



SCHOOL DISTRICT OF BELOIT

think lead move

REQUEST FOR PROPOSAL

2013 FIXED ASSET INVENTORY

RFP #2013-0009

**Due Date: November 22, 2013
4:00 P.M. CST
School District of Beloit Business Services Office**

thinking beyond now

School District of Beloit
we are tomorrow

TABLE OF CONTENTS

RFP Information	3
General Conditions	4
RFP Instructions & Conditions	6
Description of Services	10
Vendor Proposed Pricing	15
Contract Terms & Conditions	16

**SCHOOL DISTRICT OF BELOIT
REQUEST FOR PROPOSALS**

RFP No.: **RFP #2013-0009**

Title: **2013 Fixed Asset Inventory**

Issue Date: **November 5, 2013**

This document constitutes School District of Beloit’s (hereafter called the “District” or “SDB”) Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide consulting and planning services as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 4:00 p.m., CST, on 11/22/2013. Proposals submitted after that time and date will be rejected and returned.

PROPOSALS SHALL BE SUBMITTED TO:

Executive Director of Business Services
School District of Beloit
1633 Keeler Avenue, Room 110
Beloit, Wisconsin 53511

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Executive Director of Business Services
School District of Beloit
1633 Keeler Avenue, Room 110
Beloit, WI 53511
Email:jmarotz@sdb.k12.wi.us

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the School District of Beloit Board of Education, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

General Conditions

- A. The District reserves the right to accept or reject any or all proposals or any combination of proposals. The right is also reserved to waive any irregularities in the proposals received.
- B. The District will conduct follow-up inquiries to determine the ability of the prospective Contractor to perform the duties required in the contract. The District may request additional information after the proposals are opened.
- C. Proposals may be modified or withdrawn prior to the date and time of the proposal opening upon written request to the Executive Director of Business Services.
- D. All proposals are opened in public. You and your representatives are cordially invited to attend the opening. Any proposals received after the date and time deadline will not be considered.
- E. All proposals shall remain the property of the School District of Beloit
- F. All invoices from the contractor to the District must be thoroughly documented. The district pays invoices electronically using ACH or a procurement card.
- G. Termination and Performance
 - 1. In the event the contractor shall fail to carry out the terms, conditions, or specifications of this contract for any reason, the District shall, upon reasonable notice to the Contractor, and its refusal, immediately have the right to furnish or cause to be furnished the repair and preventative services herein agreed to be furnished by the contractor. This will be accomplished in any and every manner as shall be deemed fit and proper including the District contracting with a suitable alternate service provider.
 - 2. The Contractor shall not assign or sublet any contract entered into with the District, in whole or in part, without the prior written consent of the District. In the event the ownership of the company is acquired, transferred, or altered, the District shall have the right at any time thereafter to terminate the contract.
- H. Proprietary Information

All restrictions on the use of the data contained within a proposal and all confidential information must be clearly stated. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statutes(s).
- I. To the extent permitted by law, it is the intention of the District to withhold the contents of the proposal from public view unless there is a reason for disclosure in the opinion of the District. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

- J. Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Contractors agree to provide the District with a valid e-mail address to receive this correspondence.
- K. This RFP is being made available by electronic means. If accepted by such means, the Contractor acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Contractors' possession and the version maintained by the District, the version maintained by the District must govern.
- L. Disqualification
1. Late Proposals
Proposals that are received after the deadline date and time will be disqualified.
 2. Nonresponsive Proposals
Proposals which are not responsive or which fail to comply with mandatory requirements of the RFP shall be deemed nonresponsive and shall be disqualified. Nonresponsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item and those submitted in insufficient number. The District reserves the right to disqualify those from consideration those responses that are submitted in an incorrect format.
- M. Collusion
Collusion by two (2) or more contractors agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or a contract.
- N. Debarred Bidders or Subcontractors
A contractor who is currently subject to state or federal debarment order or determination shall not be considered for evaluation by the procurement team.
- O. A contractor may be disqualified on the basis of a real or apparent conflict of interest that is disclosed by the proposal or other data available to the District.
- P. Revisions to this proposal may be made by an official written amendment issued by the District.
- Q. Clarification and/or revisions to the specifications and Requirements:
Questions or requests for additional information concerning this request for proposal must be received by November 22, 2013 and should be addressed to: Jeffrey Jacobson, Director of Facility Services at jjacobson@sdb.k12.wi.us
- R. Contractors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

