successful Contractor present to the District before commencing work on this contract a Certificate of Insurance for which coverage is included for contractor liability, contingent liability, contractual liability, and product liability. Bodily injury minimum liability limits shall be $1,000,000 each person, $1,000,000 each occurrence. The property damage minimum liability limit shall be $500,000 each occurrence. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving the District thirty (30) days written advance notice. The District, its officers and employees will be named as additional insures on this policy certificate.

METHOD OF AWARD

The District is interested in awarding this entire Offer to one firm. In order to be considered for award, offeror must submit a price for each line item requested on this Offer. Failure to do so may render the offeror’s proposal unacceptable.

GENERAL AWARD

The award on this Offer will not be made at the time specified for the receiving and opening of Offers. The Offer will be awarded at a later date by the Board of Education.

SCHEDULE OF AWARD

In order that Contractors may more accurately complete the Offer document, it is anticipated that the Board of Education will consider the award of this Offer at its meeting on August 24, 2010 and that the successful Contractor(s) will be notified immediately thereafter.
TERMS AND CONDITIONS

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

PERIOD FOR ACCEPTANCE OF OFFERS
In compliance with the solicitation, the Offeror agrees, if this Offer is accepted within ninety (90) calendar days from the date specified in the solicitation for the receipt of Offers, to furnish any or all items upon which prices are Offer at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

SIGNATURES
It is required that the Offeror’s signature appears on the following forms:

1. Offer Form
2. The Offer Deposit Certification Form
3. Illinois State Debarment Certification Form
4. Bid Rigging Certification
5. Minority Form

PAYMENT
Payment on invoices will be made in full within forty-five (45) days after acceptance by the District and proper invoicing by the Contractor. THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT. (See clause entitled, "Tax Identification Number", for further clarification.

EMERGENCY TERMINATION
If work or construction is stopped directly or indirectly by or as a result of the order or action of any federal or state authority, or of any court, because of the occurrence of a national emergency and the circumstances or conditions are such that it is and will be impractical to proceed with the work or construction, the Contract may be terminated. Should this Contract be so terminated, the Contractor shall be paid for all work or construction executed and completed in accordance with specifications up to that time, and also for any materials or equipment on hand specifically procured for this project.

OFFER PROPOSAL
Offerors must return the following when submitting a sealed Offer:

A. Offer Form Signed
B. Offer Sheet(s)
C. Federal Employee Identification or Social Security Number
D. Illinois State Debarment Certification Form
E. Bid Rigging Certification
F. Any necessary literature or information
G. Offer Form
H. Minority Form

QUESTIONS
Any questions regarding this Request for Proposal may be referred to the Purchasing Department, at (815) 966-3096.

OPTION TO EXTEND THE TERM OF THE CONTRACT
(a) The District may unilaterally extend the term of this contract, 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 three (3) years.
OPTION YEAR PRICING
The prices submitted on this solicitation should be submitted for the base contract year. Pricing for any subsequent option years will be determined in accordance with the “Pricing” clause contained in this solicitation. The prices for the base year of the contract and all option years are to be firm-fixed prices.

EVALUATION OF OPTIONS
(a) The District will evaluate offers for award purposes 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 the offer 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 offeror offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

TERM OF CONTRACT
This contract shall be effective from on about July 1, 2010 through June 30, 2011 plus two (2) one-year option periods. The District reserves the unilateral right to exercise or not exercise the option year periods under this contract. The exercise of the option year periods under this contract will be subject to the needs of the District and budget adoption by the District. 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.

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.

ADDITIONAL LOCATIONS
The District reserves the right to add additional schools, facilities, and delivery locations to this contract. Products and/or services will be provided for these schools, facilities and delivery locations for the time periods as specified. All contract terms and conditions will apply to these additional schools, facilities, and delivery locations. The District also reserves the right to delete schools, facilities and delivery locations from this contract. Contractor shall have the right to negotiate equitable adjustments should additions or deletions be determined to represent a “material change” to the original requirements upon which pricing for this proposal was based.

