RPS ADMINISTRATIVE BUILDING
MAIN BOARDROOM TABLES AND PODIUM
ROCKFORD PUBLIC SCHOOLS 205
ROCKFORD, ILLINOIS

DOCUMENT 00 41 00 – BID OFFER FORM

TO:       Executive Director of Budgeting and Purchasing
          Rockford Board of Education
          School District No. 205
          501 Seventh Street, 6th Floor Conference Room
          Rockford, Illinois 61104

BID SUBMITTED BY:

CONTRACTOR: Lowery McDonnell Company
            (630-227-1000 Division of Warehouse Direct)

TELEPHONE:

DATE: 10-10-17

A. BASE BID

The Undersigned Bidder, having inspected the construction site and having familiarized themselves with the conditions likely to be encountered affecting the cost and schedule of the Work, and having thoroughly familiarized themselves with the Bidding Documents; hereby proposes to provide all labor, material, tools, equipment, utilities, transportation, supervision and services required for the proper execution of the entire Work required, in strict accordance with the Contract Documents for the RPS ADMINISTRATIVE BUILDING MAIN BOARDROOM TABLES AND PODIUM, prepared by the Larson and Darby Group, plus any Allowances, for the Total Bid Amount listed below:

BASE BID: $51,245.00

TOTAL ALL: $51,245.00

B. COMPLETION TIME

1. The Undersigned Bidder states that if awarded the Contract, it shall achieve Final Completion of the Work in accord with the Contract as follows:
   c. Final Completion: January 8th, 2018.

C. SUBSTITUTION SHEET

1. All bids shall be based on the items, materials and manufacturers specified in the Specifications and/or as shown on the Drawings.
2. Bidders desiring to make substitutions for items or materials specified shall list such proposed substitutions below, together with the amount to be added to or deducted from the amounts of their Base Bld. All substitutions must have the same characteristics as items and materials specified and must be explicitly accepted by the Owner to be effective.

<table>
<thead>
<tr>
<th>BRAND OR MAKE SPECIFIED</th>
<th>PROPOSED SUBSTITUTIONS</th>
<th>ADD $</th>
<th>DEDUCT $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. PREVAILING WAGES
1. The Contractor shall pay and require each subcontractor to pay, not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed, and not less than general prevailing rate of hourly wages for legal holidays and overtime work, as determined by the Illinois Department of Labor, pursuant to the Illinois Revised Statutes, ch. 48, par. 39s-1 et. seq.

E. STATEMENT OF BIDDER'S BUSINESS ORGANIZATION
1. For Bid Submitted by an Individual:
   a. The Owner

2. For Bid submitted by a partnership:
   a. Names of all the Partners

3. For Bid submitted by a corporation:
   a. Name and Title of Officers authorized to sign contracts:
      
      **John Meyer**
      **Tom Schirillo**

      **President**
      **Vp of Sales**
Title CORPORA TE SEAL

4. All Bidders:
a. Name of Firm Lowery McDonnell Company (a division of Warehouse Direct)
b. Official Address 960 Lively Blvd.
   Wood Dale, IL 60191
c. Dated this 10th day of October 2017
d. Name thomas scivilla
e. Signature

END OF DOCUMENT 00 41 00 – BID FORM
ROCKFORD PUBLIC SCHOOLS
BID-RIGGING CERTIFICATION

1. Thomas Schiller, a duly authorized agent of
   Lowery McDonnell Company, a division of Warehouse Direct,
   do hereby certify that neither
   Lowery McDonnell Company, a division of Warehouse Direct,
   nor any individual presently
   affiliated with Lowery McDonnell Company, a division of Warehouse Direct,
   has been barred from bidding on a
   public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid
   rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled
   Statutes.