- S. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.
- T. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.
- U. Questions must be made in writing via email to jmarotz@sdb.k12.wi.us by November 19, 2013 by 5:00 p.m. CST. Answers to the questions and/or additional information supplied will be provided to respondents by November 21, 2013.
- V. The costs of preparing a response to this proposal shall be the sole responsibility of the Proposer. The District will not incur any costs in relation to this request for proposal.

I. RFP INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The School District of Beloit (**District**) educates and nurtures close to 7,000 students in 10 elementary schools with limited class sizes, 2 middle schools and 1 high school. Four-year-old kindergarten, alternative programming and charter schools are available. Additional detailed information about the District may be found at www.sdb.k12.wi.us.

The purpose of this RFP is to solicit proposals and select a professional service vendor from qualified firms to update the District's fixed asset inventory in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal offer. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit four (4) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP#2013-0009**
Proposals shall be delivered to:

Executive Director of Business Services
School District of Beloit
RFP#2013-0009
1633 Keeler Avenue
Beloit, Wisconsin 53511
jmarotz@sdb.k12.wi.us

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 4:00 PM CST ON 11/22/2013. Proposals submitted after that time and date will be rejected and returned.

B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):

- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
- (2) If Proposer is incorporated, include the State, in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.
- (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
- (4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.
- (5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
- (6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total cost for the services to be provided.

D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Wisconsin K-12 school districts.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.

G. Proposers must state whether they have been involved in any litigation during the

last five years, and if so, describe any such litigation.

3. PRE-PROPOSAL CONFERENCE - OPTIONAL

A pre-proposal conference will be held for all interested Proposers on November 15, 2013 from 3:00PM CST to 4:00 PM CST, at 1633 Keeler Avenue, Beloit, WI. 53511. At that time any questions or issues related to the RFP will be addressed. Attendance by Proposers is encouraged, but attendance is not mandatory or required.

4. AWARD

Award(s) may be made to the responsive and responsible Proposer(s) whose proposal(s), in the sole discretion of the District, is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

5. RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

6. PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

7. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

8. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

9. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

10. PRICE

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract. The district will give preference to proposals that include a not-to-exceed price.

11. CONTRACT

The School District of Beloit Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by January 28, 2014. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein. Unless any exception is prominently noted in your proposal, all requirements included in this RFP will be deemed to be a part of your proposal and included in the approved contract.

12. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability - \$1,000,000 per person per occurrence (including Contractual Liability)

\$1,000,000 property damage per occurrence

\$1,000,000 aggregate all claims per occurrence

Workers' Compensation - As required by applicable law

Employer's Liability - \$1,000,000 per occurrence

Automotive Liability - \$1,000,000 per occurrence

Professional Errors and Omissions - \$1,000,000 per occurrence

13. TAXES

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

14. NO PARTICIPATION

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

15. USE OF INFORMATION

A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information ("Information") furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the

property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

II. DESCRIPTION OF SERVICES

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the services described herein. The District intends to contract with the successful Proposer to provide advice and consultation to the District about the services to be provided, related matters, and related reasonable costs.

SPECIFIC SERVICES:

Background

The District is soliciting proposals from qualified firms to update their Asset Inventory in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered.

The District is an urban school district. Within its city boundaries are 10 elementary schools, 2 middle schools and 1 high school. Our remaining buildings house administration, alternative programs, early education and support service functions. Approximately 7,300 students and 1,000 staff members occupy our buildings.