ALTERNATE OFFERS
Alternate Offers are not acceptable and will be rejected by the District. Alternate Offers are defined as Offers that do not comply with the Offer terms, conditions, and specifications. Offerors may submit more than one Offer providing that all such Offers comply with the Offer terms, conditions, and specifications.

CONTRACT
A response to this Request for Proposal (RFP) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District’s RFP. Offers do not become contracts unless, and until they are executed by the District eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the 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.

CONTRACT PRICING
The contract unit price(s) shall remain firm for the first twelve (12) months of the contract term. The contract unit price(s) for each ensuing contract year shall be included for the next twelve (12) month period of each contract year. The contract unit price(s) as submitted in this offer shall become effective on the anniversary date of the contract and shall be binding on the Contractor for the ensuing contract year.

LICENSE AND BOND
Offeror must supply proof of licensing and bonding for itself and its employees in the State of Illinois.

PRICING
Offerors are required to submit proposed fee schedule for services, identifying basis of fee, plus all anticipated expenses.

ADDITIONS TO AND DELETIONS FROM THE SCOPE OF SERVICES
The District may add services to or delete services from the work provided by this contract as determined and approved by the Board of Education or its designee to meet the requirements of the District.
COST
Vendor will provide a maximum fee for the fiscal year in accordance with the detailed description of services required and be inclusive of all expenses, including printing, recording, and copying costs. Offeror’s have the flexibility to propose whatever method of compensation that would be to the mutual benefit of the District and the Offeror. An equitable adjustment in the proposed fee shall be negotiated if the cost or the time required for performance of the service is increased or decreased pursuant to a change in scope of services requested by the District.

(end of section)
Rockford Public Schools
District No. 205

Position of
Administrative Hearing Officer

Instructions and Conditions

PURPOSE: The District is seeking proposals from independent contractors for the provision of legal services, specifically to act as an Administrative Hearing Officer.

DESCRIPTION OF WORK: The successful independent contractor must be available to conduct the Administrative Hearing and to prepare a written report/determination on a timely basis. The successful independent contractor will conduct hearings to decide or to recommend decisions on student and parent appeals and grievances; and, will develop and conduct training of administrators on the student disciplinary process and the Student Discipline Code. In addition the independent contractor will:

1. Review, analyze, and organize information gathered in investigations.
2. Receive, review, and record suspension letters and appeals regarding the long term suspension of students.
3. Schedule hearings and coordinate the meeting time and place.
4. Review the entire written case record and research and consult pertinent regulations, rulings and other reference sources prior to each hearing to identify all issues to be considered at the hearing.
5. Effectively guard against ex parte communication with either party before and after the hearing.
6. Preside in hearings and preserve order in such hearings.
7. Properly conduct hearings so that all parties receive fair treatment.
8. Effectively maintain control of the hearing and ensure that it adheres to all due process requirements without prolonging the hearing unnecessarily with repetitious and irrelevant testimony.
9. Hear testimony and accept evidence that is relevant to the subject of the hearing.
11. Properly mark and enter all documents in sequence so as to be sure that all relevant documentation can be identified by a reviewer, the Board of Education and all Courts.
12. Issue a determination or recommendation, based on the evidence presented at the hearing. The determination or recommendation shall be in writing and shall include a written finding of fact.
13. Ensure that all hearings are properly sound recorded for later transcription according to established procedures.
14. Complete a written summary during the course of the hearing to serve as a record of the hearing.
15. Develop and/or conduct training programs targeted to the technical training needs of staff as such training relates to student discipline hearings.
INTERVIEW: The District will choose a limited number of candidates to interview with General Counsel, one (1) or more administrators, the Business Office, and potentially a Board of Education member.

PROPOSAL QUALIFICATIONS: To qualify as the Administrative Hearing Officer, the independent contract must have the following qualifications:

1. Be an attorney licensed to practice law in the State of Illinois for at least five (5) years.
2. Be in good standing with the Illinois Supreme Court Attorney Registration and Disciplinary Commission.
3. Have formal training as an administrative due process hearing officer and/or have substantial experience as an administrative due process hearing officer or in a similar capacity (e.g., judge, arbitrator, etc.).