[Signature]
Authorized Agent

Lowery McDonnell Company,
a division of Warehouse Direct.
ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business conducted and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

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

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

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

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

Please Check Appropriate Box/Boxes

☐ African American (AFRAM) ☐ Caucasian (CAUC) ☐ Native American (NAAM)

☐ Hispanic American (HISP) ☐ Asian-Pacific American (ASIAPI) ☐ Asian Indian (ASIAl) American

☐ Other, please identify: ☐ Woman Owned (W) ☐ Disabled Owned (D)

The offeror has ☐ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name: Lowery McDonnell Company
Address: 960 Lively Blvd.
City: Wood Dale (a division of Warehouse Direct)
State: Illinois Zip: 60191
Phone #: 630-227-1000 Fax #: 630-227-1010 FEIN #: 36-3036801
Signature of Company Official: [Signature]
Title: VP of Sales
Date: October 7, 2007
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 4.17 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

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

Lowery McDonnell Company
(a division of Warehouse Direct)

[Signature]

Bid/RFP/RFA No. 18-11

[Signature]

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 renders 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 “OSA Excluded Parties List System” at http://eps.arl.net.gov.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

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

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

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

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

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

Lowery McDonnell Company
Organization Name (a division of Warehouse Direct)

THOMAS SANTULLA
Name of Authorized Representative

Original Signature of Authorized Representative

BID/BFP/RFP No. 18-11
Procurement Number or Project Name

VP of Sales
Title

October 10, 2017
Date

ISBE 85-38 (3/12)
OFAC Compliance

BID No.: 18-11

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Lowery McDonnell Company (a division of Warehouse Direct)

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

October 10, 2017

Rev. 9/12/16
ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:
All businesses ("Vendors" or "Vendor" or "Vendor’s") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at http://www2.rps205.com/District/BOE/Pages/GP-200.aspx. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee) that is likely to: (i) materially contribute to Vendor’s preparation, drafting, or presentation of a proposal or bid for services and/or supplies; (ii) materially contribute to Vendor’s negotiation of a contract with RPS; or (iii) perform material services under a contract with RPS. Below, these persons are referred to as “Disclosable Persons.”

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

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

VENDOR INFORMATION:
Vendor Name: Lower4 Mccownel Company (Division of Warehouse Direct)
Vendor Address: 900 Lively Blvd. Wood Dale, IL 60191
Vendor Phone Number: 630.227.1000
Vendor Email: mwessel@lmcinc.net
Vendor FEIN: 36-3036801

Rev. 9/12/16
ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐ YES, the above statement is true.
☐ NO, the above statement is NOT true.

If you checked “YES” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees' or RPS Board of Education's family member(s) with whom there may be a conflict of interest:

1. _____________________________
2. _____________________________
3. _____________________________

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:

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

THOMAS SCHRILLA
Print the Name of the Vendor's Authorized Representative

VFOF SILES
Print the Position Title of the Vendor's Authorized Representative

October 10, 2017
Date

Rev. 9/12/16
CERTIFIED CLEARED EMPLOYEE LIST

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

1- a criminal history records check, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and

2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and

3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

<table>
<thead>
<tr>
<th>NO.</th>
<th>LAST NAME</th>
<th>M.I.</th>
<th>FIRST NAME</th>
<th>CRIMINAL HISTORY</th>
<th>DATABASES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>uncertain at this time</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This certificate Subscribed and Sworn to before me this 10 day of December, 2017.

Debra L. Gorman
Notary Public
Commission Expires: 12/26/17

Vendor Cert. Employee List No.______

"OFFICIAL SEAL"
Debra L. Gorman
Notary Public, State of Illinois
My Commission Expires 11/26/17
NON-COLLUSION AFFIDAVIT
The undersigned Bidder certifies that the Bidder has not, nor has any member, officer, representative, or agent of the Bidder, entered into any combination, collusion, or agreement with any person or entity relative to the price to be bid by anyone under this Invitation for Bid, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

Lowery McDonnell Company  
Name of Bidder (Please Print)  Submitted by (Signature)
(a division of Warehouse Direct)

EQUAL OPPORTUNITY
The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Lowery McDonnell Company  
Name of Bidder (Please Print)  Submitted by (Signature)
(a division of Warehouse Direct)

SEXUAL HARRASSMENT
The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

Lowery McDonnell Company  
Name of Bidder (Please Print)  Submitted by (Signature)
(a division of Warehouse Direct)

TOBACCO USE
The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the provisions of Illinois law (105 ILC S/10-20.5b) and the District’s ban on tobacco use on District property.