The District has historically placed barcode tags on individual assets with an original cost of \$2,500 or greater upon receipt of the item. Technology devices such as laptops and tablets and musical instruments with an original cost of less than \$2,500 have also been assigned a barcode.

The District is interested in the potential of issuing barcodes for groups of assets located within the same area. This includes desks and chairs within an office and the barcode is placed in door jamb of the room. The fixed asset records will reflect the total property in the room and not the individual items. If such aggregate value includes items meeting the district's physical inventory criteria, the items should be pulled out.

School District of Beloit Board of Education policy requires that the following assets required to be inventoried and tracked as follows:

Pursuant to state law and current Board of Education policy, a physical inventory shall be taken every three years on fixed and movable equipment with a unit value of \$5,000 or more.

Please provide an alternate bid to include: fixed asset items considered to be movable which the District has defined as being any individual PC, laptop, tablet, musical instrument, furniture or fixtures or camera (over \$300).

The above definition of assets described in this RFP will apply to all references of “assets”. Individual items classified in the District’s inventory listings as land, buildings, land and building improvements are excluded from the scope of the requested work.

Purpose

The purpose of this RFP is for the successful vendor to perform an accurate inventory of fixed assets at all District’s facilities and to leave in place appropriately tagged assets, based on the definition above, that will allow the district to perform the physical inventory internally through the use of barcode technology.

Project Scope

Physical Inventory

School District of Beloit desires a physical field inventory of all fixed assets located at the District’s facilities. See link to District map for locations:

[School District of Beloit Map](#)

The District has approximately 18,000 individual records within the perpetual inventory system based on the definition described above. The District assigns each record to a primary class.

Class	Qty	Book Value
Machinery & Tools	185.00	\$72,261.75
Kitchen/Appliances/Custodial Equip	344.00	\$353,648.96
Science & Engineering Equipment	25.00	\$14,943.70
Hospital Equipment	47.00	\$16,178.03
Furniture & Accessories	252.00	\$56,956.98
Business Machines	80.00	\$416,510.53
Computer Equipment	11213.00	\$2,242,490.32
Athletic Equipment	181.00	\$53,648.47
Musical Instruments	44.00	\$28,978.71
Licensed Vehicles	25.00	\$132,682.80
Mac Laptops	610.00	\$664,290.00
iPad Tablets	7962.00	\$3,973,038.00
iPad Charging Carts	47.00	\$43,932.78
SMART Boards (new for 2013-14)	40.00	\$203,879.00

Building Information

The number of buildings and approximate square footage is as follows:

<u>SCHOOL</u>	<u>AVG SQ FOOT</u>
10 Elementary Schools	65,000
3 Middle Schools	141,800
1 High Schools	324,000
7 Other Structures	31,700

The School District of Beloit shall make available a suitable staff member to insure that all areas of the District are accessible to the vendor's field work representative upon the determination of dates that access will be required.

Tagged Assets

The vendor should update the fixed asset record for any item on the District's perpetual inventory system that meets the definition described above and is located:

- Tag number (bar code)
- Lifecycle
- Funding Source
- Description
- Location number
- Room number
- Primary Class
- Warranty Details
- Make
- Model
- Serial number

Untagged Assets

The vendor shall identify other assets during the course of the physical inventory that appears to match the fixed asset definition described above that is not included on the district inventory. The item should be tagged with barcode tags. Tags will be provided by the District. Placement of tags shall be in accordance with procedures formalized by District prior to start of work. Additionally, the following information, if available, should be recorded. The vendor should provide an estimated cost.