PROPOSAL FORMAT: Your proposal must follow the following format and address the items in the sequence listed below:

i) The name of the offeror, the location of the offeror’s principal place of business and, if different, the place performance of the proposed contract.

ii) The age of the offeror’s business and average number of employees if applicable.

iii) The abilities, qualifications, and experience of all persons who would be assigned to provide the required services.

iv) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken.

v) A plan giving as much detail as practical, explaining how the services will be performed.

FEES: The proposal shall contain a maximum fee for the fiscal year in accordance with the detailed description of services required and be inclusive of all expenses, including printing, recording, and copying costs. Firms have the flexibility to propose whatever method of compensation that would be to the mutual benefit of the District and the firm. An equitable adjustment in the proposed fee shall be negotiated if the cost or the time required for performance of the service is increased or decreased pursuant to a change in scope of services requested by the District.

PRICING

Submit proposed fee schedule for services, identifying basis of fee, plus all anticipated expenses. (Include on separate sheet in the proposal package)
PROPOSAL FOR HEARING OFFICER SERVICES
OFFER NO. RFP 10-26

i) Venita Hervey, attorney of the sole proprietorship law firm doing business as Law Office of Venita Hervey, with its principal office located at 2222 E. State Street, Suite A-98, Rockford, Illinois, 61104-1573, submits this proposal to provide Administrative Hearing Officer Services for the Rockford Board of Education, School District No. 205. The proposed contract will be performed at this location with student disciplinary hearings and staff development presentations performed at the District’s facilities.

ii) The Law Office of Venita Hervey was established in July 2002 and operates as a solo practice with no permanent employees. Support staff is contracted as needed to provide administrative assistance and trial preparation services.

iii) I have been licensed to practice law in Illinois since December 1995 and in good standing with the Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois, Registration No. 6229430. I am a member of the General Bar (December 1997) and Trial Bar (February 2010) of the United States District Court for the Northern District of Illinois and the General Bar of the United States District Court for the Central District of Illinois.

My resume is included with this Proposal and contains a synopsis of my employment and experience. The following professional experiences are illustrative of my abilities and qualifications to serve as the Board’s Administrative Hearing officer:

• My experience with the Illinois State Board of Education (ISBE) as an Impartial Hearing Officer for special education due process hearings required skills comparable to those sought in the Board’s Administrative Hearing Officer. As an independent contractor, I was accountable for managing all aspects of complex special education due process proceedings, including conducting comprehensive pre-hearing conferences and evidentiary hearings lasting an average of 6 days and encompassing testimony from 10-15 fact and expert witnesses. The written decision required comprehensive summaries of the procedural history, testimony and documentary evidence, full factual findings and conclusions, and a final and appealable order. Samples of my hearing decisions are available upon request.

• For the Spring 2003 semester, I served as an adjunct instructor with Aurora University for a course on school law which included an in depth review of the legal framework for student rights and discipline, as well as practical considerations.

• Since 2006, I have served on arbitration panels for court-annexed mandatory arbitration cases in the 17th Judicial Circuit Court of Winnebago/Boone County.
iv) Other contracts under which services performed were similar in scope, size, or discipline to those requested in this RFP are:

Illinois State Board of Education  
Attention: Andrew Eulass, Special Consultant  
Special Education Services Division  
Impartial Due Process Hearing Officer  
100 N. 1st Street  
Springfield, Illinois 62777  
(217) 782-5589

Futterman Howard Ashley  
Watkins & Weltman, P.C.  
Attention: Carol R. Ashley  
122 S. Michigan Avenue, Ste. 1850  
Chicago, Illinois 60603  
(815) 427-3600

v) The service delivery plan outlined below is flexible and can be modified to accommodate specific procedural or substantive requirements the District may request:

**Time Allocation.** My practice schedule is flexible and will allow me to allocate a minimum of 70% of my time to Hearing Officer services to ensure timely resolution of each proceeding. Evening and weekend time is available to review the record of completed and upcoming hearings and provide concentrated time to draft determinations. The goal is to schedule expulsion hearings and issue a determination within the 10 day suspension period where feasible and ensure that the determination and hearing record are transmitted for the Board’s consideration at the regular meeting following the hearing.