Lowery McDonnell Company  
Name of Bidder (Please Print)  Submitted by (Signature)
(a division of Warehouse Direct)

DRUG FREE WORKPLACE
Each Bidder, if having twenty-five employees or more, does hereby certify through the undersigned, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS S803), to the extent applicable, that it shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Lowery McDonnell Company  
Name of Bidder (Please Print)  Submitted by (Signature)
(a division of Warehouse Direct)

Rev. 09-2016
GENERAL BIDDING CERTIFICATIONS
The Bidder further certifies that:

1. The Bidder has read the Invitation for Bid, understands, and agrees that the District’s acceptance of Bidder’s offer will create a binding contract; provided that the District may require a separate written contract.

2. The undersigned is a duly authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder’s behalf and, to bind Bidder to the terms and conditions contained in this Bid Package.

3. The Bid submission is in compliance with Illinois Compiled Statutes 105ILCS 5/10-20.21 – Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services, (if applicable).

4. Bidder is the following type of business entity, in good standing with the State of Illinois:

   **Lowery McDonnell.** Bidder is duly authorized and qualified by the State of Illinois to conduct business in Illinois.

5. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.

6. All figures and responses submitted on the Bid Form are true, complete, and accurate. All documents attached to and submitted with this Bid Form are true, complete, and authentic.

7. Attached hereto is Bidder’s current financial statement.

8. Bidder hereby offers and agrees to furnish the services and equipment specified in this Invitation for Bid, during the term specified in the Invitation for Bid, at the rates stated in the Bid Form, and subject to the attached General Instructions, General Terms and Conditions, Supplemental Terms and Conditions, Specifications, and the other requirements of the Invitation for Bid, including Addenda, if any.

9. This Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

Lowery McDonnell Company
(division of Warehouse Direct)

Name of Bidder (Please Print) Submitted by (Signature)

Rev. 09-2016
ROCKFORD PUBLIC SCHOOLS
ASBESTOS NOTIFICATION

DATE: October 19, 2017

Lowery McDonnell Company (Person/Company) understand that School Building contains asbestos-containing building material and have been informed of the types and locations of this material by the Building Engineer. Furthermore, I will not disturb these materials without written permission from one of the following Building Services Department Officials.

Todd Schmidt, Chief Operating Officer

Rockford Public Schools Project Manager, Operations and Facilities

Signature

cc: Building Engineer
Contractor

Rev. 10-2013
IRS regulations require our School District to have on file appropriate taxpayer identification data concerning you or your firm. This information consists of either a Federal Employer Identification Number (F.E.I.N) or Social Security Number (S.S.N.) and will have their payments reported to the IRS on form #1099–Misc.

Below is the legal name and address for you or your firm as shown on our official records. Please make any necessary corrections. Space is also provided to enter the appropriate tax identification number and to indicate (by checking a box) the correct legal status. Failure to complete and return this form could result in a $50,000 IRS penalty. In addition, we would be required to withhold 20% of payments due and remit this amount to the IRS until we receive the correct tax data.

For your convenience we request you fax this form back to sender (or to Purchasing at 815-966-3088). Please do this today so we can both fulfill our reporting obligations and ensure prompt payments.

Reminder: If LEGAL STATUS is “Sole Proprietorship”, the Taxpayer Identification Number must be either the Social Security Number of the owner or assigned FEIN.