- Tag # (bar code)
- Description
- Location #
- Room#
- Primary Class
- Tertiary
- Make
- Model

- Serial #
- Estimated Purchase Cost
- Lifecycle

Items Not Found

If items on the district inventory cannot be found, the vendor shall prepare a list of all such assets and work with the building principals and/or District Designee to locate the items. The vendor should identify if the asset shows up in another building or department and, if so, update the location information. After working with building principals and/or designee to locate the items, any remaining assets that are not found should be included on a list allowing the district to delete the items from the inventory.

Changes to Project Scope

Any changes to the project scope will require both parties to sign a change of scope document.

Personnel

All vendor employees must have successfully passed nationwide criminal background checks, drug testing, and national sex offender registry searches and an identification badge will be worn at all times. The vendor employee must register with the main office for each location upon entry and also must sign in and sign out of each building visitor log.

District Reports Provided to Vendor

The District will provide a spreadsheet of all assets, currently recorded on the District's inventory system that meets the District's criteria for physical inventory. This list will have a column for each field to be updated by vendor.

Deliverables

Upon completion of the project, Vendor will provide the School District of Beloit with the following Microsoft Excel workbook:

- Worksheet 1 – All items from the District provided list that were found. The vendor shall change the font color for any updated cell.
- Worksheet 2 – All items from the District provided list that were not found after additional follow-up with building principals and department managers and that were not found in other buildings.
- Worksheet 3 – All items not on the District provided list that appear to meet the criteria. The vendor shall tag the item, reference it on the list and provide as much information as possible for each of the column titles. An estimate of the original historical cost should be provided.

Provide a report to the District that details the process used, any unusual findings, any clarification about the three worksheets described above and any other information that will allow the district to update its inventory records. Provide the District with an effective process for developing an annual cycle count of assets.

Work Time and Building Security

When the district allows outsiders into the building, the district is exposed to additional risk. If

such access is done on an after-hours basis, the risk is generally confined to the protection of district property. If the inventory is done during school hours, there are additional risks to students and staff. The district therefore prefers that most of the work be done on an after-hours basis and that there are procedures in place to ensure protection of district assets. Please describe in detail the process you plan to use to protect the district's interests. This could include background checks for employees and check-in and check-out processes with a supervisor whenever the vendor staff enters or exits the facility. The vendor should also indicate when vendor staff will need to work during school hours for assistance from District staff, who would be assigned that work and the safeguards included. You may include a separate price for performing these services during school hours, after school hours or during the summer or weekends.

Vendor Proposed Pricing

Authorized Signature:	
Printed Name:	
Title:	
Company Name:	
Mailing Address:	
City, State Zip:	
Phone #:	
Fax #:	
Email:	
Date:	

Please state the basis for the proposed pricing as indicated below. Pricing Based Upon:

Per Asset Tag Issued	\$ _____	
Per Item Inventoried	\$ _____	
Employee Hourly Rate	\$ _____	
Employee Daily Rate	\$ _____	
Software Fees	\$ _____	(Explain)
Equipment Fees	\$ _____	(Explain)
Ongoing Annual Fees	\$ _____	
Other (If Applicable)	\$ _____	(Explain)

III. CONTRACT TERMS AND CONDITIONS

1. INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about February 1, 2014 and complete the services on or about April 1, 2014 for a term of approximately two months. The Proposer should submit their final Microsoft Workbook and detailed report to the district no later than May 1, 2014. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

2. WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

3. REMEDIES FOR UNSATISFACTORY SERVICES

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 4 above, the District at its option, may: (a) require Contractor to re-perform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

4. INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Wisconsin.
- B. The District shall be included as an additional insured on all required insurance policies listed in 4A.
- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.

- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

5. TERMINATION

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination; as long as all such performed Services are approved by the Board.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

6. INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the School District of Beloit Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

7. GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Wisconsin law, and shall be deemed to be executed and performed in the City of Beloit, Wisconsin. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Wisconsin, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of Rock, Beloit.

8. REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the Executive Director of Business Services and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

9. ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

10. LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services.

11. CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Wisconsin and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

12. INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

13. FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.