District staff will be provided with blocks of available time for hearings with a four week or greater lead time to ensure efficient scheduling and timely notice to students, parents, District staff and witnesses. Full or partial days will be reserved each week for hearings and time allocated for emergency hearings as well. Please note that my City Council duties and court cases are scheduled in advance or can be arranged to accommodate reserved time set aside for hearings and to complete related hearing duties.

The pre-hearing record will be reviewed upon receipt and any concerns will be researched and communicated to District counsel or staff as appropriate to avoid scheduling delays and the need to continue hearings. Additionally, complex hearings will be scheduled for a longer time to avoid the need for continuances and interference with other scheduled hearings. Detailed review notes will be created for each pre-hearing record to ensure that any procedural due process concerns or omissions or inconsistencies in the record are addressed prior to or during the hearing as appropriate.
Hearing Protocol. All hearings will be conducted in strict compliance with procedural and substantive due process requirements and in a manner which ensures fair and equitable treatment of all parties. The hearing purpose and protocol will be explained at the beginning of each hearing. Students who are not represented by counsel or lack a capable advocate will be given a full opportunity to present testimony and witnesses to support their position, including the opportunity to supply information in mitigation of the alleged misconduct.

District staff and witnesses will be given a full opportunity to present the student’s history, including prior interventions, and to detail the incident and allegations resulting in the expulsion recommendation. The hearing protocol will include questions to both parties to ensure adherence to procedural and substantive due process requirements.

The parties will be permitted time to offer a closing statement and students or their representatives will be given a short time in which to submit a post-hearing summary of the evidence from their perspective, as well as any case law applicable to the issues presented.

All hearings will be audio taped using high quality equipment and recording media. Each party will be identified prior to speaking to aid in later transcription. Additionally copious notes of the testimony and a record of numbered exhibits will ensure a comprehensive record of the hearing.

Scope and Substance of Determinations. To ensure consistency and facilitate the Board’s review of the hearing record, it is proposed that each determination include the following sections:

a. Summary of the Case: this section will outline the case and the administration’s position regarding the incident and will summarize the alleged discipline code violations and any applicable legal considerations.

b. Summary of Testimony and Evidence: this section will provide a clinical summary of direct/cross examination and rebuttal testimony by each party and witness and a description of any related exhibits.

c. Findings of Fact: this section will present the facts determined from the testimony of each party or witness, including the basis for assessing credibility where there is conflicting testimony or evidence, and demeanor where applicable.

d. Mitigating Factors: this section will present a summary of any factors that may mitigate against expulsion or elevate the seriousness of the misconduct. These factors may include the student’s disciplinary and academic records or family concerns, and the scope and frequency school or community based interventions.

e. Conclusions and Recommendation: this section will analyze the factual findings and any mitigating factors based on the discipline code requirements and the legal framework applicable to the matter. The conclusions will be summarized in a recommendation to either sustain or deny the administration’s request to expel the student, including an appropriate time frame.
f. **Post-Hearing Submissions:** Post-hearing submissions will be included in the record as an exhibit and this section will reference any concerns with the content, e.g. inclusion of new evidence.

**Record Management and Preservation.** A full record of each hearing will be maintained, including a record of numbered exhibits and the audio and written testimonial records. Hearings will be recorded in a manner that permits electronic storage and transmission to facilitate transcription as well as preservation. Hearing documents will be scanned in PDF format (and can be Bates stamped for the Board’s reference) to facilitate electronic transmission and storage.

**Staff Development.** The proposed staff development related to student discipline hearings will include a thorough review of the student discipline code and highlight any revisions to the prior year’s code. The sessions also will provide an overview of the legal framework applicable to student discipline and student and staff rights and responsibilities (e.g. personal and property searches, police interrogations) and detailed information on due process requirements and practical considerations for student disciplinary referrals, suspension appeals, and expulsion hearings.

The proposal contemplates two sessions prior to the start of the school year, one for returning and experienced principals, assistant principals and related staff who handle student discipline, and a separate session for new staff who may require more detailed information on the District’s administrative procedures for student discipline. A third session is recommended later in the school year to assess staff progress with implementation of the discipline code and compliance with due process standards.