LEGAL STATUS: (Check One)
☐ Corporation
☐ Limited
☐ Partner(ship) (one owner)
☐ Religious, Charitable, Educational or Governmental Agency (circle one)
☐ Sole Proprietorship (legal owner's name):
☐ Individual
☐ Other – Please identify:

TAXPAYER (federal) ID# -- FEIN or Soc Sec
(use the line corresponding to your legal status line)
FEIN: 36-3036801
FEIN: 
FEIN: 
FEIN: 
FEIN: 
FEIN: Owner’s Social Security Number
SSN: 
SSN: 
SSN: 
SSN: 
SSN:

UNDER PENALTIES OF PERJURY, I CERTIFY THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.
Signature: THOMAS SCHNELL Date: 10/10/2019
Title: VP of Sales
Phone: (630) 227-1000 Fax: (630) 227-1010

Website & Email address: lowerymcdonnell.com mwessel@lmeine.net
If minority/women owned business, list here:

Vendor: Enter Name and Address Below
Lowery McDonald Company
A division of Warehouse Direct
960 Likely Blvd.
Wood Dale, IL 60191

Vendor #: 
School: 

W - 9

ROCKFORD BOARD OF EDUCATION
SCHOOL DISTRICT #205
501 7th Street
Rockford, Illinois 61104
Phone: Area Code 815-966-3098
Fax: Area Code 815-966-3088

SUBSTITUTE IRS FORM W-9 – IMPORTANT TAX INFORMATION
Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[ ] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: (If applicable) Sample

TYPE OF WORK: (File separate form for each Classification of Work)

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: (Specify)

§ 1 ORGANIZATION
§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of Incorporation:
§ 1.3.2 State of incorporation:
§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its compilation. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.
§ 1.3.4 Vice-president’s name(s)

§ 1.3.5 Secretary’s name:
§ 1.3.6 Treasurer’s name:

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization’s partnership or trade name is filed.

§ 3 EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.6.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES
§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surveys:
§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING
§ 5.1 Financial Statement.
§ 5.1.1 Attach a financial statement, preferably audited, including your organization’s latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;
Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings):

§ 6.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 6.1.3 Is the attached financial statement for the identical organization named on page one?

§ 6.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE
§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

I, being duly sworn deposes and says that the information provided herein is true and sufficiently complete as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:
AGREEMENT made as of the ___ day of _____ in the year 20__.

BETWEEN the Owner:

Board of Education of Rockford School District No.205
Winnebago and Boone Counties, Illinois
501 7th Street
Rockford, Illinois 61104

and the Contractor:

(Please note that paragraphs deleted)

for the following Project:

Bid No. 18-11

The Architect:

LARSON & DARBY GROUP

Program Manager:

The Owner and Contractor agree as follows.

Owner is an Illinois public school district. This Contract is the result of the award of a publicly bid contract pursuant to the provisions of the Illinois School Code pertaining to public contracts, particularly the provisions of 105 ILCS 5/10-20.21. The invitation to bid No. ___, all amendments thereto and Contractor's bid all form a part of this Contract. The terms of Illinois statutes applicable hereto shall govern all terms and conditions of this Contract as though fully set forth herein.
FORM FOR INFORMATIONAL PURPOSES ONLY

TABLE OF ARTICLES
1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions) AIA Document A201-2007, as revised by Owner, Drawings, Specifications, Addenda issued prior to execution of this Agreement with Bid No., other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or reported herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The Work is comprised of multiple dates of commencement of the Work. The construction start date, substantial completion date and final completion date are as follows:

Construction start date:
Substantial completion date:
Final Completion date:

§ 3.2 The Contract Time shall be measured from the date of commencement.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum consistent with the award of a public bid # awarded by Owner to Contractor shall be the total contract sum of ( ) subject to additions and deductions as provided in the Contract Documents.
§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.3 Unit prices, if any, including all associated costs including, but not limited to, excavation, backfilling offsite transportation/site fee, labor, overhead, insurance and bond:

§ 4.4 Allowances included in the Contract Sum, if any:

ARTICLE 5 PAYMENTS

§ 5.1 PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to and approved by the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make payments on account of the Contract Sum to the Contractor pursuant to its policies and procedures more fully explained in the Addendum attached hereto and made a part herof marked Exhibit A, and as provided elsewhere in the Contract Documents.

§ 5.1.2 Contractor shall submit to the Architect not more than one Application for Payment per month. The payment may cover a time period up to and including the date of submission of the draft Application for Payment. Contractor shall submit a draft Application for Payment on or before the date established by Program Manager. A supplemental Application for Payment may be required at the end of Owner's School Year (June 30).

§ 5.1.3 Payments to Contractor shall be pursuant to the policies and procedures of Owner as set forth in Addendum Exhibit A attached.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data as to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each payment shall be the amount of Architect approved certificate for payment computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of TEN percent (10.00%).

Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™—2007, General Conditions of the Contract: For Construction as revised by Owner;

.2 Subtract the aggregate of previous payments made by the Owner.

§ 5.1.7 The payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

§ 5.1.8 Reduction or Limitation of Retainage, if any, shall be as follows:

NONE
FORM FOR INFORMATIONAL PURPOSES ONLY

§ 5.2 FINAL PAYMENT
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Work as provided in Section 12.2.2 of AIA Document A201-2007, as revised by Owner, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

In accordance with Owners policies and procedures for payment as described in the Addendum Exhibit A attached hereto.

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 as revised by Owner.

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, as revised by Owner, the method of binding dispute resolution shall be as follows:

Owner and Contractor may but shall not be required to submit claims to arbitration or mediation. If Owner and Contractor each independently agree to mediation or arbitration of claims, such mediation and arbitration shall proceed according to the provisions of AIA Document A201-2007 as revised by Owner. Mediation or arbitration may be requested by either party in writing. If the responding party declines to mediate or arbitrate or fails to respond to the request within 7 days of receipt of a request the sole remedy and method of dispute resolution for such claim shall be litigation in a court of competent jurisdiction. Jurisdiction for purposes of this Agreement and all parties hereto shall be the laws of the State of Illinois and venue shall be in the 17th Judicial Circuit Court, Winnebago County, Illinois.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 as revised by Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 as revised by Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to the provision as amended or supplemented by other provisions of the Contract Documents; however, in the case of AIA Document A201-2007, it shall refer to AIA Document A201-2007 as revised by Owner and attached as Exhibit B.

§ 8.2 The Owner’s representative:

Todd Schmidt
Chief of Operations
Rockford Public Schools
501 Seventh Street
Rockford, Illinois 61104

§ 8.3 The Contractor’s representative:


User Notes: VERSION 05082014
§ 8.4
Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.5 Other provisions:
If Owner has contracted with a Program Manager for this project, in all cases in which notices are required or permitted to be given by Contractor, a copy of each such notice shall be simultaneously given to Program Manager.

Program Manager:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor as revised by Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007 as revised by Owner and attached hereto marked Exhibit B, General Conditions of the Contract for Construction and Supplementary Conditions attached to Bid 14-52.

§ 9.1.3 The Supplementary and other Conditions of the Contract:
As contained in the Invitation to Bid # and as attached hereto marked Exhibit C.

§ 9.1.4 The Specifications:
As set forth in invitation to bid # and addenda thereto attached hereto as Exhibit C and D.

§ 9.1.5 The Drawings:
As set forth in invitation to bid # and addenda thereto attached hereto as Exhibit C and D.

§ 9.1.6 The Addenda, if any:
As set forth and referenced in the document attached hereto marked Exhibit D.

§ 9.1.7 Documents forming the Contract Documents:

1. The Addendum attached hereto marked Exhibit A
2. General Conditions attached hereto marked as Exhibit B.
3. Bid No. Issued by Owner attached as Exhibit C (compact disk).
ARTICLE 10  INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, as revised by Owner and attached hereto and including the Supplementary Conditions issued by Owner.