**MAXIMUM FISCAL YEAR FEE**

The maximum fee below for each fiscal year is inclusive of all professional services and expenses as set forth in the attached Proposed Fee Schedule which describes the assumption and bases for fees and expenses:

- Initial contract year: $186,000
- Second Year: $180,000
- Third Year: $180,000
VENITA HERVEY
PROPOSAL FOR HEARING OFFICER SERVICES
OFFER NO. RFP 10-26

PROPOSED FEE SCHEDULE

Assumptions and Bases for Proposed Fees

- The fee for student disciplinary hearings is based on an estimate of 275 student expulsion hearings and suspension appeals per school year, inclusive of continued hearings.

- The proposal assumes that the District will provide the necessary number of copies of the administration’s record for the hearing, including the students cumulative file and disciplinary record, incident reports, witness statements, and site administrator’s reports.

- The five (5) hour time allotted per hearing includes all services described in the Instructions and Conditions section of the RFP and is the basis for the maximum fee for student disciplinary hearings for the fiscal year.

- The fees billed for each hearing will be based on the actual time expended to provide the required services. The maximum fiscal year fee assumes that less complex hearings and continuances will require less than five hours for completion the required services, while incidents involving multiple students and witnesses and complex issues will require a longer time.

- The proposal assumes that District staff will transcribe the recording of the hearing if required for an appeal. No fee will be assessed for reviewing the draft transcript against the audio recording and providing a certificate of accuracy.

General Retainer

A general retainer fee of $6,500, payable upon execution of the contract, is proposed to cover start up expenses for recording equipment and supplies, and to compensate for allocated schedule time in anticipation of the initial scheduled hearings. The general retainer fully covers the fee for drafting materials for staff development sessions on student discipline and due process in the initial contract year and any extensions for the second and third year.

Student Disciplinary Hearing Fees

Each student disciplinary hearing and suspension appeal, including continued hearings, will be billed at a rate of $125 per hour for actual time expended, plus expenses of $3.50 for each hearing, based on the following estimated time requirements:

- Pre-hearing administrative tasks and record review - 1.0 hour
- Conduct of the hearing - 1.0 -1.5 hours
- Compilation and review of evidentiary and testimonial record - 1.0 - 1.5 hours
- Drafting of the hearing summary and determination - 2.0 - 3.0 hours
- Post-hearing record maintenance and storage - .5 hour

**Staff Development Presentations**

There will be no hourly fee for the presentation of three professional development programs on student discipline and due process requirements each year.

**Anticipated Expenses**

The total expenses anticipated for the fiscal year, and incorporated into the proposed maximum fee, are $4,462.50 based on the following costs:

The anticipated expense for student disciplinary hearings is $962.50 and is based costs of $3.50 per hearing, inclusive of all supplies necessary to create and maintain a complete written and audio-recorded record, copying costs, storage media, and secure records management.

The anticipated expense for staff development materials (printing and binding) is $3,500 per fiscal year and assumes three (3) sessions per year with 150 or fewer attendees each session. It is assumed that the District will provide copies of the District 205 student discipline code.
July 21, 2010

Mr. Dennis Styrsy
Director of Purchasing
Rockford Board of Education
School District No. 205
201 South Madison Street
Rockford, Illinois 61104-2092

Re: Offer No. RFP 10-26: Hearing Officer Services

Dear Mr. Styrsy:

Enclosed is my complete Proposal submitted in response to the above captioned Request for Proposals (RFP) for Hearing Officer Services. The enclosures include all required forms and certifications, a detailed Proposal for Services and Proposed Fee Schedule that are responsive to the Instructions and Conditions as set forth in the RFP, and a copy of my resume.

In addition to the skills and experience stated in the proposal, I also have represented clients in suspension appeals and expulsion proceedings in District No. 205 and other Illinois school districts and am familiar with the District’s discipline code and policies relating to student conduct and due process standards for administrative staff.

If requested, I will submit copies of several decisions I authored while serving as an Impartial Hearing Officer for special education due process proceedings for the Illinois State Board of Education as an independent contractor. The decisions illustrate my analytical and writing skills and demonstrate my ability to satisfy the Board’s requirements for Hearing Officer Services in District No. 205, including management of complex proceedings.