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

OWNER:  BOARD OF EDUCATION OF ROCKFORD SCHOOL DISTRICT NO. 205, WINNEBAGO AND BOONE COUNTIES, ILLINOIS

BY:  __________________________
     ITS PRESIDENT

ATTEST:  ________________________
         ITS SECRETARY

CONTRACTOR:  

BY:  __________________________
     ITS PRESIDENT

ATTEST:  ________________________
         ITS SECRETARY
School References

Schaumburg C.C.S.D. 54
524 East Schaumburg Road
Schaumburg, IL 60194
Purchasing: Debbie Budz, 847-357-5000
Business Manager: Rick King

Oak Lawn Community High School
9400 Southwest Highway
Oak Lawn, IL 60453
Business Manager, Joe McCurdy, 708-741-5603
Director of Buildings and Ground: Joe Giglio

Crystal Lake District 155
Crystal Lake South High School
1200 South McHenry
Crystal Lake, IL 60014
Business Manager: Jeff Daurer, 815-455-8500

Crystal Lake District 47
300 Commerce Drive
Crystal Lake, IL 60014
Director of Operations: Dave Schuh, 815-788-5061

Waukegan Public Schools District 60
215 Edison Court
Waukegan, IL 60085
Director of Buildings and Ground: LeBaron Moten, (224) 303-3660

Wheaton District 200
3S600 Herrick Road
Warrenville, IL 60555
Business Manager: Bill Farley
Director of Buildings and Grounds: John Robinson

Glen Ellyn District 41
793 North Main Street
Glen Ellyn, IL 60137
Director of Buildings and Grounds: Dave Scarmardo
Geneva School District 304  
227 N 4th St  
Geneva, Illinois  60134  
Business Manager: Donna Oberg  
Director of Buildings and Grounds: Scott Ney

Warren Twsp. H.S.  
500 N. O'Plaine Rd  
Gurnee, IL  60031  
Chuck Maurer, Assistant Principal 847-599-4709  
Business Manager: Carol Rogers 847-662-1400
To All Bidders:

Attached are modifications, clarifications and/or corrections for the Project Manual and are hereby made a part of the contract documents. Please attach this addendum to the Project Manual(s) in your possession. Please note the receipt of this addendum on the bid form. Bidders shall review changes to all portions of this work as changes to one portion may affect the work of another.

If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 2nd floor prior to coming to the bid opening. Please allow time for this as late submission will not be accepted.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Purchasing Department by email to Rickey Sparks at rickey.sparks@rps205.com.

Rickey Sparks
Director of Purchasing

Version 06252017 MFP
TO: Annie Egler  
Capital Projects Manager-Interior Design  
RPS 205

RE: Meeting minutes from Pre-Bid

PROJECT: RPS Administrative Building  
Main Boardroom Tables and Podium  
Rockford Public School District 205  
Rockford, Illinois

LDG PROJECT NO.: 26092  
RPS Project IFB No. 18-11

DATE: September 28, 2017

I. Attendance was taken. List of bidders kept by Annie of RPS.

II. Introductions of RPS and LDG representatives.

III. RPS Pre-bid Conference Opening Statement was read by Annie. Copy kept by LDG.

IV. Schedule is as follows:  
Bid Opening: Thursday October 12, 2017 at 2:00 pm at RPS Administration Bldg; 3rd floor  
Board Approval: Tuesday, October 24, 2017  
Acceptance of last RFI: October 4th, 12:00 pm  
Issuance of last Addendum: October 6th 4:30 pm

V. RFI’s to be issued via email only and to attention: Rickey Sparks at rickey.sparks@rps205.com.

VI. General Clarifications:

Q: Will there be an electrician involved?  
A: Yes, RPS will coordinate and handle the electrical. An RPS electrician will be onsite.

Q: Is the electrical to be accommodated for in the millwork?  
A: Yes, millworker to provide cut-outs, access panels and raceways as part of their scope.