I would appreciate the opportunity to interview with the Hearing Officer selection committee. Please contact me at my office or cell number, (815) 519-1007, if you have any questions or need additional information. Thank you for your consideration of this proposal.

Sincerely,

Venita Hervey

Enclosures
VENITA HERVEY

1527 Clifton Avenue
Rockford, IL  61102-3368
E-mail: venita@vherveylaw.com

Cell:  (815) 519-1007
Work:  (815) 398-8870
Fax:  (815) 398-8871

EDUCATION

J.D.  The University of Akron School of Law, 1994
Labor and Employment Law concentration
Admitted Ohio, 1994; Admitted Illinois, 1995

M.Ed.  University of Illinois at Urbana-Champaign, 1983
Human Resource Development

B.Sc.  University of Illinois at Urbana-Champaign, 1978
Physical Education and English

EMPLOYMENT

07/02 - Present  Law Office of Venita Hervey
Solo Practitioner

General Practice law firm concentrating in employment law, education
and administrative law, small business organization, and small estate
planning.

07/04 - 06/06  Impartial Hearing Officer
Illinois State Board of Education

Independent Impartial Hearing Officer for Special Education Due Process
Hearings under the federal Individuals with Disabilities in Education Act.
Presided over all pre-hearing proceedings, conducted full hearings and
issued comprehensive decisions.

12/96 - 06/02  Futterman & Howard, CHTD.
Attorney, Rockford Office for CRO Implementation

Provided support for the implementation phase of a federal remedial
decree in an educational discrimination and school desegregation case.
Caseload included client communications, monitoring implementation
compliance, court hearings, administrative and due process hearings on
behalf of class clients, and litigation for unitary status hearings.

11/95 - 12/96  University of Illinois College of Medicine at Rockford
Staff Associate, Office of Student Affairs

Provided individual and group counseling, academic intervention, and
related programming for medical students completing their second through
fourth year studies.
City of Akron, Department of Law - Civil Division
Assistant Director of Law

Caseload consisted of labor and employment matters including workers’ compensation claims settlement, disposition of EEOC and state FEP claims, and civil service hearings and appeals. Assigned to assist with trial preparation for imminent domain proceedings.

The University of Akron School of Law
Adjunct Instructor - Legal Writing Program

Instructed second year law students in an intermediate legal writing course covering appellate brief writing and oral argument skills.

County of Summit, Court of Common Pleas
Judicial Clerk/Judicial Attorney

Employed full time as a law clerk in the General Division. Supported trial court judge in status conferences and pre-trial hearings to ensure timely response to motions; assisted with trial preparation including evidentiary research and jury instructions; researched and drafted responses to civil and criminal motions and administrative appeals; monitored court docket to ensure efficient scheduling and resolution of cases.

City of Akron, Department of Law - Civil Division
Law Clerk

Employed full time as principal docket clerk and general assignment law clerk. Ensured timely filing of legal documents in municipal, common pleas and federal courts; assisted attorneys with legal research and drafting of appellate briefs and legal memoranda. Work product concentrated in workers’ and unemployment compensation appeals, civil service and labor union administrative appeals, and researching municipal obligations under the ADA.

Midial, S.A. - U.S. Retail Group
Director, Human Resources

Managed all human resources functions for corporate office and field operations in a retail company with 500+ units in 38 states. Scope of accountability included policy development and administration including employee handbooks; EEO and labor administration including resolution of EEOC, DOL, and NLRB charges through hearing stage; basic labor relations matters for an organized warehouse group; compensation and benefits administration including defined contribution and deferred compensation plans; training and development programs with an emphasis on management and organization development.
COMMUNITY SERVICE

City of Rockford Alderman, 5th Ward, 2009 – Present
Legacy Academy of Excellence Charter School, Board Member, 2008 - 2010
Rockford Mass Transit District, Board Member, 2006 - 2009
Ethnic Heritage Museum Advisory Board Member, 2004 - Present
Rockford Board of Education - Education Committee Community Representative, 2001- 2002