Q: Are the units to be installed by the millworker?  
A: Yes.
RPS Administration Building
Main Boardroom Tables and Podium
Rockford Public School District 205
Rockford, Illinois

Q: Is there seating involved?
A: No. Seating is by RPS.

Q: The drawings indicated a type of task lighting.
A: Lighting is N.I.C. Not In Contract. RPS to provide lighting.

Q: Division 06 outlines typical millwork as typical, ie. Catalyzed finishes, correct?
A: Yes.

Q: Is there a freight elevator?
A: Yes. (Annie took the bidders to the location of the freight elevators)

Q: Are full shop drawings required?
A: Yes.

END OF Meeting Minutes
<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Company Name</th>
<th>Company Address</th>
<th>Telephone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colin Martinovich</td>
<td>Siestrom</td>
<td>1234 Fifth Ave</td>
<td>815-226-5555</td>
<td><a href="mailto:cmartinovich@siestrom.com">cmartinovich@siestrom.com</a></td>
</tr>
<tr>
<td>Anna Anderson</td>
<td>Wiener Interiors</td>
<td>7890 Avenue Dr. Rockford</td>
<td>815-777-0000</td>
<td><a href="mailto:aanderson@wienerinteriors.com">aanderson@wienerinteriors.com</a></td>
</tr>
<tr>
<td>Ralph Cervantes</td>
<td>LMC</td>
<td>9876 Lane Dr.</td>
<td>816-333-1111</td>
<td><a href="mailto:rcervantes@lmcmc.com">rcervantes@lmcmc.com</a></td>
</tr>
<tr>
<td>Mike Wessel</td>
<td></td>
<td></td>
<td></td>
<td><a href="mailto:mwessel@lmcmc.com">mwessel@lmcmc.com</a></td>
</tr>
<tr>
<td>Sue Witherspoon</td>
<td>Office Depot</td>
<td>5678 King Blvd.</td>
<td>606-222-3333</td>
<td><a href="mailto:switherspoon@officedepot.com">switherspoon@officedepot.com</a></td>
</tr>
<tr>
<td>Silvana</td>
<td>Office Depot</td>
<td>8900 Prince Rd.</td>
<td></td>
<td><a href="mailto:ssilvana@officedepot.com">ssilvana@officedepot.com</a></td>
</tr>
</tbody>
</table>
Bid Bond

CONTRACTOR:  
(Name, legal status and address)
Lowery McDonnell Company  
960 Lively Boulevard  
Wood Dale, IL 60191

SURETY:  
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
Mailing Address for Notices  
Same as above

OWNER:  
(Name, legal status and address)
Rockford Public Schools  
501 Seventh Street  
Rockford, IL 61104-2092

BOND AMOUNT:  5%  
Five Percent of Amount Bid

PROJECT:  
(Name, location or address and Project number, if any)
Administrative Building Main Board Room Tables & Podium

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of October, 2017.

[Signature]
Rebecca Mullin  
(Witness)

Lowery McDonnell Company  
(Principal)  
By: Mike Wesel  
(Title)  
Account Executive  
(Seal)

Travelers Casualty and Surety Company of America  
(Surety)  
By: Kristen Schmidt  
(Title)  
Attorney-In-Fact  
(Seal)

[Signature]
11-27-17  
(Witness)  
See Attached Jurat

S-0054/AS 8/10
STATE OF ILLINOIS
COUNTY OF COOK

I, John J. Naso Jr., a Notary Public in and for the state and county aforesaid, do hereby certify that Kristen Schmidt of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of the Travelers Casualty and Surety Company of America and as the free and voluntary act of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of October, A.D. 2017.

My commission expires December 13, 2017

NOTARIAL JURAT

[Signature]

Notary Public

[Notary Public Seal]
POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond
OR
Project Description: Administrative Building Main Board Room
Tables & Podium

Principal: Lowery McDonnell Company
Obligee: Rockford Public Schools

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kristen Schmidt of the City of Orland Park, State of IL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of October, 2017.

[Signature]

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named Individuals and the details of the bond to which the power is attached.